Consent Agenda - Regular School Board Meeting
Duluth Public Schools, ISD 709
Agenda
Tuesday, December 19, 2023
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 - November 21, 2023 3
      2) Special School Board Meeting Re: Canvass Election - November 15, 2023 6
      3) Special School Board Meeting Re: Negotiations - November 29, 2023 7
      4) Special School Board Meeting Re: Property Sale - November 29, 2023 8
   B. **Approval of Action Items**
      1) Human Resources
         a. Staffing Report 9
         b. Other Action Items
            (1) Job Description for IT Security Analyst 10

      2) Finance
         a. Fiscal Year 23 Audit (in substantial form) 15
         b. Financial Report 101
         c. Fundraisers 102
         d. Bids, RFPs and Quotes
            (1) QUOTE #4389 - Reconstruction of Homecroft Parking Lot 103
         e. Contracts, Change Orders, Leases - None
      3) Items Brought Forward From the Monthly Committee of the Whole Meeting
      4) Other
         a. Diploma Requests 105
         b. Field Trip Requests
         c. Data Sharing Agreements
   C. **Approval of Policy Readings**
      1) First Readings
         a. 606 Textbooks and Instructional Materials (to replace Policies 6030, 6035, & 6040) 113
      2) Second Readings
         a. 606.5 Library Materials 120
         b. 506 Student Discipline (replacing 5085 with same name) 142
         c. 507 Corporal Punishment 221

3) Annual Review
a. 602 Organization of School Calendar and School Day 226

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 - December 5, 2023 231
2) Policy Committee - December 5, 2023 306
3) Human Resources/Business Services Committee - December 12, 2023 380

Regular School Board Meeting
Tuesday, November 21, 2023 6:30 PM Central

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

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

Present: 7.
Member Durick Eder left at 7:36 p.m. and returned at 7:39 p.m.

1. Call to Order
at 6:34 p.m.

2. Roll Call

3. Pledge of Allegiance

4. Approval of the Agenda
Move to approve the Agenda. This motion, made by Kelly Durick Eder and seconded by Rosie Loeffler-Kemp, Passed.
Kelly Durick Eder: Yea, David Kirby: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Alanna Oswald: Yea, Amber Sadowski: Yea, Paul Sandholm: Yea
Yea: 7, Nay: 0

5. School and Community Recognition
Assistant Superintendent Bonds presented the School and Community Recognition.

6. Public Comment
Abby Norton spoke to the school board regarding safety at Congdon Park Elementary.
Deborah Sah spoke to the school board regarding safety at Congdon Park Elementary.
Heidi Klassen spoke to the school board regarding safety at Congdon Park Elementary.
Stefanie Haasken spoke to the school board regarding safety at Congdon Park Elementary.
Meghan Sperl spoke to the school board regarding safety at Congdon Park Elementary.
Dani Smilanich spoke to the school board regarding middle school.
Julie Teichrow spoke to the school board regarding technology.
Rachel Jackson spoke to the school board regarding Myers Wilkins Elementary.
Rochelle Luoma spoke to the school board regarding Myers Wilkins Elementary.
Zee Lemke spoke to the school board regarding KeyZone.
Michelle Brownfield spoke to the school board regarding safety at Congdon Park Elementary.
Cassandra Hill spoke to the school board regarding safety at Congdon Park Elementary.

7. Reading Communications, Petitions, Etc.

8. Report of the Superintendent

8.A. Reports from Student School Board Representatives
Representative Priest presented the East Student Report.
Representative Molitor presented the Denfeld Student Report.

8.B. Superintendent's Report
Superintendent Magas presented the Superintendent's Report. Topics included:
Referendum Updates
Negotiations Updates
Additional Updates

Discussion was had.

8.C. Schedule of Meetings and Events

9. Report of Standing Committees

9.A. Committee of the Whole

9.A.1) Monthly Committee of the Whole *(November 15, 2023)*
Assistant Superintendent Bonds presented the Monthly Committee of the Whole Report.

9.B. Human Resources/Business Services Committee (*November 14, 2023)*
Member Kirby presented the Human Resources/Business Services Committee Report.

9.C. Policy Committee *(November 15, 2023)*
Member Loeffler-Kemp presented the Policy Committee Report.

Discussion was had.

10. General Board Committee Updates
Member Sadowski reported on the Education Equity Advisory Committee Meeting.
Member Sandholm reported the next Minnesota State High School League meeting is in January.
Member Loeffler-Kemp reported on the Duluth Community Schools Endowment Fund and the Head Start Governing Board.

11. Consent Agenda
Move to approve the Consent Agenda. This motion, made by Kelly Durick Eder and seconded by Amber Sadowski, Passed.
Kelly Durick Eder: Yea, David Kirby: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Alanna Oswald: Yea, Amber Sadowski: Yea, Paul Sandholm: Yea
Yea: 7, Nay: 0

12. Resolutions from Committee Reports

12.A. B-11-23-3994 - Acceptance of Donations to Duluth Public Schools

Move to approve B-11-23-3994 Acceptance of Donations to Duluth Public Schools. This motion, made by Amber Sadowski and seconded by Paul Sandholm, Passed.
Kelly Durick Eder: Yea, David Kirby: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Alanna Oswald: Yea, Amber Sadowski: Yea, Paul Sandholm: Yea
Yea: 7, Nay: 0

12.B. B-11-23-3995 - Acceptance of Grant Awards to Duluth Public Schools
Move to approve B-11-23-3995 Acceptance of Grant Awards to Duluth Public Schools. This motion, made by Rosie Loeffler-Kemp and seconded by Kelly Durick Eder, Passed.
Kelly Durick Eder: Yea, David Kirby: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Alanna Oswald: Yea, Amber Sadowski: Yea, Paul Sandholm: Yea
Yea: 7, Nay: 0

13. Special Resolutions and Action Items

13.A. HR-11-23-3996 - Duluth Principals Association Collective Bargaining Agreement - PLACEHOLDER
Move to approve HR-11-23-3996 Duluth Principals Association Collective Bargaining Agreement. This motion, made by Kelly Durick Eder and seconded by Rosie Loeffler-Kemp, Passed.
Kelly Durick Eder: Yea, David Kirby: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Alanna Oswald: Yea, Amber Sadowski: Yea, Paul Sandholm: Yea
Yea: 7, Nay: 0

14. Questions / Other

15. Adjournment
Move to adjourn at 8:49 p.m. This motion, made by David Kirby and seconded by Paul Sandholm, Passed.
Kelly Durick Eder: Yea, David Kirby: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Alanna Oswald: Yea, Amber Sadowski: Yea, Paul Sandholm: Yea
Yea: 7, Nay: 0

Special School Board Meeting - Canvass Election
Wednesday, November 15, 2023
5:30 PM Central

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

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

Present: 6, Absent: 1.

1. Call to Order
at 6:46 p.m.

2. Roll Call

3. Resolution SP-11-23-3993 - Canvassing Returns of Votes for the School District General Election of November 7, 2023
Move to approve SP-11-23-3993 Canvassing Returns of Votes for the School District General Election of November 7, 2023. This motion, made by Jill Lofald and seconded by David Kirby, Passed.
Kelly Durick Eder: Absent, David Kirby: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Alanna Oswald: Yea, Amber Sadowski: Yea, Paul Sandholm: Yea
Yea: 6, Nay: 0, Absent: 1

4. Adjournment
Move to adjourn at 6:51 p.m. This motion, made by Paul Sandholm and seconded by Rosie Loeffler-Kemp, Passed.
Kelly Durick Eder: Absent, David Kirby: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Alanna Oswald: Yea, Amber Sadowski: Yea, Paul Sandholm: Yea
Yea: 6, Nay: 0, Absent: 1

Special [Closed] School Board Meeting - Negotiations

Wednesday, November 29, 2023 5:00 PM
Central

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

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

Present: 4, Absent: 3.

David Kirby:	Present
Rosie Loeffler-Kemp:	Present

Present: 6, Absent: 1.
Member Loeffler-Kemp arrived at 5:07 p.m.
Member Kirby arrived at 5:28 p.m.

1. Call to Order
at 5:00 p.m.

2. Roll Call

3. The Open Meeting Law, Minnesota Statute section 13D.03, sub. (1) states that a public body shall close a meeting for the purpose of considering strategy for labor negotiations.
Move to convene to a closed session at 5:06 p.m. This motion, made by Paul Sandholm and seconded by Kelly Durick Eder, Passed.
David Kirby: Absent, Rosie Loeffler-Kemp: Absent, Alanna Oswald: Absent, Kelly Durick Eder: Yea, Jill Lofald: Yea, Amber Sadowski: Yea, Paul Sandholm: Yea
Yea: 4, Nay: 0, Absent: 3
Reconvene from closed session at 5:58 p.m.

4. Official Action Related to Closed Session, If Necessary

5. Adjournment
Move to adjourn at 5:59 p.m. This motion, made by Kelly Durick Eder and seconded by Paul Sandholm, Passed.
Alanna Oswald: Absent, Kelly Durick Eder: Yea, David Kirby: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Amber Sadowski: Yea, Paul Sandholm: Yea
Yea: 6, Nay: 0, Absent: 1

Special [Closed] School Board Meeting - Property Sale

Wednesday, November 29, 2023 5:30 PM
Central

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

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

Present: 6, Absent: 1.

1. Call to Order
at 6:00 p.m.

2. Roll Call

3. Closed Session
The Open Meeting Law, Minnesota Statute section 13.05, subdivision 3(c)(3), states that the School Board may close a meeting to develop or consider offers or counteroffers for the purchase or sale of real or personal property.
Move to convene to a closed session at 6:00 p.m. This motion, made by Jill Lofald and seconded by Rosie Loeffler-Kemp, Passed.
Alanna Oswald: Absent, Kelly Durick Eder: Yea, David Kirby: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Amber Sadowski: Yea, Paul Sandholm: Yea
Yea: 6, Nay: 0, Absent: 1
Reconvened to open session at 6:31 p.m.

4. Official Action Related to Closed Session, If Necessary

5. Adjournment
Move to adjourn at 6:32 p.m. This motion, made by Kelly Durick Eder and seconded by Paul Sandholm, Passed.
Alanna Oswald: Absent, Kelly Durick Eder: Yea, David Kirby: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Amber Sadowski: Yea, Paul Sandholm: Yea
Yea: 6, Nay: 0, Absent: 1

HUMAN RESOURCES ACTION ITEMS FOR: December 19, 2023

CERTIFIED APPOINTMENT	POSITION	EFFECTIVE DATES	
JAMAR, KAITLYN S	FIT COORDINATOR/DISTRICT WIDE, (BA+45) III 8 1.0, LARSON L. RESIGNED	11/15/2023	

CERTIFIED LEAVE OF ABSENCE	POSITION	EFFECTIVE DATES	
CAWCUTT, THOMAS L, JR	UNABLE TO WORK DUE TO MEDICAL CONDITION	11/15/2023	02/15/2024
GRANKE, STEPHANIE J	ELEMENTARY ART SPECIALIST/PIEDMONT, CHESTER CREEK	03/15/2024	06/07/2024
HANSON, DANA K	TEACHER/DENFELD	01/22/2024	04/22/2024
LONG, CATHERINE G	CARING FOR FAMILY MEMBERS MEDICAL CONDITION-INTERMITTENT LEAVE TBD END DATE	10/01/2023	
MCKECHNIE, KAITLYN R	UNABLE TO WORK DUE TO MEDICAL CONDITION	10/06/2023	11/01/2023
MCKECHNIE, KAITLYN R	FMLA LEAVE DUE TOMEDICAL CONDITION	10/06/2023	11/01/2023
SCHOFIELD, KAISA M	UNABLE TO WORK DUE TO MEDICAL CONDITION	01/30/2024	05/07/2024
SISLO, TARA G	KINDERGARTEN TEACHER/LAURA MACARTHUR	02/28/2024	06/07/2024
WALKER-DAVIS, SARAH A	UNABLE TO WORK-CARING FOR FAMILY MEMBER W MEDICAL CONDITION- INTERMITTENT LEAVE TBD END DATE	10/23/2023	

CERTIFIED RETIREMENT	POSITION	EFFECTIVE DATES
BOYHTARI, BONNIE J	GRADE 2 TEACHER/CONGDON	06/07/2024
SUNDLAND, AMY J	GRADE 2 TEACHER/CONGDON PARK ES	06/07/2024
TERESI, WENDY L	SOCIAL STUDIES TEACHER/ORDEAN-EAST MS	06/07/2024
TRACEY, GLENN T	SOCIAL STUDIES TEACHER/ORDEAN-EAST MS	06/07/2024

NON-CERT APPOINTMENT	POSITION	EFFECTIVE DATES	
ANDERSON, JENNY K	SPED PROGRAM PARA/DENFELD, 39/38WKS, $19.47/HR, MYKHAILE A. RESIGNED	12/04/2023	
BERGLUND, DEBORAH R	SPED STUDENT SPECIFIC PARA/ROCKRIDGE, 31.25/38WKS, $20.36/HR	11/08/2023	
CURNOW, TYLER W	HOURLY MONITOR/PIEDMONT, 12.5/38WKS, $15.00/HR	12/01/2023	
EDWARDS, SAGE R	CUSTODIAN/LOWELL, 40/52WKS, $17.52/HR	11/06/2023	
EMISON, SUMMER D	NUTRITIONAL SERVICE ASSISTANT/DISTRICT WIDE, 30/38WKS, $15.22/HR,	11/06/2023	
GEARY, CANDICE R	PRESCHOOL PARA/MYERS-WILKINS, 23/38WKS, $20.72/HR, GIULIANI C. RESIGNED	12/04/2023	
GREGORICH, THOMAS P	HOURLY MONITOR/PIEDMONT, 12.5/38WKS, $15.00/HR	11/30/2023	
GRENGS, DYLAN J	FIELD SUPPORT TECH/DISTRICT WIDE, $991/WK, TEMP POSITION	11/20/2023	
HANSEN, TAHNEE R	HOURLY MONITOR/LOWELL, 12.5/38WKS, $15.00/HR	11/13/2023	
HEIN, JULIE A	HEALTH ASSISTANT/LPN PARAPROFESSIONAL/DISTRICT WIDE, 32.5/38WKS, $25.81/HR, ALLEN S. RESIGNED	11/27/2023	
HELSTROM, ELISABETH M	DIGITAL INNOVATION SPECIALIST/DISTRICT WIDE, $1,035/WK,	11/13/2023	
JENKINS, SONNY J	SPECIAL SERVICES STEPS PROGRAM/DISTRICT WIDE, $1,923/WK, DILLON A. RESIGNED	12/04/2023	
JOKI, CAMRYN L	OFFICE SUPPORT SPECIALIST SENIOR/MYERS WILKINS, 40/45WKS, $19.83/HR, BENSON D. TRANSFER	11/13/2023	
KAUFFMAN, BRENDA L	HOURLY CLERICAL/LAURA MACARTHUR, 23/38WKS, $13.50/HR, KING A. RESIGNED	11/13/2023	
KLINE, KATHARINE L	SPED PROGRAM PARA/LOWELL, 31.25/38WKS, $20.80/HR, NORLAND S. TRANSFER	11/27/2023	
LEHTO, NATALIE C	INTEGRATION SPECIALIST/DISTRICT WIDE, $48,472/YR, POHL, E TRANSFER	11/06/2023	
LOUGH, TRICIA Y	OFFICE SUPPORT SPECIALIST SENIOR/DSC, 40/52WKS, $19.83/HR, MCCRACKEN C. TRANSFER	11/27/2023	
NEFF, ALEXANDRA L	HEALTH, SAFETY AND ENVIORNMENTAL COORDINATOR/DISTRICT WIDE, $1,385/WK, JOHNSON M. RESIGNED	12/11/2023	
NELSON, ELIZABETH L	ECSE PARA/MYERS-WILKINS, 25/38WKS, $19.46/HR, WEIGEL K. RESIGNED	11/06/2023	
OLSON, HONNA L	SPED BW PARA/MYERS-WILKINS, 31.25/38WKS, $19.46/HR, KACZOR T. RESIGNED	11/06/2023	11/06/2023
SCHROEDER, HANA M	HOURLY MONITOR/PIEDMONT, 12.5/38WKS, $15.00/HR	11/14/2023	
SWONGER, AMANDA L	HOURLY MONITOR/PIEDMONT, 12.8/38WKS, $15.00/HR	11/08/2023	
SWOR, ROGER A	SPED PROGRAM PARA/LESTER PARK, 31.25/38WKS, $21.84/HR, DUVALL J. TRANSFER	11/27/2023	
ZAKRZEWSKI, HANNA N	OCCUPATIONAL THERAPIST ASST. PARA/DISTRICT WIDE, 24/38WKS, $23.48/HR,	11/28/2023	

NON-CERT RESGINATION	POSITION	EFFECTIVE DATES
ANDERSON, KEVIN B, II	SUPERVISORY PARA/LAURA MAC	12/20/2023
DEGLER, HEATHER A	RESCINDED RESIGNATION	01/00/1900
HATLEWICK, KALEA N	CHECK AND CONNECT PARA/LINCOLN PARK MS	12/01/2023
HORN, JEANNE M	CHILD NUTRITIONAL SERVICE ASST/LOWELL ES	11/16/2023
JOHNSON, ALEXA J	SPED PROG PARA, BUT CONTINUING KEYZONE PARA POSITION/PIEDMONT	01/19/2024
MYKHAILENKO, ALEVTYNA	SPED PROG PARA SETTING III/IV / DENFELD	11/06/2023
OZMUN, NANCY J	PRE-K PROGRAM PARA/STOWE	11/13/2023
SCHULTE, SARAH E	CHILD NUTRITIONAL SERVICES ASST/MYERS-WILKINS	11/28/2023

NON-CERT LEAVE OF ABSENCE	POSITION	EFFECTIVE DATES	
DAVIDSON, REBECCA L	SPED BUILDING WIDE PARAPROFESSIONAL/ORDEAN EAST	01/02/2024	04/08/2024
LILLIE, SHERIE A	SPEC ED BUILDING WIDE PARAPROFESSIONAL/LAURA MACARTHUR	11/14/2023	11/28/2023
SHORTER, SOFIA R	SPED PROGRAM PARAPROFESSIONAL/ROCKRIDGE	01/09/2024	04/09/2024

CLASSIFICATION DESCRIPTION

TITLE: IT Security Analyst

Title of Immediate Supervisor: Manager of Technology	**Department:** Technology	**FLSA Status**: Exempt
Accountable For (Job Titles): Not Applicable		**Pay Grade Assignment**:

General Summary or Purpose Of Job:

The position of Security Analyst works under direct supervision and in coordination with other IT staff. This position requires a strong working knowledge of cyber security, including intrusion prevention, incident response, and ethical hacking. Additionally, the candidate should be detailed oriented, possess strong analytical skills, and have excellent communication, interpersonal, and leadership skills. The role involves several responsibilities such as writing reports, providing insights and updates on the current security policies, incident responses, disaster recovery plans, and other security-related information, assisting with the creation of and updates to training programs to secure the network and train the employees, monitoring security access and maintaining relevant data, analyzing security breaches to identify the cause and to update incident responses and disaster recovery planes, coordinating security plans with outside vendors, and creating procedures for IT employees and training them in security awareness.

DUTY NO.	**ESSENTIAL DUTIES: (These duties and frequencies are a representative sample; position assignments may vary.)**	FRE-QUENCY
1.	Tier I support and administration of vulnerability assessment software, Intrusion Detection System (IDS) and Intrusion Prevention System (IPS), vulnerability remediation, and Security information and event management (SIEM)	Daily
2.	Reviews and assists in real-time analysis of the organization's security posture to include wireless, firewall, networking, servers and risk assessment by reviewing logs, alerts, and notifications (both internal and external).	Daily
3.	Assists in the research and recommendations of projects involving IT systems and data.	Daily
4.	Collaborate with co-workers in order to research security issues, document solutions, and upgrade existing systems.	Daily

5.	Review and make recommendations for system security improvements.	Daily
6.	Acts as a member of the Technology Security Incident Response Team in identifying and responding to security incidents.	As needed
7.	Performs other technology duties of a comparable level or type.	As needed

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

- Bachelor's degree in information technology, information security, or relevant field of study and a minimum of one (1) year of work experience in the security technical area; OR Associates degree in information technology, information security, or relevant field and a minimum of two (2) years' experience in information security; OR a minimum of six (6) years relevant work experience as a desktop, network, security or server analyst.
- Experience with developing and being part of a security incident response and vulnerability team
- Experience with network, system and application access control concepts and integration
- Experience with Security Information and Event Management (SIEM), vulnerability management systems configuration and management
- Experience with industry security frameworks, regulations and standards
- Must have a valid driver's license and a personal vehicle or have the ability to travel between district sites in a timely manner.

Desirable/Preferred Qualifications:

- Education or work experience in the following area:
    - Experience providing Tier I support and administration of vulnerability assessment software
    - Experience identifying and responding to security incidents

- Experience providing support of network operating systems and other related networking services
- Prior K12 work experience

Knowledge Requirements:

Requires knowledge of:

- See the above Minimum Qualifications

Skill Requirements:

Skilled in:

- Information and Network Security
- Customer service and communication.
- Technical writing and documentation.
- Possess a positive and innovative attitude.
- Ability to be a good listener.
- Ability to actively work in a team.
- Willingness to learn and support new ideas and things.

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

Employee is required to:	Never	1-33% Occasionally	34-66% Frequently	66-100% Continuously
Stand		√		
Walk			√	
Sit			√	
Use hands dexterously (use fingers to handle, feel)			√	
Reach with hands and arms		√		
Climb or balance		√		
Stoop/kneel/crouch or crawl		√		
Talk and hear			√	
Taste and smell	√			
Lift & Carry: Up to 10 lbs.			√	
Up to 25 lbs.			√	
Up to 50 lbs.		√		
Up to 100 lbs.	√			
More than 100 lbs.	√			

General Environmental Conditions:

Working in our schools

General Physical Conditions:

Work can be generally characterized as IT office work.

TITLE: IT Security Analyst

Vision Requirements: Check box if relevant	Yes	No
No special vision requirements	√	
Close Vision (20 in. of less)	√	
Distance Vision (20 ft. of more)		
Color Vision	√	
Depth Perception		
Peripheral Vision		

TITLE: IT Security Analyst

Job Classification History:

Created 10/25/2023

Independent School District No. 709

Duluth, Minnesota

Financial Statements and Supplementary Information

Year Ended June 30, 2023

Draft

WIPFLI

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Independent School District No. 709

Year Ended June 30, 2023

School Officials

Elective	Office	Term Expires
Jill Lofald	Chair	January 5, 2026
Rosalie Loeffler-Kemp	Vice Chair	January 5, 2026
Anna Oswald	Clerk	January 8, 2024
Kelly Durick Eder	Treasurer	January 5, 2026
David Kirby	Director	January 8, 2024
Amber Sadowski	Director	January 5, 2026
Paul Sandholm	Director	January 8, 2024

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Appointive	
John Magas	Superintendent
Simone Zunich	Deputy Clerk

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Independent Auditor's Report

To the School Board
Independent School District No. 709
Duluth, Minnesota

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Independent School District No. 709, Duluth, Minnesota (District), as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the District, as of June 30, 2023, and the respective changes in financial position and, where applicable, cash flows thereof, and the respective budgetary comparison for the General Fund for the year then ended in accordance with accounting principles generally accepted in the United States.

Draft

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America ("GAAS") and the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Emphasis of Matter

As discussed in Note 1 to the financial statements, the District adopted Statement No. 96 of the Government Accounting Standards Board *Subscription Based Information Technology Arrangements* during the year ended June 30, 2023. Our opinion is not modified with respect to that matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

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Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States require that the management's discussion and analysis, pages 5 – 12 information about the District's other postemployment health care plan, page 60, and information about the District's net pension liability, pages 61 and 62, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the District's basic financial statements. The combining nonmajor governmental funds financial statements and fiscal compliance table, pages 62 through 65, are presented for purposes of additional analysis and are not a required part of the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and is also not a required part of the financial statements. The combining nonmajor governmental funds financial statements, fiscal compliance table, and the schedule of expenditures of federal awards are the

responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the financial statements. Such information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States. In our opinion, the combining nonmajor governmental funds financial statements, fiscal compliance table and the schedule of expenditures of federal awards are fairly stated in all material respects in relation to the financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 19, 2023, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering District's internal control over financial reporting and compliance.

Wipfli LLP

December 19, 2023
Duluth, Minnesota

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Management's Discussion and Analysis

Draft

As management of Independent School District No. 709 (District), we offer readers of the District's financial statements this narrative overview and analysis of the financial activities of the District for the fiscal year ended June 30, 2023.

Financial Highlights

Key financial highlights for the 2022-2023 fiscal year include the following:

- Net position increased $28,442,425 or 1367.41% of the prior year's net position (deficit).
- Overall actual revenues in the Statement of Activities were $178,492,966 and expenses were $150,050,541; leaving revenues exceeding expenditures by $28,442,425.
- General Fund unassigned fund balance decreased $5,596,050 compared to Fiscal Year 2022, which accounts for 4% of General Fund Revenues.
- Assigned Fund Balances, which include Severance, Technology, Curriculum, Transportation, Facilities, and Textbooks increased by $7,653,600 in FY2023. These funds will be spent in FY24 and future fiscal years for planned investments.
- The District's Capital Project Fund fund balance decreased $18,235,318 due to significant spending for capital projects ongoing and completed during FY2023.

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Overview of the Financial Statements

The financial section of the financial statements consists of four parts - Independent Auditor's Report, required supplementary information which includes the Management's Discussion and Analysis (this section), the basic financial statements and supplementary information. The basic financial statements include two kinds of statements that present different views of the District.

Government-wide Statements

The government-wide statements report information about the District as a whole using accounting methods similar to those used by private-sector companies. The *statement of net position* includes all of the District's assets and deferred outflows of resources, and liabilities and deferred inflows of resources. All of the current year's revenues and expenses are accounted for in the *statement of activities* regardless of when cash is received or paid.

The two government-wide statements report the District's net position and how it has changed.

The *statement of net position* presents information on all of the District's assets and deferred outflows of resources, and liabilities and deferred inflows of resources, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating. To assess the overall health of the District, you need to consider additional non-financial factors such as changes in the District's property tax base and the condition of school buildings and other facilities.

The *statement of activities* presents information showing how the District's net position changed during the fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of the related cash flows. Thus, revenues and expenses are reported in this statement for some items that will result in cash flows in future fiscal periods (i.e., uncollected taxes and earned but unused compensated absences).

The government-wide financial statements outline functions of the District that are principally supported by property taxes and intergovernmental revenues (governmental activities). The governmental activities of the District include instruction, support services, operation and maintenance of plant, student transportation, and operation of non-instructional services.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements, state statutes, and to control and manage money for particular purposes. All of the funds of the District can be divided into three categories: *governmental funds, proprietary funds* and *fiduciary funds*.

Governmental funds - Most of the District's basic services are included in governmental funds. Governmental fund financial statements focus on near-term inflows of cash and other financial assets that can readily be converted to cash, as well as the balances at year-end that are available for spending. Consequently, the governmental funds statements provide a detailed short-term view that helps to determine whether there are more or fewer financial resources that can be spent in the near future to finance the District's programs.

Because this information does not encompass the additional long-term focus of the government-wide statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. A reconciliation is provided to facilitate a comparison between governmental fund financial statements and government-wide financial statements.

Proprietary funds - The District maintains two proprietary funds, both internal service funds, which accumulate and allocate costs internally among the District's various functions. The District's internal service funds are used to account for the District's postemployment benefits and health insurance benefits. Because these services predominately benefit the governmental function, they have been included in the governmental activities in the government-wide financial statements.

Fiduciary funds - The District is the trustee, or fiduciary, for assets that belong to others, such as the employee insurance and employee flex benefit plan. The District is responsible for ensuring that the assets reported in these funds are used only for their intended purposes and by those to whom the assets belong. All of the District's fiduciary activities are reported in a separate statement of fiduciary net position and a statement of changes in fiduciary net position. We exclude these activities from the government-wide financial statements because the District cannot use these assets to finance its operation.

Financial Analysis of the District as a Whole

Net position may serve over time as a useful indicator of a district's financial position. In the case of the District, liabilities and deferred inflows of resources exceeded assets and deferred outflows of resources as of June 30, 2023.

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Statement of Net Position
June 30,

	2023	2022
Capital assets	$ 293,129,161	$ 283,278,957
Current and other assets	107,983,988	121,747,670
Total assets	401,113,149	405,026,627
Deferred Outflows of Resources	28,982,797	27,202,949
Long-term liabilities	316,255,681	292,589,170
Other liabilities	24,479,413	20,731,669
Total liabilities	340,735,094	313,320,839
Deferred Inflows of Resources	62,998,453	120,988,763
Net position		
Net investment in capital assets	107,852,497	74,464,909
Restricted	9,188,513	9,765,067
Unrestricted (deficit)	(90,678,611)	(86,310,002)
Total net position (deficit)	$ 26,362,399	$ (2,080,026)

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Change in Net Position
For the Years Ended June 30,

	2023	2022
Revenues		
Program revenues		
Charges for service	$ 30,926,291	$ 3,571,870
Operating grants and contributions		27,381,128
Capital grants and contributions		99,138
General revenues		
Property taxes	41,419,015	43,173,126
State aids	95,380,801	87,822,406
Other	10,766,859	3,749,121
Total revenues	178,492,966	165,796,789

Change in Net Position (Continued)
For the Years Ended June 30,

	2023	2022
Expenses		
District and school administration	$ 7,087,518	$ 5,795,239
District support services	12,385,411	10,842,806
Regular instruction	41,403,083	53,362,040
Vocational instruction	1,804,238	1,308,837
Exceptional instruction	29,977,581	26,787,632
Instructional support services	5,910,872	5,265,125
Pupil support services	13,047,330	10,460,039
Sites, buildings and equipment	19,203,437	19,257,397
Food service	4,649,407	4,151,190
Community service	8,412,634	8,187,580
Interest and fiscal charges on long-term debt	3,036,043	2,163,077
Fiscal and other fixed cost programs	3,132,987	2,893,372
Total expenses	150,050,541	150,474,334
Change in net position	28,442,425	15,322,455
Beginning of year net position (deficit)	(2,080,026)	(17,402,481)
End of year net position (deficit)	$ 26,362,399	$ (2,080,026)

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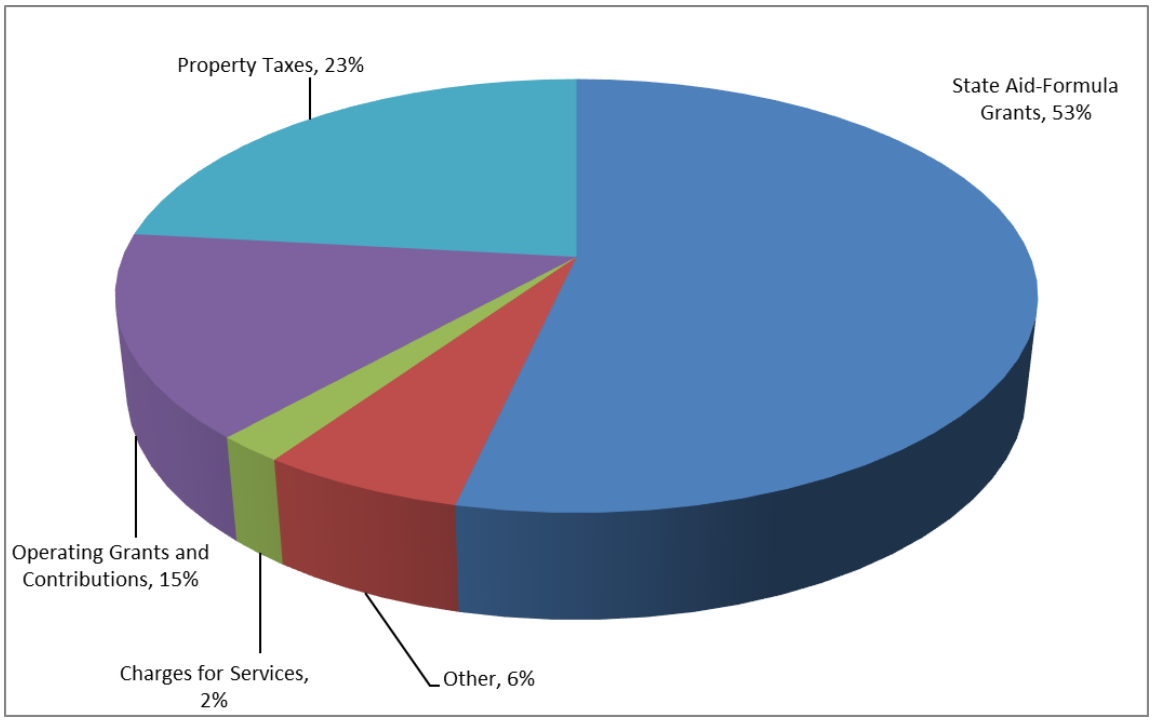
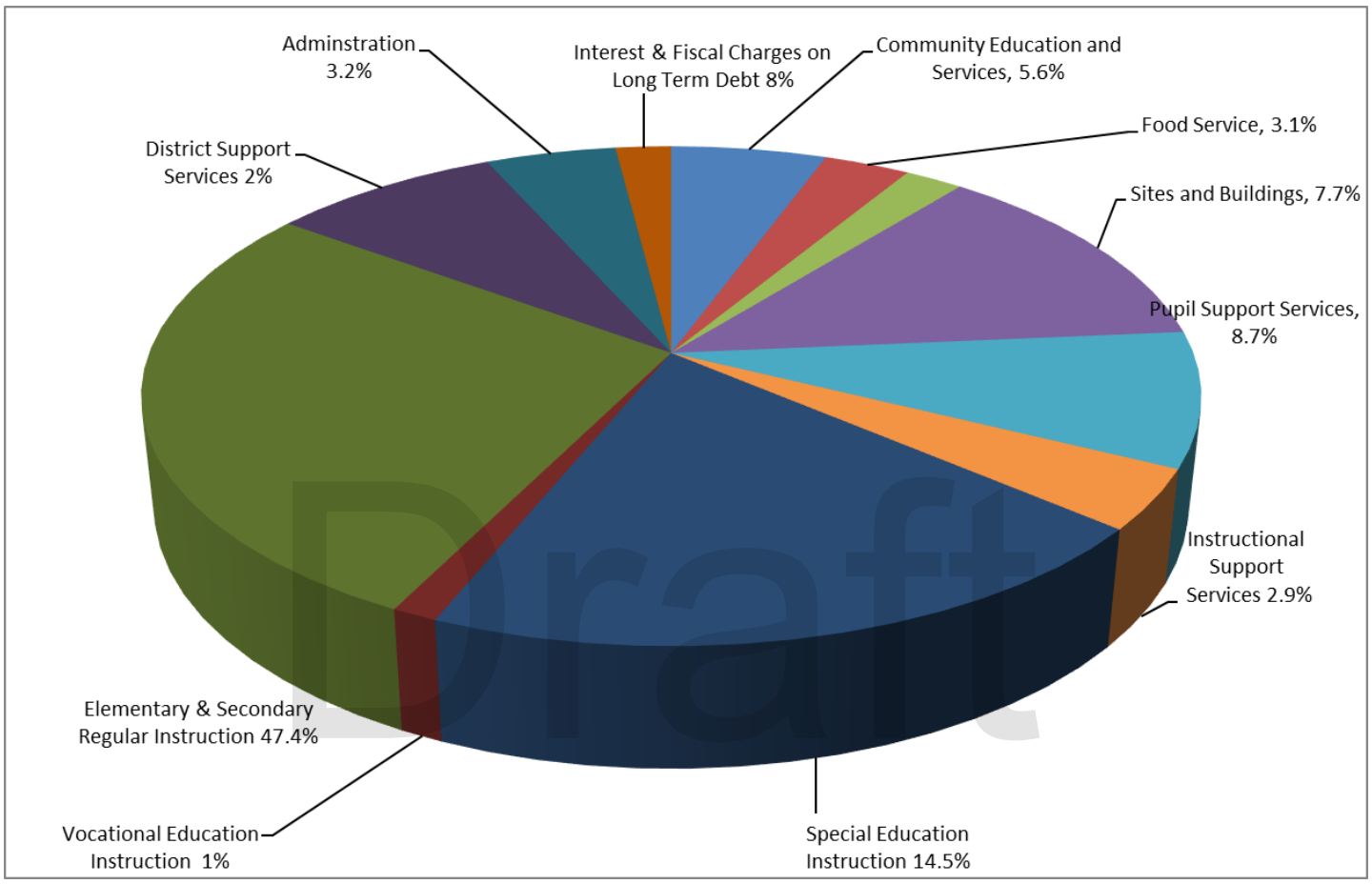
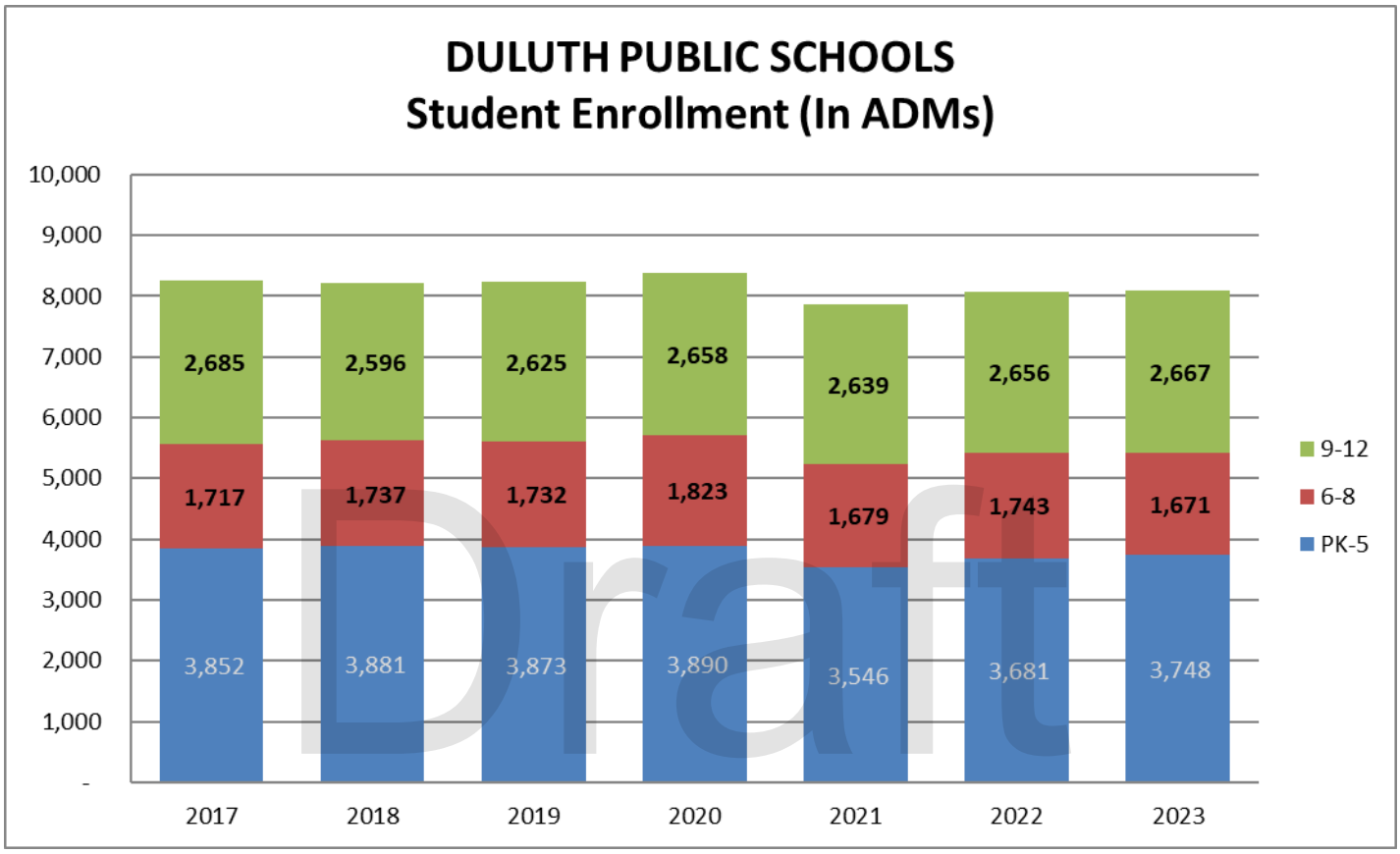
Sources of Revenue for Fiscal Year 2023



Expenses for Fiscal Year 2023



Student Enrollment
Average Daily Membership (ADM)



After seeing three years of small, but consistent enrollment growth, the 2022-23 school year resulted in an increase of 101 ADM compared to FY22. The district enrollment remains constant. As of December 2023, while only estimates, the District has an ADM of 8086. Anticipated budgeted ADM was 7985.

In the coming years, the district will need to monitor what percentage of students will choose to re-enroll and how much will be sustained enrollment loss into the future. With careful analysis we will use estimates of slightly less than 90 ADM's per year for budget purposes.

Financial Analysis of the District's Funds

While the government-wide presentations are designed to present users with a more complete picture of the District's financial position and results of operation, the traditional fund accounting basis provides users with information that can be used by the District to make decisions in the near-term.

General Fund Budgetary Highlights

The General Fund (which includes the District's general, transportation and capital funds) adopted an original revenue and other financing sources budget of $119,341,674, which was revised to $132,753,808. Actual revenues and other financing sources were $9,064,042 more than budgeted amounts, or 6.83% more.

The General Fund adopted an original expenditure budget of $119,343,236, which was revised to $132,640,038, to account for construction projects and the additional costs related to programming. In the end, expenditures were $8,247,425 over budget due to Esser spending and an increase to special education investment and transportation staffing needs. A portion of these funds are required to be in reserved fund balances.

While the District's final budget for the General Fund anticipated that revenues and other financing sources would exceed expenditures and other financing uses by $113,770, the actual results for the year showed revenue and other financing sources exceeded expenditures and other financing uses by $816,617.

- Revenues and other financing resources were $9,064,042 over budget due to the District receiving over $7.6M in the sale of buildings, land, and equipment.
- Expenditures were $8,247,425 more than anticipated due to due to ESSER spending, special education and transportation.

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Capital Asset and Debt Administration

Capital Assets

By the end of fiscal year 2023, the District had invested $383,224,021 in capital assets, including school buildings and technology equipment. Total depreciation expense for the year was $7,411,657. More detailed information about the District's capital assets is presented in Note 3 to the financial statements.

Debt Administration

At June 30, 2023, the District had $185,135,374 in general obligation bonds, certificates of participation, contracts payable and lease obligations outstanding. The District's debt rating from the State of Minnesota Credit Enhancement Program is Aa2. Under current state statues, the District's general obligation bonded debt issuances are subject to a legal limitation of 10 percent of the fair market value of property in the District. The District is within its legal authority for bonded debt.

The District also had $130,975,933 in compensated absences, severance benefits, postemployment health benefits payable, and net pension liability at June 30, 2023.

More detailed information about the District's long-term liabilities is presented in Notes 4, 5, 6, 7 and 10 to the financial statements.

Factors Bearing on the District's Future

Duluth Public Schools has been working with the District's financial advisors to utilize bonding in relation to the Long-Term Facilities Maintenance (LTFM) 10-year planning. This structure is allowing for more stability in funding and providing flexibility in completing projects.

Contacting the District's Financial Management

This financial report is designed to provide our citizens, taxpayers, customers, investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the money it receives. If you have questions about this report or need additional financial information contact the Business Office, Independent School District #709, 4316 Rice Lake Road, Suite 108, Duluth, MN 55811 or call Simone Zunich, Executive Director of Finance, (218) 336-8700.

Draft

Government-Wide Financial Statements

Draft

Independent School District No. 709

Statement of Net Position (Deficit)

June 30, 2023

	Governmental Activities
Assets and Deferred Outflows of Resources	
Current assets	
Cash and temporary cash investments	$ 63,602,473
Current property taxes receivable	23,945,203
Delinquent property taxes receivable	732,349
Accounts receivable	85,450
Interest receivable	22,088
Due from other Minnesota school districts	764,893
Due from the Minnesota Department of Education	10,730,604
Due from the federal government through the Minnesota Department of Education	7,322,418
Due from other governmental units	611,069
Inventory	125,140
Prepaid items	42,301
Total current assets	107,983,988
Right to use assets, net of accumulated amortization	1,948,904
SBITAs, net of amortization	149,276
Capital assets, net of depreciation	
Assets not being depreciated	38,786,710
Assets being depreciated, net	252,244,271
Total capital assets, net of depreciation	291,030,981
Total assets	401,113,149
Deferred outflows of resources	
Items related to OPEB	729,482
Items related to pension plans	28,253,315
Total deferred inflows of resources	28,982,797
Total assets and deferred outflows of resources	$ 430,095,946

Draft

Statement of Net Position (Deficit) (Continued)

June 30, 2023

	Governmental Activities
Liabilities, Deferred Inflows of Resources, and Net Position	
Current liabilities	
Salaries payable	$ 9,071,357
Accounts payable	7,889,906
Accrued interest payable	2,283,702
Due to other Minnesota school districts	
Due to other governments	631
Accrued expenses	4,876,312
Claims payable	103,396
Unearned revenue	254,109
Current portion of long-term liabilities	26,932,352
Total current liabilities	51,411,765
Long-term liabilities	289,323,329
Total liabilities	340,735,094
Deferred inflows of resources	
Property taxes levied for subsequent year's expenditures	42,483,595
Items related to OPEB	2,710,015
Items related to pension plans	17,804,843
Total deferred inflows of resources	62,998,453
Net position (deficit)	
Net investment in capital assets	107,852,497
Restricted	9,188,513
Unrestricted (deficit)	(90,678,611)
Total net position (deficit)	26,362,399
Total liabilities, deferred inflow of resources, and net position (deficit)	$ 430,095,946

See accompanying notes to financial statements.

Draft

Independent School District No. 709

Statement of Activities

For the Year Ended June 30, 2023

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Net (Expenses) Revenue and Changes in Net Position: Governmental Activities
Governmental activities					
District and school administration	$ 7,087,518	$ 14,556	$ 24,585	$	$ (7,048,377)
District support services	12,385,411		174,513		(12,210,898)
Regular instruction	41,403,083	1,083,188	14,222,777		(26,097,118)
Vocational instruction	1,804,238	11,118	11,188		(1,781,932)
Exceptional instruction	29,977,581	1,241,553	2,692,905		(26,043,123)
Instructional support services	5,910,872	4,369	1,263,950		(4,642,553)
Pupil support services	13,047,330		1,516,086		(11,531,244)
Sites, buildings and equipment	19,203,437	660	5,825		(19,196,952)
Food service	4,649,407		3,463,652		(1,185,755)
Community service	8,412,634	2,102,349	3,093,017		(3,217,268)
Interest and fiscal charges on long-term debt	3,036,043				(3,036,043)
Fiscal and other fixed cost programs	3,132,987				(3,132,987)
Total governmental activities	$ 150,050,541	$ 4,457,793	$ 26,468,498	$	(119,124,250)
General revenues					
Taxes					
Property taxes, levied for general purposes					20,152,675
Property taxes, levied for community service					975,202
Property taxes, levied for debt service					20,291,138
State aid-formula grants					95,380,801
Other general revenues					9,070,948
Investment earnings					1,695,911
Total general revenues					147,566,675
Change in net position					28,442,425
Net position (deficit), beginning of the year					(2,080,026)
Net position (deficit), end of the year					$ 26,362,399

See accompanying notes to financial statements.

Draft

Independent School District No. 709

Governmental Funds – Balance Sheet

June 30, 2023

	General Fund	Capital Projects Fund	Debt Service Fund	Nonmajor Governmental Funds	Total Governmental Funds
Assets					
Cash and temporary investments	$ 28,702,312	$ 13,849,070	$ 15,509,998	$ 4,909,943	$ 62,971,323
Current property taxes receivable	10,443,598		12,970,801	530,804	23,945,203
Delinquent property taxes receivable	319,411		396,704	16,234	732,349
Accounts receivable	51,008			33,264	84,272
Interest receivable	22,088				22,088
Due from other Minnesota school districts	719,149			45,744	764,893
Due from the Minnesota Department of Education	10,188,691		220,472	321,441	10,730,604
Due from the federal government through the Minnesota Department of Education	6,786,781			535,637	7,322,418
Due from other governmental units	611,069				611,069
Inventory	26,473			98,667	125,140
Prepaid expenses	42,301				42,301
Total assets	$ 57,912,881	$ 13,849,070	$ 29,097,975	$ 6,491,734	$ 107,351,660
Liabilities					
Salaries payable	$ 8,638,147	$	$	$ 433,210	$ 9,071,357
Accounts payable	6,109,325	1,558,284		222,257	7,889,866
Due to other Minnesota school districts					
Due to other governments	631				631
Accrued expenses	4,682,456			193,856	4,876,312
Unearned revenue	156,987			70,687	227,674
Total liabilities	19,587,546	1,558,284		920,010	22,065,840
Deferred Inflows of Resources					
Unavailable revenue - delinquent property taxes	319,411		396,704	16,234	732,349
Property taxes levied for subsequent year's expenditures	15,432,238		25,982,623	1,068,734	42,483,595
Total deferred inflows of resources	15,751,649		26,379,327	1,084,968	43,215,944
Fund balances					
Nonspendable	68,774			98,667	167,441
Restricted	4,767,753	12,290,786	2,718,648	4,388,089	24,165,276
Assigned	17,743,919				17,743,919
Unassigned	(6,760)				(6,760)
Total fund balances	22,573,686	12,290,786	2,718,648	4,486,756	42,069,876
Total liabilities, deferred inflows of resources and fund balances	$ 57,912,881	$ 13,849,070	$ 29,097,975	$ 6,491,734	$ 107,351,660

See accompanying notes to financial statements.

Draft

Governmental Funds – Reconciliation of the Balance Sheet to the Statement of Net Position (Deficit)

June 30, 2023

Total fund balances - governmental funds	$	42,069,876
Amounts reported for governmental activities in the statement of activities are different because:		
Capital assets used in governmental activities are not financial resources and therefore are not reported as assets in governmental funds.		
Cost of capital assets		383,224,021
Less accumulated depreciation		(92,193,040)
Right of use assets		5,278,570
Less accumulated amortization		(3,329,666)
SBITAs		298,551
Less accumulated amortization		(149,275)
Long-term liabilities, including bonds, capital leases payable, compensated absences, and severance benefits, are not due and payable in the current period and therefore are not reported as liabilities in the funds. Also, governmental funds report the effect of premiums and discounts when debt is first issued, whereas these amounts are deferred and amortized in the statement of net position.		
General obligation bonds		(63,872,602)
Certificates of participation		(109,445,000)
Contract payable		(7,986)
Leases payable		(3,073,424)
SBITAs payable		(144,374)
Compensated absences		(482,680)
Severance benefits		(27,322,191)
Unamortized bond premium and discounts		(8,736,362)
Other postemployment benefits and the deferred outflows of resources and deferred inflows of resources related to OPEB are only reported in the statement of net position.		
Total OPEB liability		(15,401,656)
Deferred outflows of resources related to OPEB		729,482
Deferred inflows of resources related to OPEB		(2,710,015)
The net pension liability and the deferred outflows of resources and inflow of resources of resources related to pensions are only reported in the statement of net position.		
Net pension liability		(87,769,406)
Deferred outflows of resources related to pensions		28,253,315
Deferred inflows of resources related to pensions		(17,804,843)
Delinquent property taxes receivable will be collected this year, but are not available soon enough to pay for the current period's expenditures, and therefore are deferred in the funds.		732,349
Governmental funds do not report a liability for accrued interest until due and payable.		(2,283,702)
An internal service fund is used by management to charge the costs of OPEB to individual funds. These assets and liabilities of the internal service fund are included in the statement of net position.		502,457
Total net position (deficit) - governmental activities	$	26,362,399

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See accompanying notes to financial statements.

Independent School District No. 709

General Fund – Statement of Revenues, Expenditures, and Changes in Fund Balance

For the Year Ended June 30, 2023

	General Fund	Capital Projects Fund	Debt Service Fund	Nonmajor Governmental Funds	Total Governmental Funds
Revenues					
Local property tax levies	$ 20,014,998	$	$ 20,344,005	$ 969,342	$ 41,328,345
Other local and county revenues	3,946,837			2,310,009	6,256,846
Revenue from state sources	90,264,152		2,204,846	2,911,803	95,380,801
Revenue from federal sources	18,501,276			6,349,410	24,850,686
Sales and other conversion of assets	138,271			1,111,633	1,249,904
Interest income	1,300,353	395,558	-		1,695,911
Total revenues	134,165,887	395,558	22,548,851	13,652,197	170,762,493
Expenditures					
Current					
District and school administration	6,963,552				6,963,552
District support services	12,062,327				12,062,327
Regular instruction	54,584,490				54,584,490
Vocational instruction	1,682,223				1,682,223
Exceptional instruction	29,941,822				29,941,822
Community education and services				8,408,207	8,408,207
Instructional support services	5,908,092				5,908,092
Pupil support services	12,428,816			4,638,497	17,067,313
Site, buildings, and equipment	9,294,561	317,244			9,611,805
Fiscal and other fixed cost programs	3,132,987				3,132,987
Debt service					
Principal	1,699,953		18,945,000		20,644,953
Interest and other fiscal costs	919,643		5,380,884		6,300,527
Capital outlay	2,268,997	18,450,325		13,411	20,732,733
Total expenditures	140,887,463	18,767,569	24,325,884	13,060,115	197,041,031
Excess (deficiency) of revenues over expenditures	(6,721,576)	(18,372,011)	(1,777,033)	592,082	(26,278,538)
Other financing sources (uses)					
Insurance recovery	30,751		-		30,751
Premium on the issuance of debt		136,693			136,693
Sale of capital assets	7,653,600				7,653,600
Transfer of fund balance	(1,637)		-	1,637	
Total other financing sources	7,682,714	136,693	-	1,637	7,821,044
Net change in fund balance	961,138	(18,235,318)	(1,777,033)	593,719	(18,457,494)
Fund balances, beginning	21,612,548	30,526,104	4,495,681	3,893,037	60,527,370
Fund balances, ending	$ 22,573,686	$ 12,290,786	$ 2,718,648	$ 4,486,756	$ 42,069,876

See accompanying notes to financial statements.

Draft

Independent School District No. 709

General Fund – Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balance to the Statement of Activities

For the Year Ended June 30, 2023

Total net changes in fund balances - governmental funds	$ (18,457,494)
Amounts reported for governmental activities in the statement of activities are different because:	
Capital outlays are reported in governmental funds as expenditures. However in the statement of activities, the costs of those assets is allocated over the estimated useful lives as depreciation expense.	
Capital outlays	21,412,306
Depreciation expense	(7,411,657)
Right of use assets	51,544
Right of use assets amortization	(1,918,069)
SBITAs	298,551
SBITAs amortization	(149,275)
Governmental funds only report the disposal of capital assets to the extent proceeds are received from the sale. In the statement of activities a gain or (loss) is reported for each disposal.	
Loss from disposal of capital assets	(2,433,196)
The issuance of long-term debt provides current financial resources to governmental funds but increase long-term liabilities in the statement of net position.	
Lease liabilities	(51,544)
SBITA liabilities	(298,551)
Repayment of bond and capital lease principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the statement of net position. Also, governmental funds report the effect of premiums and discounts when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities.	
Principal payments on general obligations bonds	6,095,000
Principal payments on certificates of participation	14,545,000
Principal payments on leases	1,262,272
Principal payments on SBITAs	154,177
Principal payments on contracts payable	90,588
Amortization of bond premiums/discounts	1,737,358
Interest on long-term debt in the statement of activities differs from the amount reported in the governmental funds because interest is recognized as an expenditure in the funds when it is due, and thus requires the use of current financial resources. In the statement of activities, however, interest expense is recognized as the interest accrues, regardless of when it is due.	375,137
Vested employee benefits are reported in the governmental funds when amounts are paid. The statement of activities reports the value of benefits earned during the year.	
Change in total OPEB liability	1,546,972
Change in deferred outflows of resources related to OPEB	21,072
Change in deferred inflows of resources related to OPEB	(1,306,625)
Change in severance benefits	(5,891,710)
Change in compensated absences	(87,714)
Change in net pension liability	(42,768,359)
Change in deferred outflows of resources related to pensions	1,758,776
Change in deferred inflows of resources related to pensions	60,054,283
Delinquent property taxes receivable will be collected this year, but are not available soon enough to pay for the current period's expenditure, and therefore are deferred in the funds.	(90,671)
The net income of the internal service fund is reported in the statement of activities.	(95,746)
Change in net position - governmental activities	$ 28,442,425

Draft

Independent School District No. 709

General Fund – Statement of Revenues, Expenditures, and Change in Fund Balance – Budget to Actual

For the Year Ended June 30, 2023

	Budget			Variance Over (Under)
	Original	Final	Actual	
Revenues				
Local property tax levies	$ 6,326,796	$ 21,080,166	$ 20,014,998	$ (1,065,168)
Other local and county revenues	2,732,800	3,545,952	3,946,837	400,885
Revenue from state sources	99,912,267	90,508,018	90,264,152	(243,866)
Revenue from federal sources	10,232,905	17,482,766	18,501,276	1,018,510
Sales and other conversion of assets	136,906	136,906	138,271	1,365
Interest income			1,300,353	1,300,353
Total revenues	119,341,674	132,753,808	134,165,887	1,412,079
Expenditures				
Current				
District and school administration	5,778,734	6,027,239	6,963,552	936,313
District support services	6,053,200	10,672,660	12,062,327	1,389,667
Regular instruction	49,717,392	56,224,193	54,584,490	(1,639,703)
Vocational instruction	1,433,464	1,433,464	1,682,223	248,759
Exceptional instruction	25,790,372	25,922,203	29,941,822	4,019,619
Instructional support services	3,645,021	4,255,916	5,908,092	1,652,176
Pupil support services	9,059,193	10,151,440	12,428,816	2,277,376
Site, buildings, and equipment	9,735,671	9,851,706	9,294,561	(557,145)
Fiscal and other fixed cost programs	3,436,791	3,436,791	3,132,987	(303,804)
Debt service				
Principal	1,612,000	1,612,000	1,699,953	87,953
Interest and other fiscal costs	1,122,300	1,122,300	919,643	(202,657)
Capital outlay	1,959,098	1,930,126	2,268,997	338,871
Total expenditures	119,343,236	132,640,038	140,887,463	8,247,425
Excess (deficiency) of revenues over expenditures	(1,562)	113,770	(6,721,576)	(6,835,346)
Other financing sources (uses)				
Transfers out			(1,637)	(1,637)
Sale of capital assets			7,653,600	7,653,600
Total other financing sources (uses)			7,651,963	7,651,963
Net change in fund balance	(1,562)	113,770	930,387	816,617
Fund balance, beginning	21,612,548	21,612,548	21,612,548	
Fund balance, ending	$ 21,610,986	$ 21,726,318	$ 22,542,935	$ 816,617

Draft

See accompanying notes to financial statements.

Independent School District No. 709

Proprietary Funds – Internal Service Funds - Statement of Net Position

June 30, 2023

		Dental Insurance Fund
Assets		
Cash and temporary cash investments	$	631,150
Accounts receivable		1,178
Total assets	$	632,328
Liabilities		
Accounts payable	$	40
Claims payable		103,396
Unearned revenue		26,435
Total liabilities		129,871
Net position		
Unrestricted		502,457
Total net position		502,457
Total liabilities and net position	$	632,328

See accompanying notes to financial statements.

Draft

Independent School District No. 709

Proprietary Funds – Internal Service Funds - Statement of Revenues, Expenses, and Changes in Net Position

For the Year Ended June 30, 2023

	Dental Plan Fund
Operating revenues	
Contributions from the District and employees	$ 911,485
Total operating revenues	911,485
Operating expenses	
Dental care benefits/claims	949,533
Administrative costs	57,698
Total operating expenses	1,007,231
Operating loss	(95,746)
Net position, beginning of year	598,203
Net position, end of year	$ 502,457

See accompanying notes to financial statements.

Draft

Independent School District No. 709

Proprietary Funds – Internal Service Funds - Statement of Cash Flows

For the Year Ended June 30, 2023

		Dental Plan Fund
Cash flows from operating activities		
Contributions from the District and employees	$	909,913
Payments for health care premiums		(866,409)
Payments for administrative costs		(57,698)
Net cash used in operating activities		(14,194)
Cash, beginning of year		645,344
Cash, end of year	$	631,150
Reconciliation of operating loss to net cash used in operating activities		
Operating income (loss)	$	(95,746)
Change in assets and liabilities		
Accounts receivable		(394)
Accounts payable		81,946
Net cash used in operating activities	$	(14,194)

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See accompanying notes to financial statements.

Independent School District No. 709

Fiduciary Funds – Statement of Fiduciary Net Position

June 30, 2023

	Federal Employee Benefit Trust Fund	Private-Purpose Fund
Assets		
Cash and temporary investments	$ 687,185	$
Investments	1,094,189	140,948
Total assets	$ 1,781,374	$ 140,948
Liabilities		
	$	$
Net position		
Restricted for endowment		121,521
Restricted for clock tower		19,427
Restricted for retirees	1,781,374	
Total net position	1,781,374	140,948
Total liabilities and net position	$ 1,781,374	$ 140,948

See accompanying notes to financial statements.

Draft

Fiduciary Funds – Statement of Changes in Fiduciary Net Position

For the Year Ended June 30, 2023

	Federal Employee Benefit Trust Fund	Private-Purpose Fund
Additions		
Contributions	$ 241,674	$
Interest	39,226	760
Total additions	280,900	760
Deductions		
Benefits paid		
Pupil support services		
Total deductions		
Change in net position	280,900	760
Net position		
Beginning of year	1,500,474	140,188
End of year	$ 1,781,374	$ 140,948

See accompanying notes to financial statements.

Draft

Notes to Financial Statements

For the Year Ended June 30, 2023

Note 1 Summary of Significant Accounting Policies

Independent School District No. 709 (District) was formed and operates pursuant to applicable Minnesota laws and statutes. The Governing Body consists of a seven-member Board elected by voters of the District. Members are elected for four-year terms. The financial statements of the District have been prepared in conformity with accounting principles generally accepted in the United States as applied to governmental units. The Governmental Accounting Standards Board is the accepted standard setting board for establishing governmental accounting and financial reporting principles.

Reporting Entity

The District's financial statements include all funds, departments, agencies, boards, commissions, and other component units for which the District is considered to be financially accountable or for which the exclusion of would render the financial statements to be misleading. The District has considered all potential units for which it is financially accountable, and other organizations for which the nature and significance of their relationship with the District are such that the exclusion would cause the District's financial statements to be misleading or incomplete. Based on criteria established by the Governmental Accounting Standards Board, there are no organizations considered to be component units of the District.

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Basic Financial Statement Presentation

The government-wide financial statements (i.e. the statement of net position and the statement of activities) display information about the reporting government as a whole. These statements include all the financial activities of the District, except for the fiduciary funds. The fiduciary funds are only reported in the statement of fiduciary net position at the fund financial statement level.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

The District applies restricted resources first when an expense is incurred for the purpose for which both restricted and unrestricted net position is available. Depreciation expense that can be specifically identified by function and is included in the direct expenses of each function. Interest on long-term debt is considered an indirect expense and is reported separately on the statement of activities. Generally, the effect of material inter-fund activity has been removed from the government-wide financial statements.

Separate fund financial statements are provided for governmental, proprietary and fiduciary funds. Major individual governmental funds are reported as a separate column in the fund financial statements. Aggregated information for the remaining non-major governmental funds is reported in a single column in the fund financial statements.

Notes to Financial Statements (Continued)

For the Year Ended June 30, 2023

Note 1 Summary of Significant Accounting Policies (Continued)

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenue of the District's internal service fund is charges to customers for service. Operating expenses for the internal service funds include the cost of services. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

The fiduciary funds are presented in the fiduciary fund financial statements by type (benefit trust and private trust). Since by definition these assets are being held for the benefit of a third party (employees and donors) and cannot be used to address activities or obligations of the District, these funds are not incorporated into the government-wide statements.

Measurement Focus and Basis of Accounting

The accounting and financial reporting treatment applied is determined by its measurement focus and basis of accounting. The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary and fiduciary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are generally recognized as revenues in the fiscal year for which they are levied, except for amounts recognized in advanced accordance with a statutory "tax shift" described later in these notes. Grants and similar items are recognized when all eligibility requirements imposed by the provider have been met.

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Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this basis of accounting transactions are recorded in the following manner:

1. Revenue Recognition - Revenue is recognized when it becomes measurable and available. "Measurable" means the amount of the transaction can be determined and "available" means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. Property tax revenue is generally considered as available if collected within 60 days after year-end. State revenue is recognized in the year in which it applies according to Minnesota Statutes. Minnesota Statutes include state aid funding formulas for specific fiscal years. Federal revenue is recorded in the year in which the related expenditure is made. Other revenue is considered available if collected within one year.

2. Recording of Expenditures - Expenditures are generally recorded when a liability is incurred. However, expenditures are recorded as prepaid for approved disbursements or liabilities incurred in advance of the year in which the item is to be used. Principal and interest on long-term debt issues are recognized on their due dates.

Proprietary funds are accounted for using the accrual basis of accounting. These funds account for operations that are primarily financed by user charges. The District's internal service fund is used to account for the revocable trust fund established to provide funds needed for future OPEB obligations for employees and retirees.

A general summary of the nature and purpose of each of the funds maintained by the District follows:

Notes to Financial Statements (Continued)

For the Year Ended June 30, 2023

Note 1 Summary of Significant Accounting Policies (Continued)

Major Governmental Funds

General Fund - This fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund. The general fund accounts for administration, early childhood special education through 12th grade instruction, transporting students to and from school, maintenance of facilities, equipment purchases and maintenance and capital projects.

Capital Projects Fund - The Capital Projects Fund is used to account for financial resources used in the acquisition and construction of major capital facilities.

Debt Service Fund - The Debt Service Fund accounts for the accumulation of resources for the retirement of principal and interest on all general obligation bond indebtedness, other than the District's OPEB bonds. Assets of the Debt Service Fund are restricted to the payment of bond principal and interest.

Nonmajor Governmental Funds

Special Revenue Funds - These funds are used to account for the proceeds of specific revenue sources that are restricted by law or administrative action to expenditure for specified purposes. The District's has two special revenue funds:

Food Service Fund - is used to account for food service revenues and expenditures. Revenues consist of state and federal aids, grants, and sales to pupils and adults.

Community Service Fund - is used to account for services provided to residents in the areas of recreation, civic activities, nonpublic pupils, adult or early childhood programs, K-6 extended day programs, or other similar services. Revenues consist of state and federal aids, grants, and program participant fees.

Proprietary Funds

Dental Insurance Fund - This internal service fund is used to account for dental benefits for employees who are covered by the self-insured plan of the District.

Fiduciary Funds

Private Purpose Trust Fund - These funds are used to account for specific purposes that were defined by the individual that gave the funds. The District includes the Miller Memorial Playground endowment and the Clock Tower endowment as Private Purpose Trust Funds.

Federal Employee Benefit Trust Fund - These funds are used to account for employees' severance for federally funded programs.

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Notes to Financial Statements (Continued)

For the Year Ended June 30, 2023

Note 1 Summary of Significant Accounting Policies (Continued)

Budgeting

Formal budgetary accounting is employed as a management control for all funds of the District. For each fund for which a formal budget is adopted, the budget is prepared on the same basis of accounting as the fund financial statements. The budget is adopted through passage of a resolution. The School Board must approve revisions. Legal budgetary control is at the fund account level. The annual budget is not legally binding on the District unless the District has a total deficit in its general fund, which exceeds 2.5 percent of expenditures.

Cash and Temporary Investments

Cash and investments of the individual funds are combined to form a pool, except for fiduciary funds, and are invested to the extent available in various securities as authorized by state law. Investments in state and local government securities are recorded at fair value, based on quoted market price. Negotiable certificates of deposit are recorded at cost, which approximates fair value. Money market accounts and investments in external investment pools are recorded at fair value, based on the fair value of the position in the pool. Earnings from the pooled investments are distributed between the funds based on their prorated portion of monthly cash balances.

The District considers highly liquid investments with an original maturity of three months or less when purchased to be cash equivalents.

Draft

Receivables

All receivables are shown net of any allowance for uncollectible amounts. No allowances for uncollectibles have been recorded. The only receivables not expected to be collected within one year are delinquent property taxes receivable.

Inventory

General Fund inventory includes instructional and other materials held in the central storeroom. Inventory in the Food Service Fund consists of food and supplies. The General Fund central storeroom inventory is priced using the weighted average method. All inventories are accounted for using the consumption method. Under the consumption method, expenditures are recognized when inventory is used rather than when purchased. Food and supplies are valued at cost on a first-in, first-out basis.

Prepaid Expenses

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid expenses.

Notes to Financial Statements (Continued)

For the Year Ended June 30, 2023

Note 1 Summary of Significant Accounting Policies (Continued)

Property Taxes

Property taxes are set by the school board and certified to the county auditor who acts as collecting agent, in December of the year prior to collection. Taxes become a lien on property on the following January 1. Minnesota school districts operate under a levy limitation law that generally limits annual increases in taxes per capita. This law does not cover levies for bonded indebtedness.

Real property taxes may be paid by taxpayers in two equal installments on May 15 and October 15. Personal property taxes may be paid on February 28 and June 30. The county provides tax settlements to school districts and other taxing districts in January, March, June, and November or December. Portions of the tax levy paid by the state in the form of credits are included in revenue from state sources.

Generally, tax revenue is recognized in the fiscal year ending June 30, following the calendar year in which the tax levy is collectible, while the current calendar year tax levy is recorded as a deferred inflow of resources (property taxes levied for subsequent year). General fund revenue is determined annually by statutory funding formulas. These formulas allocate revenue between property taxes and state aids based on education funding priorities set by the Minnesota State Legislature. Changes in this allocation result in an annual change in property tax revenue recognition referred to as the "tax shift". In prior years, the amount of shift has varied between 0 and 50 percent.

Draft

The following is a summary of tax shift transactions by fund:

	(0.0%) Total Shift June 30, 2022	State Aid Adjustment	Revenue Adjustment	(0.0%) Total Shift June 30, 2023
General Fund	$ 1,359,633	$	$ 115,739	$ 1,475,372

Taxes that remain unpaid are classified as delinquent taxes receivable. Revenue from these delinquent property taxes that is not collected within 60 days of year-end is reported as a deferred inflow of resources in the fund based financial statements (unavailable revenue – delinquent taxes) because it is not available to finance the operations of the District in the current year. No allowance for uncollectible taxes is considered necessary.

Capital Assets

Capital assets are recorded at historical cost if purchased, or estimated historical cost for assets where actual historical cost is not available, based on an appraisal performed as of June 30, 2023. Donated assets are recorded as capital assets at their estimated acquisition value at the date of donation. The District maintains a threshold level of $5,000 or more for capitalizing capital assets. The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized.

Notes to Financial Statements (Continued)

For the Year Ended June 30, 2023

Note 1 Summary of Significant Accounting Policies (Continued)

Capital assets are reported in the government-wide financial statements, but are not reported in the fund financial statements. Capital assets are depreciated using the straight-line method over their estimated useful lives, ranging from five to fifty years.

Capital assets not being depreciated include land and construction in progress.

The District does not possess any material amounts of infrastructure capital assets. Items such as sidewalks and other land improvements are considered to be part of the cost of buildings or other improvable property.

Unearned Revenue

Unearned revenue results when asset recognition criteria have been met, but revenue recognition criteria have not been met. The balance consists primarily of revenue that will be recognized based on future expenditures.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The District has reported deferred outflows of resources related to pensions for its proportionate shares of collective deferred outflows of resources related to pensions and the District's contributions to pension plans subsequent to the measurement date of the collective net pension liability. The District has also reported deferred outflows of resources related to OPEB for the changes of assumption and the District's contributions subsequent to the measurement date of the total OPEB liability.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The District has reported unavailable revenue from delinquent property taxes, which arises only under a modified accrual basis of accounting, in the governmental funds balance sheet. The District has also reported property taxes levied for subsequent years expenditures as a deferred inflow of resources in both the governmental funds balance sheet and the statement of net position. The District has also reported deferred inflows of resources for its proportionate share of the collective deferred inflows of resources related to pensions. The District has also reported deferred inflows of resources related to OPEB for the difference between expected and actual liability and changes in assumptions.

Long-term Obligations

In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities. Bond premiums and discounts are deferred and amortized over the life of the bonds using the effective interest method. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as expenses.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Draft

Notes to Financial Statements (Continued)

For the Year Ended June 30, 2023

Note 1 Summary of Significant Accounting Policies (Continued)

Leases

The District is a lessee in a noncancelable lease. If the contract provides the District the right to substantially all the economic benefits and the right to direct the use of the identified asset, it is considered to be or contain a lease. Right-of-use (ROU) assets and lease liabilities are recognized at the lease commencement date based on the present value of the future lease payments over the expected lease term. The ROU asset is also adjusted for any lease prepayments made, lease incentives received, and initial direct costs incurred.

The lease liability is initially and subsequently recognized based on the present value of its future lease payments. Variable payments are included in the future lease payments when those variable payments depend on an index or a rate. Increases (decreases) to variable lease payments due to subsequent changes in an index or rate are recorded as variable lease expense (income) in the future period in which they are incurred.

The discount rate used is the implicit rate in the lease contract, if it is readily determinable, or the District's incremental borrowing rate. The District uses the incremental borrowing rate based on the information available at the commencement date for all leases. The District's incremental borrowing rate for a lease is the rate of interest it would have to pay on a collateralized basis to borrow an amount equal to the lease payments under similar terms and in a similar economic environment.

The ROU asset for leases is amortized on a straight-line basis over the lease term.

Draft

Subscription Based Information Technology Arrangements (SBITAs)

The District is a party to multiple noncancelable subscription based information technology arrangements (SBITAs). If the contract provides the District the right to use the present service capacity and the right to direct the use of the identified asset, it is considered to be or contain a SBITA. Subscription-based assets and liabilities are recognized at the agreement commencement date based on the present value of the future payments over the expected contract term. The SBITA asset is also adjusted for any prepayments made and capitalizable initial implementation costs as incurred.

The SBITA liability is initially and subsequently recognized based on the present value of its future payments. Variable payments are included in the present value when the underlying rate or index is fixed and predictable for the life of the lease. Variable costs that depend on an unpredictable index are accounted for as expenses as they are incurred. Increases (decreases) to variable payments due to subsequent changes in an index or rate are recorded as an adjustment to expense in the period in which they are incurred.
The discount rate used is the implicit rate in the SBITA contract, if it is readily determinable, or the District's incremental borrowing rate.

For all underlying classes of assets, the District does not recognize SBITA assets and liabilities for short-term agreements that have a contract term of 12 months or less at contract commencement. Contracts containing termination clauses in which either party may terminate without cause and the notice period is less than 12 months are deemed short-term agreements with costs included in expense.

Compensated Absences

Vacation granted and sick pay earned is based on length of service and various bargaining unit contracts. A liability is recorded for earned but unpaid vacation. Unused sick leave enters into the calculation of severance payments for some employees upon termination.

Note 1 Summary of Significant Accounting Policies (Continued)

Severance Benefits

Upon retirement, some District employees are entitled to a severance amount based on accumulated unused sick leave, age, years of service and wage rate at the date of retirement, as established by contracts with bargaining units or other employment contracts. These contracts establish the terms and amounts each retiree is eligible to receive and establish when this severance benefit vests, all of which may differ between each bargaining unit and employee group. In the fund financial statements, a liability is recorded for severance pay when the employee retires. In the government-wide financial statements, a liability is recorded for severance pay at the time the employee becomes eligible for retirement.

Pensions

For the purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about fiduciary net position of the Teachers Retirement Association (TRA) and Public Employees Retirement Association (PERA) and additions to/deductions from TRA and PERA's fiduciary net position have been determined on the same basis as they are reported by TRA and PERA. For this purpose, plan contributions are recognized as of employer payroll paid dates and benefit payments and refunds are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Draft

TRA has a special funding situation created by direct aid contributions made by the State of Minnesota, City of Minneapolis and Minneapolis School District. The direct aid is a result of the merger of the Minneapolis Teachers Retirement Fund Association into TRA in 2006. A second direct aid source is from the State of Minnesota for the merger of the Duluth Teacher's Retirement Fund Association (DTRFA) in 2015. Additional information can be found in Note 8.

Other Postemployment Benefits (OPEB)

The District provides postemployment health insurance benefits to some retired employees as established by contracts with bargaining units or other employment contracts. These contracts state the years, age and retiring dates needed to qualify for these postemployment benefits. The contracts also establish the amount the District will contribute towards the purchase of health insurance.

Fund Balance

In the fund financial statements, governmental funds report fund balance amounts within one of the following categories: non-spendable, restricted, committed, assigned, or unassigned. Non-spendable fund balance consists of amounts that cannot be spent because it is not in spendable form. Restricted fund balance consists of amounts related to externally imposed constraints established by creditors, grantors or contributors; or constraints imposed by state statutory provisions. Committed fund balance consists of amounts that are constrained for specific purposes that are internally imposed by a formal action of the School Board. Assigned fund balance consists of amounts intended to be used for specific purposes but do not meet the criteria to be classified as restricted or committed.

Notes to Financial Statements (Continued)

For the Year Ended June 30, 2023

Note 1 Summary of Significant Accounting Policies (Continued)

The District applies restricted resources first when an expense is incurred for the purpose for which both restricted and unrestricted fund balance is available. The portion of the fund balance not non-spendable, restricted, committed or assigned is reported as unassigned fund balance. If resources from more than one fund balance classification could be spent, the District will strive to spend resources in the following order: non-spendable, restricted, committed, assigned and unassigned.

In accordance with the District's fund balance policy, a majority vote of the School Board is required to commit a fund balance to a specific purpose and subsequently to remove or change any constraint so adopted by the board and the District's management is authorized to assign fund balance to a specific purpose.

The District strives to maintain a minimum unassigned General Fund fund balance equal to 8 percent of the annual expenditures budget. At June 30, 2022, the District had met the minimum fund balance goal.

Net Position

Net position represents the difference between assets and deferred outflows of resources, and liabilities and deferred inflows of resources, in the government-wide, proprietary and fiduciary fund financial statements. Net investment in capital assets consists of capital assets, net of accumulated depreciation, reduced by the outstanding balance of any long-term debt used to build or acquire the capital assets. Net position is reported as restricted in the government-wide financial statements when there are limitations imposed on their use through external restrictions imposed by creditors, grantors, laws or regulations of other governments, or imposed by law through constitutional provisions or enabling legislation.

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Subsequent Events

In preparing these financial statements, the District has evaluated events and transactions for potential recognition or disclosure through December 19, 2023, the date the financial statements were available to be issued. There were no subsequent events identified by the District that are required to be disclosed.

Change in Accounting Policy

In May 2020, the Governmental Accounting Standards Board (GASB) issued GASB Statement No. 96, SBITAs. The statement will enhance the relevance and reliability of a government's financial statements by requiring a government to report a subscription asset and subscription liability for a SBITA and to disclose essential information about the arrangement. The District adopted this guidance for the year ended June 30, 2023. The adoption of this guidance did not affect beginning net position and, accordingly, restatement of beginning July 1, 2022, net position was not necessary.

Notes to Financial Statements (Continued)

For the Year Ended June 30, 2023

Note 2 Deposits and Investments

Deposits

In accordance with Minnesota Statutes, the District maintains deposits at those depositories authorized by the School Board. Such depositories are members of the Federal Reserve System.

Minnesota Statutes require that all District deposits be protected by insurance, surety bond, or collateral. Authorized collateral includes certain notes secured by first mortgages; obligations that are legally authorized investments for debt service funds and certain state or local government obligations. Minnesota Statutes require that securities pledged as collateral be held in safekeeping by the District Treasurer or in a financial institution other than that furnishing collateral. The market value of collateral pledged must equal 110 percent of the deposits not covered by insurance or bonds.

Custodial Credit Risk - Deposits - Custodial credit risk is the risk that in the event of a financial institution failure, the District's deposits may not be returned to it. The District requires collateral for deposits over FDIC insurance amounts. At June 30, 2023, the District's deposits were not exposed to custodial credit risk.

Investments

The District may also invest idle funds as authorized by Minnesota statutes, as follows: direct obligations or obligations guaranteed by the United States or its agencies; shares of investment companies registered under the Federal Investment Company Act of 1940 and receives the highest credit rating, is rated in one of the two highest rating categories by a statistical rating agency, and all of the investments have a final maturity of thirteen months or less; general obligations rated "A" or better; revenue obligations rated "AA" or better, general obligations of the Minnesota Housing Finance Agency rated "A" or better; bankers' acceptances of United States' bank eligible for purchase by the Federal Reserve System; commercial paper issued by United States' corporations or their Canadian subsidiaries, of the highest quality category by at least two nationally recognized rating agencies, and maturing in 270 days or less; time deposits fully insured by U.S. banks; guaranteed investment contracts guaranteed by a United States commercial bank, domestic branch of a foreign bank, or a United States insurance company, and with a credit quality in one of the top two highest categories; repurchase or reverse purchase agreements and securities lending agreements with financial institutions qualified as a "depository" by the government entity, with banks that are members of the Federal Reserve System with capitalization exceeding $10,000,000, a primary reporting dealer in U.S. government securities to the Federal Reserve Bank of New York, or certain Minnesota securities broker-dealers.

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Notes to Financial Statements (Continued)

For the Year Ended June 30, 2023

Note 2 Deposits and Investments (Continued)

The Minnesota School District Liquid Asset Fund (MSDLAF) and MN Trust are regulated by Minnesota Statutes and are external investment pools not registered with the Securities and Exchange Commission (SEC). The District's investment in MSDLAF and MN Trust are measured at net asset value per share provided by the pool, which is based on an amortized cost method that approximates fair value. MSDLAF and MN Trust are short-term money market portfolios. The portfolios are managed to maintain a dollar-weighted average portfolio maturity of no greater than 60 days and seeks to maintain a constant net asset value (NAV) per share of $1.00.

Interest rate risk - Interest rate risk is the risk that changes in the market interest rates will adversely affect the fair value of an investment. The District does not have a formal policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

The District had the following investments at June 30, 2023:

		Maturities		
	Fair Value	Less than 1 Year	1-3 Years	Over 3 Years
Money Market Funds	$ 5,197,502	$ 5,197,502	$	$
External Investments Pools	57,237,144	57,237,144		
Negotiable CDs	2,079,883	2,079,883		
Total	$ 64,514,529	$ 64,514,529	$	$

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Credit risk - Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. State law limits investments as discussed above. The District has no investment policy that would further limit its investment choices.

S&P or Moody's Rating	Fair Value
AAAm	$ 62,434,646
Not rated	2,079,883
Total	$ 64,514,529

Notes to Financial Statements (Continued)

For the Year Ended June 30, 2023

Note 2 Deposits and Investments (Continued)

Concentration of credit risk - The concentration risk is the risk of loss that may be caused by the District's investment in a single issuer. The District places no limit on the amount the District may invest in any one issuer.

Custodial risk - The custodial risk for investments is the risk that, in the event of the failure of the counterparty to a transaction, a government will not be able to recover the value of the investment or collateral securities that are in the possession of an outside party. At June 30, 2023, the District's investments were not exposed to custodial risk.

The District categorizes its fair value measurements within the fair value hierarchy established by accounting principles generally accepted in the United States. The hierarchy is based on the valuation inputs used to measure the fair value of the assets. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 are significant unobservable inputs.

The District has the following investments valued at recurring fair value measurements at June 30, 2023:

		Fair Value Measurements Using		
Investments by fair value level		Quoted Prices In Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Debt securities				
Negotiable certificates of deposit	2,079,883		2,079,883	
Total debt securities/investment by fair value level	2,079,883		2,079,883	
Investments measured at the net asset value (NAV)				
External investment pools	57,237,144			
Other Investments				
Money market funds	5,197,502			
Total investments	$ 64,514,529			

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Notes to Financial Statements (Continued)

For the Year Ended June 30, 2023

Note 2 Deposits and Investments (Continued)

The following table sets forth additional disclosures about the District's investments whose value are estimated using net asset value (NAV) as of June 30, 2023:

	Total	Unfunded Commitments	Redemption Frequency	Redemption Notice Period
External Investment Pool - MSDLAF Liquid Class	$ 7,629,372	$ 0	On Demand	2 P.M. Eastern Time transaction deadline.
External Investment Pool - MSDLAF MAX Class	$ 1,170,515	$ 0	14 days, with the exception of direct investments of funds distributed by the State of Minnesota	24-hour notice
External Investment Pool - MN Trust	$ 48,737,257	$ 0	None	None
Total External Pool Investments	$ 57,537,144			

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The District's total cash and investments are as follows:

Petty Cash	$ 5,680
Deposits	1,014,619
Investments	64,514,529
Total	$ 65,524,795

Presented in the basic financial statements as follows:

Statement of Net Position	
Cash and temporary investments	$ 63,602,473
Statement of Fiduciary Net Position	
Private Purpose Trust Fund	
Investments	140,948
Federal Employee Benefit Trust Fund	
Cash and temporary investments	687,185
Investments	1,094,189
Total cash and investments	$ 65,524,795

Notes to Financial Statements (Continued)

For the Year Ended June 30, 2023

Note 3 Capital Assets

The following is a summary of capital assets:

	Balance July 1, 2022	Additions	Deletions	Balance June 30, 2023
Capital assets not being depreciated				
Land	$ 9,899,254			$ 9,899,254
Construction in progress	10,089,860	18,797,596		28,887,456
Total capital assets not being depreciated	19,989,114	18,797,596		38,786,710
Capital assets being depreciated				
Land improvements	3,383,049			3,383,049
Buildings	341,125,655	314,098	10,470,060	330,969,693
Equipment	8,177,732	2,300,612	393,775	10,084,569
Total capital assets being depreciated	352,686,436	2,614,710	10,863,835	344,437,311
Less accumulated depreciation				
Land improvements	2,278,789	150,622		2,429,411
Buildings	85,080,527	6,593,531	8,036,864	83,637,194
Equipment	5,852,706	667,504	393,775	6,126,435
Total accumulated depreciation	93,212,022	7,411,657	8,430,639	92,193,040
Total capital assets being depreciated, net	259,474,414	(4,796,947)	2,433,196	252,244,271
Capital assets, net	$ 279,463,528	$ 14,000,649	$ 2,433,196	$ 291,030,981

Depreciation is charged to governmental functions as follows:

District and school administration	$ 16,016
District support services	195,683
Regular instruction	15,514
Vocational instruction	12,655
Specialized instruction	9,570
Community education	1,927
Instructional support services	2,780
Pupil support services	294,665
Sites, buildings and equipment	6,862,847
Total	$ 7,411,657

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Notes to Financial Statements (Continued)

For the Year Ended June 30, 2023

Note 4 Leases

The following is a summary of leased assets:

	Balance July 1, 2022	Additions	Deletions	Balance June 30, 2023
Right of use assets				
Buildings	$ 5,017,679	$ 51,544	$	5,069,223
Equipment	209,347			209,347
Total right of use assets being depreciated	5,227,026	51,544		5,278,570
Less accumulated amortization				
Building	(1,345,611)	(1,852,083)		(3,197,694)
Equipment	(65,986)	(65,986)		(131,972)
Total accumulated amortization	(1,411,597)	(1,918,069)		(3,329,666)
Total right of use assets being depreciated, net	$ 3,815,429	$ (1,866,525)	$	$ 1,948,904

Lease amortization totaled $1,918,069 during 2022-23.

The District's leases consist of the following:

Arvig Building - lease of space beginning October 1, 2021 through April 30, 2027 in the original principal amount of $545,576, with monthly payments of $8,917, increasing each year starting May 1, 2025 by the Consumer Price Index.

Northwoods Chester Creek - lease of space beginning July 1, 2020 through July 1, 2023 in the original principal amount of $135,550, with monthly payments of $5,802.

UHG - lease of space beginning October 1, 2021 through September 30, 2023 in the original principal amount of $1,366,397, with monthly payments of $582,555.

Tech Village – lease of space beginning October 1, 2021 through September 30, 2023, with one year renewals through September 30, 2030 in the original principal amount of $2,970,156, with monthly payments of $34,668, increasing 3% per year.

Konica – lease of copiers dated September 8, 2020 in the original principal amount of $209,347, with monthly payments of $5,737 through September 2024.

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Notes to Financial Statements (Continued)

For the Year Ended June 30, 2023

Note 4 Leases (continued)

The following is a summary of the changes in leases during 2022-23.

Lease	Balance July 1, 2022	Additions	Reductions	Balance June 30, 2023
Arvig Building	$ 476,760		$ 92,399	$ 384,361
Northwoods Chester Creek	68,697		68,510	187
UHG Lease	861,293		686,488	174,805
Tech Village	2,731,876		336,338	2,395,538
Washington Center		51,544	13,271	38,273
Konica	145,526		65,266	80,260
Total	$ 4,284,152	$ 51,544	$ 1,262,272	$ 3,073,424

Future minimum lease payments by year and in the aggregate consist of the following at June 30, 2023:

Year Ending June 30	Principle	Interest	Total
2024	$ 701,618	$ 80,421	$ 782,039
2025	425,110	65,873	490,983
2026	396,042	53,897	449,939
2027	397,957	41,177	439,134
2028	330,518	30,143	360,661
2029-2031	822,179	28,155	850,334
Total	$ 3,073,424	$ 299,666	$ 3,373,090

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Notes to Financial Statements (Continued)

For the Year Ended June 30, 2023

Note 5 Subscription Based Information Technology Arrangements

The Organization has entered into non-cancelable SBITAs with several third parties. The agreements mature in varying amounts through the fiscal year ended 2024. The related subscription liabilities have been discounted at rates ranging from 3.80 to 3.93%.

The following is a summary of SBITA assets:

	Balance July 1, 2022	Additions	Deletions	Balance June 30, 2023
Subscription-based IT arrangements	$	$ 298,551	$	298,551
Total SBITAs assets being amortized		298,551		298,551
Less accumulated amortization				
Subscription-based IT arrangements		(149,275)		(149,275)
Total accumulated amortization		(149,275)		(149,275)
Total SBITAs being amortized, net	$	$ 149,276	$	$ 149,276

The future payments of these agreements are as follows at June 30, 2023:

	SBITAs		
	Principal	Interest	Total
2024	$ 144,374	$ 5,560	$ 149,934
Total	$ 144,374	$ 5,560	$ 149,934

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Notes to Financial Statements (Continued)

For the Year Ended June 30, 2023

Note 6 Long-Term Obligations

The following is a summary of changes in long-term obligations:

	Balance July 1, 2022	Additions	Reductions	Balance June 30, 2023	Current Portion
General Obligation Bonds Payable					
$44,320,000 General Obligation School Building Refunding Bonds (Series 2015B) due in annual installments of $30,000 to $5,135,000, plus interest at 2.00% to 5.00% from August 1, 2015 to February 1, 2028	$ 28,435,000		$ (4,275,000)	$ 24,160,000	$ 4,490,000
$31,497,602 General Obligation Capital Appreciation Bonds (Series 2021C) due in annual installments of $5,894,859 to $6,711,224, plus interest at 1.54% to 2.15% from February 1, 2029 to February 1, 2033	31,497,602			$ 31,497,602	
$10,035,000 General Obligation Facilities Maintenance Bonds (Series 2021D) due in annual installments of $1,820,000 to $4,165,000, plus interest at 2.00% from August 1, 2022 to February 1, 2026	10,035,000		(1,820,000)	$ 8,215,000	4,165,000
Plus deferred amounts for net premiums/discounts	1,469,793		(234,310)	$ 1,235,483	234,309
Total General Obligation Bonds Payable	71,437,395		(6,329,310)	65,108,085	8,889,309
Certificates of Participation					
$82,605,000 Full Term Refunding Certificates of Participation, Series 2016A due in annual installments of $4,470,000 to $9,900,000 plus interest at 3.00% to 5.00% beginning in 2017	50,250,000		(6,865,000)	$ 43,385,000	7,440,000
$24,130,000 Refunding Certificates of Participation, Series 2019A due in annual installments of $1,350,000 to $2,585,000 plus interest at 3.00% to 4.20% beginning in 2020	20,385,000		(1,260,000)	$ 19,125,000	1,300,000
$41,715,000 Refunding Certificates of Participation, Series 2019B due in annual installments of $4,215,000 to $5,935,000 plus interest at 5.00% beginning in 2020	30,065,000		(4,155,000)	$ 25,910,000	4,470,000

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Notes to Financial Statements (Continued)

For the Year Ended June 30, 2023

Note 6 Long-Term Obligations (Continued)

	Balance July 1, 2022	Additions	Reductions	Balance June 30, 2023	Current Portion
$2,710,000 Full Term Refunding Certificates of Participation, Series 2019C due in annual installments of $295,000 to $350,000 plus interest at 5.00% beginning in 2020	1,895,000		(280,000)	$ 1,615,000	295,000
$18,385,000 Full Term Refunding Certificates of Participation, Series 2021A due in annual installments of $1,570,000 to $4,145,000 plus interest at .71% to 1.72% beginning in 2022	16,815,000		(1,550,000)	$ 15,265,000	1,560,000
$5,070,000 Refunding Certificates of Participation, Series 2021B due in annual installments of $405,000 to $505,000 plus interest at 2.60% to 3.00% beginning in 2022	4,580,000		(435,000)	$ 4,145,000	450,000
Plus deferred amounts for net premiums/discounts	9,003,927		(1,503,048)	$ 7,500,879	1,503,048
Total Certificates of Participation	132,993,927		(16,048,048)	116,945,879	17,018,048
Contracts payable	98,574		(90,588)	7,986	6,087
Leases payable	4,284,152	51,544	(1,262,272)	3,073,424	701,618
SBITAs		298,551	(154,177)	144,374	144,374
Compensated absences	394,966	87,714		482,680	172,916
Severance benefits	21,430,481	8,387,036	(2,495,326)	27,322,191	
Net pension liability	45,001,047	48,606,518	(5,838,159)	87,769,406	
Total OPEB obligation	16,948,628	1,691,511	(3,238,483)	15,401,656	
Total	$ 292,589,170	$ 59,122,874	$ (35,456,363)	$ 316,255,681	$ 26,932,352

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General Obligation Bonds and Certificates of Participation are paid from the Debt Service Fund and the General Fund. Capital leases are paid from the General Fund. Compensated absences, severance benefits, OPEB obligations, and net pension liability are paid from the General Fund, Food Service Fund, Community Service Fund or the Federal Employee Benefit Trust Fund.

Notes to Financial Statements (Continued)

For the Year Ended June 30, 2023

Note 6 Long-Term Obligations (Continued)

Annual debt service requirements for years ending June 30 are:

	General Obligation Bonds			Certificates of Participation		
	Principal	Interest	Total	Principal	Interest	Total
2024	$ 8,655,000	$ 956,400	$ 7,339,460	$ 15,515,000	$ 4,425,957	$ 19,598,587
2025	6,680,000	693,500	9,611,400	17,055,000	3,746,385	19,940,957
2026	6,915,000	466,400	7,373,500	19,625,000	3,008,640	20,801,385
2027	4,990,000	303,750	7,381,400	21,000,000	2,186,370	22,633,640
2028			5,293,750	20,330,000	756,544	23,186,370
2029 - 2033	36,632,602	6,261,449	35,369,050	10,855,000	2,330,510	34,282,054
2034			7,525,001	5,065,000	321,300	5,386,300
Total	$ 63,872,602	$ 8,681,499	$ 79,893,561	$ 109,445,000	$ 16,775,706	$ 145,829,293

Legal Debt Margin

The District's legal debt limit is 15% of the fair market value of the property within the District. The District's legal debt margin at June 30, 2023 is approximately $1,262,003,604.

Contracts Payable

The District has entered into contracts for the purchase of custodial equipment and copiers.

Future minimum lease payments by year and in the aggregate under the contracts payable consist of the following at June 30, 2023:

Year Ending June 30	
2024	$ 6,087
2025	1,899
Total	$ 7,986

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Notes to Financial Statements (Continued)

For the Year Ended June 30, 2023

Note 7 Postemployment Healthcare Plan (OPEB)

Plan Description - Independent School District No. 709 (District) administers a single-employer defined benefit health care plan which provides medical benefits to eligible retirees and their dependents in accordance with the terms of the plan. The District has not established trust to account for the accumulated plan assets. The District does not issue a stand-alone financial report for the plan.

Employees covered by benefit terms

At June 30, 2023, the following employees were covered by the benefit terms:

Active employees electing coverage	1,096
Actives waiving coverage	70
Retirees electing coverage	817
	1,983

The District's total OPEB liability of $15,401,656 was measured as of June 30, 2023 and was determined by an actuarial valuation as of June 30, 2022.

Actuarial Assumptions and Other Inputs

The total OPEB liability in the June 30, 2022, actuarial valuation was determined using the following actuarial assumptions and other inputs, applied to all periods included in the measurement, unless otherwise specified:

Inflation rate		2.25%	
Discount rate		3.69%	
Healthcare trend rates	Fiscal Year Beginning	Not Medicare Eligible	Medicare Eligible
	2022	6.70%	4.70%
	2023	6.20%	4.70%
	2024	5.70%	4.70%
	2025	5.20%	4.70%
	2026-2038	4.70%	4.70%
	2039-2074	Transition to ultimate rate	Transition to ultimate rate
	2075+	3.70%	3.70 %

The discount rate was determined using the index rate for 20-Year, tax-exempt, municipal bonds (Fidelity 20-year Municipal GO AA Index).

Mortality rates were based on the RP-2014 mortality tables with projected mortality improvements based on Scale MP-2015 and other adjustments for teachers and Pub-2010 with projected mortality improvements based on scale MP-2020 and other adjustments for non-teachers.

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Notes to Financial Statements (Continued)

For the Year Ended June 30, 2023

Note 7 Postemployment Healthcare Plan (OPEB) (Continued)

Changes in the Total OPEB Liability	
Balances at 6/30/2022	$ 16,948,628
Changes for the year:	
Service Cost	1,267,214
Interest	335,229
Differences between expected and actual experience	89,068
Changes of assumptions	(1,726,526)
Benefit payments	(1,511,957)
Net changes	(1,546,972)
Balances at 6/30/2023	$ 15,401,656

Sensitivity of the Total OPEB Liability to Changes in the Discount Rate

The following presents the total OPEB liability of the District, as well as what the District's total OPEB liability would be if it were calculated using a discount rate that is 1-percentage point lower (.92 percent) or 1-percentage point higher (2.92 percent) than the current discount rate:

	1% Decrease 2.69%	Discount Rate 3.69%	1% Increase 4.69%
Total OPEB Liability	$ 16,285,327	$ 15,401,656	$ 14,544,802

Sensitivity of the Total OPEB Liability to Changes in the Health Care Trend Rates

The following presents the total OPEB Liability of the District, as well as what the District's total OPEB liability would be if calculated using healthcare trend rates that are 1-percentage point lower or 1-percentage point higher than the current healthcare trend rates:

	1% Decrease	Discount Rate	1% Increase
Total OPEB Liability	$ 14,854,106	$ 15,401,656	$ 16,035,720

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Notes to Financial Statements (Continued)

For the Year Ended June 30, 2023

Note 7 Postemployment Healthcare Plan (OPEB) (Continued)

OPEB Expense and Deferred Outflows of Resources and Deferred Inflow of Resources Related to OPEB

For the year ended June 30, 2023 the District recognized OPEB expense of $1,257,730. The District reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differnce between expected and actual liablity	$ 80,370	$ 851,464
Changes of assumptions	407,438	1,858,551
Contributions subsequent to the measurement date	241,674	
Totals	$ 729,482	$ 2,710,015

The amount of $241,674 reported as deferred outflows of resources related to OPEB resulting from the District's contributions subsequent to the measurement date will be recognized as a reduction of the total OPEB liability in the year ended June 30, 2024. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Year ended June 30	Pension Expense Amount
2024	$ (344,713)
2025	(344,713)
2026	(289,294)
2027	(274,341)
2028	(273,427)
Thereafter	(695,719)
Total	$ (2,222,207)

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Notes to Financial Statements (Continued)

For the Year Ended June 30, 2023

Note 8 Net Position/Fund Balance

Fund balances were non-spendable for the following purposes at June 30, 2023:

Nonspendable		
General Fund		
Prepaid expenses	$	24,293
Food Service Fund		
Inventory		128,223
Total nonspendable	$	152,516

Net position and fund balances were restricted for the following purposes at June 30, 2023:

	Net Position	Fund Balances
General Fund		
Staff development	$ 313,515	$ 313,515
Teacher Development & Evaluation	16,729	16,729
Basic skills	134,134	134,134
Medical assistance	199,860	199,860
Gifted and talented	12,682	12,682
Safe schools	476,489	476,489
Operating capital	1,685,548	1,685,548
LTFM	1,553,883	1,553,883
ALC	11,367	11,367
Student activities	363,546	363,546
Total General Fund		4,767,753
Debt Service Fund		
Debt service		2,702,216
Refinancing	16,432	16,432
Total Debt Service Fund		2,718,648
Building Construction Fund		
Building construction		12,290,786
Nonmajor governmental funds		
Food Service Fund	2,133,238	2,133,238
Community Service Fund		
Community education	1,697,635	1,681,401
Early childhood family education	266,987	266,987
School readiness	56,773	56,773
Adult basic education	249,695	249,695
Total Nonmajor Funds		4,388,094
Total restricted	$ 9,188,513	$ 24,165,281

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Notes to Financial Statements (Continued)

For the Year Ended June 30, 2023

Note 8 Net Position/Fund Balance (Continued)

Fund balances were assigned for the following purposes at June 30, 2023:

General Fund		
Severance-insurance premiums	$	4,100,000
Textbooks		1,960,610
Equipment		1,059,000
Student activities		887,350
Property sales		7,653,600
Instructional equipment		1,573,359
Special programs		510,000
Total assigned	$	17,743,919

Note 9 Interfund Transactions

The composition of interfund transfers during 2022-2023 are as follows:

	Transfer Out	Transfer In
General Fund	$ 1,637	
Community Service Fund		$ 1,637
Total	$ 1,637	$ 1,637

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The interfund transfer from the general fund to the capital projects fund was recorded to transfer funds for long-term facility maintenance.

The District did not report any interfund receivables/payables at June 30, 2023.

Notes to Financial Statements (Continued)

For the Year Ended June 30, 2023

Note 10 Defined Benefit Pension Plans

The District participates in the following cost-sharing multiple-employer defined benefit pension plans administered by Teachers Retirement Association (TRA) and Public Employees Retirement Association (PERA). TRA and PERA's defined benefit pension plans are established and administered in accordance with Minnesota Statutes, TRA and PERA's defined benefit pension plans are tax qualified plans under Section 401(a) of the Internal Revenue Code.

A. Teachers Retirement Fund (TRA)

1. Plan Description

The Teachers Retirement Association (TRA) is an administrator of a multiple employer, cost-sharing, defined benefit retirement fund. TRA administers a Basic Plan (without Social Security coverage) and a Coordinated Plan (with Social Security coverage) in accordance with Minnesota Statutes, Chapters 354 and 356. TRA is a separate statutory entity and administered by a Board of Trustees. The Board consists of four active members, one retired member and three statutory officials.

Educators employed in Minnesota's public elementary and secondary schools, charter schools, and certain TRA-covered educational institutions maintained by the state (except those teachers employed by St. Paul schools and Minnesota State Colleges and Universities). Educators first hired by Minnesota State may elect TRA coverage or coverage through the Define Contribution Plan (DCR) administered by the State of Minnesota.

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2. Benefits Provided

TRA provides retirement benefits as well as disability benefits to members, and benefits to survivors upon death of eligible members. Benefits are established by Minnesota Statute and vest after three years of service credit. The defined retirement benefits are based on a member's highest average salary for any five consecutive years of allowable service, age, and a formula multiplier based on years of credit at termination of service.

Two methods are used to compute benefits for TRA's Coordinated and Basic Plan members. Members first employed before July 1, 1989, receive the greater of the Tier I or Tier II benefits as described:

Tier I Benefits

Tier I	Step rate formula	Percentage
Basic	1st ten years	2.2 percent per year
	All years after	2.7 percent per year
Coordinated	1st ten years if service years are prior to July 1, 2006	1.2 percent per year
	1st ten years if service years are July 1, 2006 or after	1.4 percent per year
	All other years of service if service years are prior to July 1, 2006	1.7 percent per year
	All other years of service if service years are July 1, 2006 or after	1.9 percent per year

Note 10 Defined Benefit Pension Plans (Continued)

With these provisions:

(a) Normal retirement age is 65 with less than 30 years of allowable service and age 62 with 30 or more years of allowable service.
(b) 3% per year early retirement reduction factors for all years under normal retirement age.
(c) Unreduced benefits for early retirement under a Rule-of-90 (age plus allowable service equals 90 or more).

or

Tier II Benefits

For years of service prior to July 1, 2006, a level formula of 1.7 percent per year for coordinated members and 2.7 percent per year for basic members is applied. For years of service July 1, 2006 and after, a level formula of 1.9 percent per year for Coordinated members and 2.7 percent for Basic members applies. Beginning July 1, 2015, the early retirement reduction factors are based on rates established under Minnesota Statute. Smaller reductions, more favorable to the member, will be applied to individuals who reach age 62 and have 30 years or more of service credit.

Members first employed after June 30, 1989, receive only the Tier II calculation with a normal retirement age that is their retirement age for full social security retirement benefits, but not to exceed age 66.

Six different types of annuities are available to members upon retirement. The No Refund Life Plan is a lifetime annuity that ceases upon the death of the retiree - no survivor annuity is payable. A retiring member may also choose to provide survivor benefits to a designated beneficiary(ies) by selecting one of the five plans which have survivorship features. Vested members may also leave their contributions in the TRA Fund upon termination of service in order to qualify for a deferred annuity at retirement age. Any members terminating service are eligible for a refund of their employee contributions plus interest.

The benefit provisions stated apply to active plan participants. Vested, terminated employees who are entitled to benefits but not yet receiving them are bound by the plan provisions in effect at the time they last terminated their public service.

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Note 10 Defined Benefit Pension Plans (Continued)

3. Contribution Rate

Per Minnesota Statutes, Chapter 354 sets the contribution rates for the employees and employers. Rates for each fiscal year ended June 30, 2021, June 30, 2022, and June 30, 2023, were:

	June 30, 2021		June 30, 2022		June 30, 2023	
	Employee	Employer	Employee	Employer	Employee	Employer
Basic	11.00%	12.13%	11.00%	12.34%	11.00%	12.55%
Coordinated	7.50%	8.13%	7.50%	8.34%	7.50%	8.55%

The following is a reconciliation of employer contributions in TRA's CAFR "Statement of Changes in Fiduciary Net Position" to the employer contributions used in Schedule of Employer and Non-Employer Pension Allocations.

Employer contributions reported in TRA's CAFR Statement of Changes in Fiduciary Net Position	$	482,679,000
Add employer contributions not related to future contribution efforts		(2,178,000)
Deduct TRA's contributions not included in allocation		(572,000)
Total employer contributions		479,929,000
Total nonemployer contributions		35,590,000
Total contributions reported in Schedule of Employer and Non-Employer pension allocations	$	515,519,000

Amounts reported in the allocation schedule may not precisely agree with financial statement amounts or actuarial valuations due to the number of decimal places used in the allocations. TRA has rounded percentage amounts to the nearest ten thousandths.

4. Actuarial Assumptions

The total pension liability in the June 30, 2022, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement.

Key Methods and Assumptions Used in Valuation of Total Pension Liability

Actuarial Information:

Valuation Date	July 1, 2022
Experience Study	June 28, 2019 (demographic and economic assumptions)
Actuarial Cost Method	Entry Age Normal
Actuarial Assumptions:	
Investment Rate of Return	7.00%
Price Inflation	2.50%
Wage growth rate	2.85% before July 1, 2028 and 3.25% thereafter

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Notes to Financial Statements (Continued)

For the Year Ended June 30, 2023

Note 10 Defined Benefit Pension Plans (Continued)

Projected Salary Increase	2.85 to 8.85% before July 1, 2028 and 3.25 to 9.25% thereafter
Cost of living adjustment	1.0% for January 2019 through January 2023, then increasing by 0.1% each year up to 1.5% annually
Mortality Assumption:	
Pre-retirement	RP-2014 white collar employee table, male rates set back six years and female rates set back five years. Generational projection uses the MP-2015 scale.
Post-retirement	RP-2014 white collar annuitant table, male rates setback three years and female rates set back three years, with further adjustments to the rates. Generational projection uses the MP-2015 scale.
Post-disability	RP-2014 disables retiree mortality, without adjustment.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce an expected long-term rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

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The target allocation and best estimates of geometric real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return
Domestic Stocks	35.5%	5.10%
International Stocks	16.5%	5.30%
Private Markets	25.0%	5.90%
Fixed Income	25.0%	0.75%
Unallocated cash	0%	0.00%
Total	100%	

The TRA actuary has determined the average of the expected remaining service lives of all members for fiscal year 2023 is 6 years. The “Difference Between Expected and Actual Experience”, “Changes of Assumptions,” and “Changes in Proportion” use the amortization period of 6 years in the schedule presented. The amortization period for “Net Difference Between Projected and Actual Investment Earnings on Pension Plan Investments” is over a period of 5 years as required by GASB 68.

Changes in actuarial assumptions since the 2021 valuation:

- None.

Note 10 Defined Benefit Pension Plans (Continued)

5. Discount Rate

The discount rate used to measure the total pension liability was 7.00%. The discount rate used to measure the TPL at the Prior Measurement Date was 7.50 percent. The projection of cash flows used to determine the discount rate assumed that employee and employer contributions will be made at the fiscal 2022 contribution rate, contributions from school districts will be made at contractually required rates (actuarially determined), and contributions from the state will be made at current statutorily required rates. Based on these assumptions, the pension plan's fiduciary net position was not projected to be depleted and, as a result, the Municipal Bond Index Rate was not used in the determination of the Single Equivalent Interest Rate (SEIR).

6. Net Pension Liability

At June 30, 2023, the District reported a liability of $69,592,930 for its proportionate share of TRA's net pension liability. The net pension liability was measured as of June 30, 2022, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The District's proportion of the net pension liability was based on the District's contributions to TRA in relation to total system contributions including direct aid from the State of Minnesota, City of Minneapolis and Minneapolis School District. The District's proportionate share was 0.8691% at the end of the measurement period and 0.8181% for the beginning of the year.

The pension liability amount reflected a reduction due to direct aid provided to TRA. The amount recognized by the District as its proportionate share of the net pension liability, the direct aid, and total portion of the net pension liability that was associated with the District were as follows:

District's proportional share of net pension liability	$	69,592,930
State's proportional share of net pension liability associated with the District	$	5,161,200

For the year ended June 30, 2023, the District recognized pension expense of $10,743,720. It also recognized $709,681 as an increase to pension expense for the support provided by direct aid.

At June 30, 2023, the District had deferred resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual economic experience	$ 980,784	$ 579,069
Net difference between projected and actual earnings on plan investments	3,351,845	
Changes in proportion	1,891,331	2,526,335
Changes in actuarial assumptions	10,494,702	14,052,939
Contributions made to TRA subsequent to the measurement date	4,859,660	
Total	$ 21,578,322	$ 17,158,343

$4,859,660 reported as deferred outflows of resources related to pensions resulting from the District's contributions subsequent to the measurement date will be recognized as a reduction of the

Note 10 Defined Benefit Pension Plans (Continued)

net pension liability in the year ended June 30, 2023. Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized in pension expense as follows:

Year ended June 30,		Pension Expense Amount
2024	$	(13,566,090)
2025		2,314,678
2026		1,194,299
2027		9,196,379
2028		421,053
Total	$	(439,681)

7. Pension Liability Sensitivity

The following table presents the District's proportionate share of the net pension liability calculated using the discount rate of 7.50%, as well as what the liability measured using a discount rate 1 percentage point lower or 1 percentage point higher than the current discount rate:

	1% Decrease in Discount Rate	Discount Rate	1% Increase in Discount Rate
Discount Rate	6.00%	7.00%	8.00%
District's proportionate share of the TRA net pension liability	$ 149,665,362	$ 69,592,930	$ 10,484,058

The District's proportion of the net pension liability was based on the employer contributions to TRA in relation to TRA's total employer contributions including direct aid contributions from the State of Minnesota, City of Minneapolis and Minneapolis School District.

8. Pension Plan Fiduciary Net Position

Detailed information about TRA's fiduciary net position is available in a separately-issued TRA financial report. That report can be obtained at www.MinnesotaTRA.org; by writing to TRA at 60 Empire Drive #400, St. Paul, Minnesota, 55103-4000; or by calling (651)296-2409 or 1-800-657-3669.

B. Public Employee Retirement Association (PERA)

1. Plan Description

All full-time and certain part-time employees of the District other than teachers participate in the following cost-sharing multiple-employer defined benefit pension plans administered by the Public Employees Retirement Association of Minnesota (PERA). PERA's defined benefit pension plans are established and administered in accordance with Minnesota Statutes, Chapters 353 and 356. PERA's defined benefit pension plans are tax qualified plans under Section 401(a) of the Internal Revenue

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Notes to Financial Statements (Continued)

For the Year Ended June 30, 2023

Note 10 Defined Benefit Pension Plans (Continued)

Code. General Employees Plan members belong to the Coordinated Plan. Coordinated Plan members are covered by Social Security.

2. Benefits Provided

PERA provides retirement, disability, and death benefits. Benefit provisions are established by state statute and can only be modified by the state legislature. Vested terminated employees who are entitled to benefits but are not receiving them yet are bound by the provisions in effect at the time they last terminated their public service.

Benefits are based on a member's highest average salary for any five successive years of allowable service, age, and years of credit at termination of service. Two methods are used to compute benefits for PERA's Coordinated Plan members. Members hired prior to July 1, 1989, receive the higher of Method 1 or Method 2 formulas. Only Method 2 is used for members hired after June 30, 1989. Under Method 1, the accrual rate for Coordinated members is 1.2 percent for each of the first 10 years of service and 1.7 percent for each additional year. Under Method 2, the accrual rate for Coordinated members is 1.7 percent of average salary for all years of service. For members hired prior to July 1, 1989 a full annuity is available when age plus years of service equal 90 and normal retirement age is 65. For members hired on or after July 1, 1989, normal retirement age is the age for unreduced Social Security benefits capped at 66.

Benefit increases are provided to benefit recipients each January. The postretirement increase is equal to 50 percent of the cost-of-living adjustment (COLA) announced by the SSA, with a minimum increase of at least 1 percent and a maximum of 1.5 percent. Recipients that have been receiving the annuity or benefit for at least a full year as of the June 30 before the effective date of the increase will receive the full increase. Recipients receiving the annuity or benefit for at least one month but less than a full year as of the June 30 before the effective date of the increase will receive a reduced prorated increase. For members retiring on January 1, 2024, or later, the increase will be delayed until normal retirement age (age 65 if hired prior to July 1, 1989, or age 66 for individuals hired on or after July 1, 1989). Members retiring under Rule of 90 are exempt from the delay to normal retirement.

3. Contributions

Minnesota Statutes Chapter 353 sets the rates for employer and employee contributions. Contribution rates can only be modified by the state Legislature.

Coordinated Plan members were required to contribute 6.5% their annual covered salary in fiscal year 2021 and the District was required to contribute 7.5% for Coordinated Plan members. The District's contributions to the General Employees Fund for the year ended June 30, 2023, were $1,438,217. The District's contributions were equal to the required contributions as set by state statute.

4. Pension Costs

At June 30, 2023, the District reported a liability of $18,176,476 for its proportionate share of General Employees Fund's net pension liability. The District's net pension liability reflected a reduction due to the State of Minnesota's contribution of $16 million. The State of Minnesota is considered a non-employer contributing entity and the state's contribution meets the definition of a special funding situation. The State of Minnesota's proportionate share of the net pension

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Note 10 Defined Benefit Pension Plans (Continued)

liability associated with the District totaled $533,042.

The net pension liability was measured as of June 30, 2022, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The District's proportion of the net pension liability was based on the District's contributions received by PERA during the measurement period for employer payroll paid dates from July 1, 2021, through June 30, 2022, relative to the total employer contributions received from all of PERA's participating employers. At June 30, 2023, the District's proportion was 0.2295% at the end of the measurement period and 0.2154% for the beginning of the period.

For the year ended June 30, 2023, the District recognized pension expense of $2,965,530 for its proportionate share of the General Employees Plan's pension expense. In addition, the District recognized an additional $79,649 as pension expense (and grant revenue) for its proportionate share of the State of Minnesota's contribution of $16 million.

At June 30, 2023, the District reported is proportionate share of the General Employees Plan's deferred outflows of resources and deferred inflows of resources from the following sources:

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	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual economic experience	$ 151,823	$ 183,221
Net difference between projected and actual earnings on plan investments	738,526	
Changes in proportion	477,861	389,705
Changes in actuarial assumptions	3,868,566	73,574
Contributions made to PERA subsequent to the measurement date	1,438,217	
Total	$ 6,674,993	$ 646,500

$1,438,217 reported as deferred outflows of resources related to pensions resulting from the District's contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2024. Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized in pension expense as follows:

Year ended June 30,	Pension Expense Amount
2024	$ 1,594,280
2025	1,638,684
2026	(286,479)
2027	1,643,791
Total	$ 4,590,276

Note 10 Defined Benefit Pension Plans (Continued)

5. Actuarial Methods and Assumptions

The total pension liability in the June 30, 2022, actuarial valuation was determined using an individual entry-age normal actuarial cost method. The long-term rate of return on pension plan investments used in the determination of the total liability is 6.5 percent. This assumption is based on a review of inflation and investments return assumptions from a number of national investment consulting firms. The review provided a range of return investment return rates deemed to be reasonable by the actuary. An investment return of 6.5 percent was deemed to be within that range of reasonableness for financial reporting purposes.

Inflation is assumed to be 2.25 percent for the General Employees Plan.

Salary growth assumptions in the General Employees Plan range in annual increments from 10.25 percent after one year of service to 3.0 percent after 29 years of service and 6.0 percent per year thereafter.

Mortality rates for the General Employees Plan are based on the Pub-2010 General Employee Mortality Table. The tables are adjusted slightly to fit PERA's experience.

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Actuarial assumptions for the General Employees Plan are reviewed every four years. The most recent four-year experience study for the General Employees Plan was completed in 2019. The assumption changes were adopted by the Board and became effective with the July 1, 2020 actuarial valuation.

The following changes in actuarial assumptions occurred in 2022:

- The mortality improvement scale was changed from Scale MP-2020 to Scale MP-2021.

The following changes in plan provisions occurred in 2022:

- There were no changes in plan provisions since the previous valuation.

The State Board of Investment, which manages the investments of PERA, prepares an analysis of the reasonableness of the long-term expected rate of return on a regular basis using a building-block method in which best-estimates ranges of expected future rates of return are developed for each major asset class. These ranges are combined to produce an expected long-term rate of return by weighting the expected future rates of return by the target asset allocation percentages. The target allocation and best estimates of geometric real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return
Domestic Stocks	33.5%	5.10%
International Stocks	16.5%	5.30%
Private Markets	25.0%	5.90%
Fixed Income	25.0%	0.75%
Total	100%	

Notes to Financial Statements (Continued)

For the Year Ended June 30, 2023

Note 10 Defined Benefit Pension Plans (Continued)

6. Discount Rate

The discount rate used to measure the total pension liability in 2022 was 6.50%. The projection of cash flows used to determine the discount rate assumed that contributions from plan members and employers will be made at the rates set in Minnesota Statutes. Based on these assumptions, the fiduciary net position of the General Employees Fund was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

7. Pension Liability Sensitivity

The following table presents the District's proportionate share of the net pension liability calculated using the discount rate disclosed in the preceding paragraph, as well as what the District's proportionate share of the net pension liability would be if it were calculated using a discount rate 1 percentage point lower or 1 percentage point higher than the current discount rate:

	1% Decrease in Discount Rate	Discount Rate	1% Increase in Discount Rate
Discount Rate	7.50%	6.50%	5.50%
District's proportionate share of the PERA net pension liability	$ 1,352,512	$ 18,176,476	$ 18,760,336

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8. Pension Plan Fiduciary Net Position

Detailed information about the pension plan's fiduciary net position is available in a separately-issued PERA financial report that includes financial statements and required supplementary information. That report can be obtained at www.mnpera.org.

Notes to Financial Statements (Continued)

For the Year Ended June 30, 2023

Note 11 Risk Management

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employee health and dental; and natural disasters. Risks of loss related to employee dental claims are self-insured. Risk of loss associated with workers' compensation claims were insured through participation in the Minnesota School Boards Association Insurance Trust and continue to cover claims arising during their period of coverage. The District currently carries commercial workers' compensation insurance. This policy provides coverage for up to a maximum liability limit of $2,000,000 with a medical deductible of $2,500 for each workers' compensation claim. All other risks of loss are insured by the purchase of commercial insurance. There were no significant reductions in insurance coverage from the previous year. There were no settlements in excess of insurance for any of the past three fiscal years.

Note 12 Dental Self-Insurance Plan

An internal service fund accounts for the District's dental self-insurance program. The District self-insures dental benefits provided to retirees and active employees. The District purchases dental insurance stop-loss reinsurance (plan) that protects against individual claims in excess of $300,000, with no lifetime maximum, and against aggregate annual claims in excess of an amount determined by formula. The plan is administered by a third-party administrator. The plan liabilities for claims incurred but not reported are estimated based on subsequent claims activity.

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An analysis of claims activity for the last two fiscal years is presented below:

Year Ended	Claim Liability Beginning of Year	Claims Incurred	Claims Paid	Claim Liability End of Year
June 30, 2023	$ 21,420	$ 867,557	$ 785,581	$ 103,396
June 30, 2022	21,422	709,529	709,531	21,420

Note 13 Commitments and Contingencies

Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies, principally the federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of expenditures which may be disallowed by the grantor cannot be determined at this time although the District expects such amounts, if any, to be immaterial.

The District is a defendant in various lawsuits. Although the outcome of these lawsuits is not presently determinable, in the opinion of the District's counsel the resolution of these matters will not have a material adverse effect on the financial conditions of the District.

At June 30, 2023 the District had $1,357,918 remaining under construction contracts for future work on buildings and sites.

Required Supplementary Information

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Information about the District's Other Postemployment Health Care Plan

Year Ended June 30, 2023

Schedule of Changes in Net OPEB Liability and Related Ratios

	2023	2022	2021	2020	2019
Total OPEB Liability					
Service Cost	$ 1,267,214	$ 1,202,398	$ 1,034,727	$ 1,046,751	$ 997,070
Interest	335,229	424,005	509,112	629,943	613,488
Differences between expected and actual experience	89,068	(26,233)	-	(1,471,559)	
Changes of assumptions	(1,726,526)	(175,570)	578,584	31,787	(49,578)
Benefit payments	(1,511,957)	(1,159,816)	(1,338,844)	(1,383,288)	(1,500,194)
Net change in total OPEB liability	(1,546,972)	264,784	783,579	(1,146,366)	60,786
Total OPEB Liability - beginning of year	16,948,628	16,683,844	15,900,265	17,046,631	16,985,845
Total OPEB liability - end of year	$ 15,401,656	$ 16,948,628	$ 16,683,844	$ 15,900,265	$ 17,046,631
Covered-employee payroll	75,080,891	67,511,107	67,802,595	57,803,966	55,080,812
Total OPEB liability as a percentage of covered-employee payroll	20.5%	25.1%	24.6%	27.5%	30.9%

Notes to Schedule:
Funding: There are no assets accumulated in a trust that meets the criteria of GASB NO. 75 paragraph 4, to pay related benefits.
The discount rate was reduced from 3.13% to 2.45% from the previous measurement date.

*The schedule is intended to present information for the last 10 years.
Additional information will be presented as it becomes available.

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Information about the District's Net Pension Liability

Year Ended June 30, 2023

Schedule of Employer's Share of Net Pension Liability

TEACHER'S RETIREMENT ASSOCIATION (TRA)

Measurement Date	Employer's Proportion (Percentage) of the Net Pension Liability	Employer's Proportionate Share (Amount) of the Net Pension Liability (a)	State's Proportionate Share of the Net Pension Liability associated with the District	Total	Employer's Covered Payroll (b)	Employer's Proportionate Share of the Net Pension Liability as a Percentage of its Covered Payroll (a/b)	Plan Fiduciary Net Position as a Percentage of the Total Pension Liability
June 30, 2022	0.8691%	$69,592,930	$ 5,161,200	$74,754,130	$54,320,051	128.1%	76.2%
June 30, 2021	0.8181%	$35,802,502	$ 3,019,548	$38,822,050	$48,952,106	73.1%	86.6%
June 30, 2020	0.8273%	$61,122,033	$ 5,122,031	$66,244,064	$47,219,040	127.1%	75.5%
June 30, 2019	0.8317%	$53,012,733	$ 4,691,452	$57,704,185	$47,690,576	112.3%	78.1%
June 30, 2018	0.8293%	$52,088,203	$ 4,893,712	$56,981,915	$45,816,146	113.7%	78.1%
June 30, 2017	0.8874%	$177,141,137	$ 17,123,980	$194,265,117	$47,767,591	370.8%	51.6%
June 30, 2016	0.8681%	$207,062,563	$ 20,782,926	$227,845,489	$45,155,373	458.6%	44.9%
June 30, 2015	0.7225%	$44,693,771	$ 5,481,972	$50,175,743	$36,668,947	121.9%	76.8%

PUBLIC EMPLOYEES RETIREMENT ASSOCIATION (PERA)

Measurement Date	Employer's Proportion (Percentage) of the Net Pension Liability	Employer's Proportionate Share (Amount) of the Net Pension Liability (a)	State's Proportionate Share of the Net Pension Liability associated with the District	Total	Employer's Covered Payroll (b)	Employer's Proportionate Share of the Net Pension Liability as a Percentage of its Covered Payroll (a/b)	Plan Fiduciary Net Position as a Percentage of the Total Pension Liability
June 30, 2022	0.2295%	$18,176,476	$ 533,042	$18,709,518	$17,168,616	105.9%	76.7%
June 30, 2021	0.2154%	$9,198,545	$ 280,806	$9,479,351	$15,484,741	59.4%	87.0%
June 30, 2020	0.2284%	$13,693,624	$ 422,365	$14,115,989	$16,275,133	84.1%	79.1%
June 30, 2019	0.2265%	$12,565,292	$ 389,316	$12,954,608	$13,895,137	78.4%	80.2%
June 30, 2018	0.2357%	$13,075,670	$ 428,850	$13,504,520	$15,809,497	82.7%	79.5%
June 30, 2017	0.2588%	$16,521,621	$ 207,740	$16,729,361	$16,672,067	99.1%	75.9%
June 30, 2016	0.2547%	$20,680,377	$ 270,170	$20,950,547	$15,804,347	130.9%	68.9%
June 30, 2015	0.2582%	$13,381,264	$ -	$13,381,264	$14,926,453	89.6%	78.2%
June 30, 2014	0.2272%	$12,772,500	$ -	$12,772,500	$14,262,185	89.6%	78.7%

DULUTH TEACHER'S RETIREMENT FUND ASSOCIATION (DTRFA)

Measurement Date	Employer's Proportion (Percentage) of the Net Pension Liability	Employer's Proportionate Share (Amount) of the Net Pension Liability (a)	Employer's Covered Payroll (b)	Employer's Proportionate Share of the Net Pension Liability as a Percentage of its Covered Payroll (a/b)	Plan Fiduciary Net Position as a Percentage of the Total Pension Liability
June 30, 2014	31.6004%	$81,187,076	$42,238,042	192.2%	46.8%

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Information about the District's Net Pension Liability (Continued)

Year Ended June 30, 2023

Schedule of Employer's Contributions

Schedule of Employer's Contributions

TEACHER'S RETIREMENT ASSOCIATION (TRA)

Fiscal Year Ending	Statutorily Required Contribution (a)	Contributions in Relation to the Statutorily Required Contribution (b)	Contribution Deficiency (Excess) (a-b)	Covered Payroll (d)	Contributions as a Percentage of Covered Payroll (b/d)
June 30, 2023	$4,859,660	$4,859,660	$0	$56,838,134	8.55%
June 30, 2022	$4,530,292	$4,530,292	$0	$54,320,051	8.34%
June 30, 2021	$3,979,806	$3,979,806	$0	$48,952,106	8.13%
June 30, 2020	$3,640,588	$3,640,588	$0	$47,219,040	7.92%
June 30, 2019	$3,636,786	$3,636,786	$0	$47,690,576	7.71%
June 30, 2018	$3,436,211	$3,436,211	$0	$45,816,146	7.50%
June 30, 2017	$3,582,569	$3,582,569	$0	$47,767,591	7.50%
June 30, 2016	$3,386,653	$3,386,653	$0	$45,155,373	7.50%

PUBLIC EMPLOYEES RETIREMENT ASSOCIATION (PERA)

Fiscal Year Ending	Statutorily Required Contribution (a)	Contributions in Relation to the Statutorily Required Contribution (b)	Contribution Deficiency (Excess) (a-b)	Covered Payroll (d)	Contributions as a Percentage of Covered Payroll (b/d)
June 30, 2023	$1,438,217	$1,438,217	$0	$19,177,178	7.50%
June 30, 2022	$1,287,115	$1,287,115	$0	$17,168,626	7.50%
June 30, 2021	$1,161,356	$1,161,356	$0	$15,484,741	7.50%
June 30, 2020	$1,220,635	$1,220,635	$0	$16,275,133	7.50%
June 30, 2019	$1,042,135	$1,042,135	$0	$13,895,137	7.50%
June 30, 2018	$1,185,712	$1,185,712	$0	$15,809,497	7.50%
June 30, 2017	$1,250,405	$1,250,405	$0	$16,672,067	7.50%
June 30, 2016	$1,185,326	$1,185,326	$0	$15,804,347	7.50%
June 30, 2015	$1,119,484	$1,119,484	$0	$14,926,453	7.50%

DULUTH TEACHER'S RETIREMENT ASSOCIATION (DTRFA)

Fiscal Year Ending	Statutorily Required Contribution (a)	Contributions in Relation to the Statutorily Required Contribution (b)	Contribution Deficiency (Excess) (a-b)	Covered Payroll (d)	Contributions as a Percentage of Covered Payroll (b/d)
June 30, 2015	$2,750,171	$2,750,171	$0	$36,668,947	7.50%

*The schedule is intended to present information for the last 10 years.
Additional information will be presented as it becomes available.

Draft

Supplementary Financial Information

Draft

Nonmajor Governmental Funds – Combining Balance Sheet

For the Year Ended June 30, 2023

	Special Revenue Funds		
	Food Service Fund	Community Service Fund	Total Nonmajor Governmental Funds
Assets			
Cash and temporary cash investments	$ 2,049,861	$ 2,860,082	$ 4,909,943
Accounts receivable	559	32,705	33,264
Current property taxes receivable		530,804	530,804
Delinquent property taxes receivable		16,234	16,234
Due from other Minnesota school districts		45,744	45,744
Due from the Minnesota Department of Education		321,441	321,441
Due from the federal government through the Minnesota Department of Education	134,084	401,553	535,637
Inventory	98,667		98,667
Total assets	$ 2,283,171	$ 4,208,563	$ 6,491,734
Liabilities			
Salaries payable	$ 15,385	$ 417,825	$ 433,210
Accounts payable	33,496	188,761	222,257
Accrued expenses	2,390	191,466	193,856
Deferred revenue		70,687	70,687
Total liabilities	51,271	868,739	920,010
Deferred Inflows of Resources			
Unavailable revenue - delinquent property taxes		16,234	16,234
Property taxes levied for subsequent year's expenditures		1,068,734	1,068,734
Total deferred inflows of resources		1,084,968	1,084,968
Fund balances			
Nonspendable	98,667		98,667
Restricted	2,133,233	2,254,856	4,388,089
Total fund balances	2,231,900	2,254,856	4,486,756
Total liabilities, deferred inflows of resources and fund balances	$ 2,283,171	$ 4,208,563	$ 6,491,734

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Independent School District No. 709

Nonmajor Governmental Funds – Combining Statement of Revenues, Expenditures, and Changes in Fund Balances

For the Year Ended June 30, 2023

	Special Revenue Funds		Total
	Food Service Fund	Community Service Fund	Nonmajor Governmental Funds
Revenues			
Local property tax levies	$	$ 969,342	$ 969,342
Other local and county revenues		2,310,009	2,310,009
Revenue from state sources	238,505	2,673,298	2,911,803
Revenue from federal sources	3,463,653	2,885,757	6,349,410
Sales and other conversion of assets	1,111,633		1,111,633
Total revenues	4,813,791	8,838,406	13,652,197
Expenditures			
Current			
Community education and services		8,408,207	8,408,207
Pupil support services	4,638,497		4,638,497
Capital outlay	10,911	2,500	13,411
Total expenditures	4,649,408	8,410,707	13,060,115
Excess (deficiency) of revenues over expenditures	164,383	427,699	592,082
Other financing sources (uses)			
Transfer		1,637	
Net change in fund balances	164,383	429,336	592,082
Fund balances, beginning	2,067,517	1,825,520	3,893,037
Fund balances, ending	$ 2,231,900	$ 2,254,856	$ 4,486,756

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Independent School District No. 709

Fiscal Compliance Table

For the Year Ended June 30, 2023

	Audit	UFARS	Audit - UFARS
01 GENERAL FUND			
Total revenues	$134,165,887	$134,165,887	$ -
Total expenditures	140,887,463	140,887,462	1
Non spendable			
460 Non spendable fund balance	68,774	68,774	-
Restricted/Reserve			
401 Student activities	363,546	363,546	-
403 Staff development	313,515	313,515	-
405 Deferred maintenance			-
406 Health and safety			-
407 Capital Projects Levy			-
408 Cooperative revenue			-
411 Severance pay			-
413 Project funded by COP			-
414 Operating debt			-
416 Levy reduction			-
417 Taconite building maintenance			-
423 Certain teacher programs			-
424 Operating capital	1,685,548	1,685,548	-
426 $25 Taconite			-
427 Disabled accessibility			-
428 Learning and development			-
434 Area learning center	11,367	11,367	-
435 Contracted alt. programs			-
436 St. approved alt. program			-
438 Gifted & talented	12,682	12,682	-
440 Teacher development & eval	16,729	16,729	
441 Basic skills program	134,134	134,134	-
445 Career and technical programs			-
446 First Grade Preparedness			-
449 Safe schools levy	476,489	476,489	-
450 Prekindergarten			-
451 QZAB payments			-
452 OPEB liability not in trust			-
453 Unfunded sev & retirement levy			-
467 LTFM	1,553,883	1,553,883	-
472 Medical Assistance	199,860	199,860	-
Restricted			
464 Restricted fund balance			-
Committed			
418 Committed for separation			-
461 Committed fund balance			-
Assigned			
462 Assigned fund balance	17,743,919	17,743,919	-
Unassigned			
422 Unassigned fund balance	-6,760	(6,759)	(1)
02 FOOD SERVICE			
Total revenues	4,813,791	4,813,790	1
Total expenditures	4,649,408	4,649,402	6
Non spendable			
460 Non spendable fund balance	98,667	98,667	-
Restricted			
452 OPEB liability not in trust			-
464 Restricted fund balance	2,133,233	2,133,238	(5)
Unassigned			
463 Unassigned fund balance			-
04 COMMUNITY SERVICE			
Total revenues	8,838,406	8,838,406	-
Total expenditures	8,410,707	8,410,707	-
Non spendable			-
460 Non spendable fund balance			-
Restricted/Reserve			
426 $25 taconite			-
431 Community education	1,681,401	1,681,401	-
432 ECFE	266,987	266,987	-
444 School readiness	56,773	56,773	-
447 Adult Basic Education	249,695	249,695	-
452 OPEB liability not in trust			-
Restricted			
464 Restricted fund balance		-	-
Unassigned			
463 Unassigned fund balance	-	-	-

	Audit	UFARS	Audit - UFARS
06 BUILDING CONSTRUCTION			
Total revenues	$ 395,558	$ 395,558	$ -
Total expenditures	18,767,569	18,767,569	-
Non spendable			
460 Non spendable fund balance			-
Restricted/Reserve			
407 Down payment levy			
413 Projects funded by COP	12,290,786	12,290,786	-
409 Alternative facility program			-
467 LTFM		-	-
Restricted			
464 Restricted fund balance		-	-
Unassigned			
463 Unassigned fund balance	-	-	-
07 DEBT SERVICE - SEE NEXT PAGE FOR DISCUSSION OF VARIANCES			-
Total revenues	22,548,851	22,548,853	(2)
Total expenditures	24,325,884	24,325,884	-
Non spendable			
460 Non spendable fund balance			-
Restricted/Reserve			
425 Bond refundings	16,432	16,432	-
451 QZAB payments			-
Restricted			
464 Restricted fund balance	2,702,216	2,702,216	-
Unassigned			
463 Unassigned fund balance			-
08 TRUST			
Total revenues	281,660	281,660	-
Total expenditures	-	-	-
401 Student activities	-	-	-
402 Scholarships	1,922,322	1,922,322	-
422 Unassigned	1,922,322	1,922,322	-
18 CUSTODIAL FUND			
Total revenues			-
Total expenditures			-
401 Student activities			-
402 Scholarships			-
20 INTERNAL SERVICE			
Total revenues	911,485	911,485	-
Total expenditures	1,007,231	1,007,231	-
422 Net position	502,457	502,458	(1)
25 OPEB REVOCABLE TRUST FUND			
Total revenues			-
Total expenditures			-
422 Net position			-
45 OPEB IRREVOCABLE TRUST FUND			
Total revenues			-
Total expenditures			-
422 Net position			-
47 OPEB DEBT SERVICE FUND			
Total revenues			-
Total expenditures			-
Non spendable			-
460 Non spendable fund balance			
Restricted			
425 Bond refundings			-
464 Restricted fund balance			-
Unassigned			
463 Unassigned fund balance			-

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Reports Required by *Government Auditing Standards*, Uniform Guidance, and the State of Minnesota

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Independent School District No. 709

Schedule of Expenditures of Federal Awards

For the Year Ended June 30, 2023

Federal Grantor/Pass-Through Grantor/Program Title	Federal AL Number	Expenditures
U.S. Department of Agriculture		
Passed-through Minnesota Department of Education:		
Child Nutrition Cluster		
School Breakfast Program	10.553	$ 658,462
Non-Cash Assistance (Commodities)	10.555	304,735
National School Lunch Program	10.555	2,224,156
Total 10.555		2,528,891
Summer Food Service Program for Children	10.559	221,242
Total Child Nutrition Cluster		3,408,595
Farm to School Grant	10.185	1,535
Fresh Fruit and Vegetable Program	10.582	23,429
Child and Adult Care Food Program	10.558	30,094
Total U.S. Department of Agriculture		3,463,653
U.S. Department of Interior		
Passed-through Fond du Lac Band of Lake Superior Chippewa		
Indian Education - Grants to Schools	15.130	51,516
U.S. Department of Treasury		
Passed-through Minnesota Department of Revenue		
ARP - Coronavirus State and Local Fiscal Recovery Funds	21.027	577,621
ARP - Coronavirus State and Local Fiscal Recovery Funds	21.027	263,762
Passed-through St. Louis County		
ARP - Coronavirus State and Local Fiscal Recovery Funds	21.027	615,400
Total Coronavirus State and Local Fiscal Recovery Funds		1,456,783
U.S. Department of Education		
Direct Program		
Title VII Indian Education, Grants to Local Education Agencies	84.060	200,776
Passed-through Minnesota Department of Education:		
Adult Basic Education - Basic Grants to States	84.002	26,435
Title I, Part A	84.010	2,095,681
Title I, Neglected and Delinquent	84.010	390,441
Total 84.010		2,486,122
Special Education Cluster		
IDEA, Part B	84.027	2,565,169

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See Independent Auditor's Report

See Notes to the Schedule of Expenditures of Federal Awards

Independent School District No. 709

Schedule of Expenditures of Federal Awards

For the Year Ended June 30, 2023

Federal Grantor/Pass-Through Grantor/Program Title	Federal AL Number	Expenditures
ARP IDEA Part B Section 611	84.027X	38,811
IDEA, Part B Preschool Grant for Children with Disabilities	84.173	81,049
Total Special Education Cluster		2,685,029
Education for Homeless Children and Youth	84.196	35,000
Special Education - State Personnel Development	84.323	289,210
Title III - English Language Acquisition	84.365	22,969
Title II, Part A	84.367	353,346
Student Support and Academic Enrichment Program	84.424	201,844
ARP - Elementary and Secondary School Emergency Relief Fund	84.425U	10,046,958
ARP - Elementary and Secondary School Emergency Relief Fund - Homeless Children and Youth	84.425W	34,800
Total Education Stabilization Fund		10,081,758
Total U.S. Department of Education		16,382,489
U.S. Department of Health and Human Services		
Direct Program		
Head Start	93.600	2,859,322
Passed-through Minnesota Department of Education		
Project Aware	93.243	449,786
MN COVID Testing	93.323	187,137
Total U.S. Department of Health and Human Services		3,496,245
Total expenditures of federal awards		$ 24,850,686

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See Independent Auditor's Report

See Notes to the Schedule of Expenditures of Federal Awards

Notes to the Schedule of Expenditures of Federal Awards

For the Year Ended June 30, 2023

Note 1 Basis of Presentation

The accompanying schedule of expenditures of federal awards includes the federal grant activity of Independent School District No. 709 under programs of the federal government for the year ended June 30, 2023. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. Code of *Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal* Awards (Uniform Guidance) Because the schedule presents only a selected portion of the operations of Independent School District No. 709, it is not intended to and does not present the financial position, changes in net position, or cash flows of Independent School District No. 709.

Note 2 Significant Accounting Policies

Expenditures reported on the schedules are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Pass-through entity identifying numbers are presented where available.

Independent School District No. 709 has not elected to use the 10 percent de minimus indirect costs rate as allowed under Uniform Guidance.

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Note 3 Pass-Through Grant Numbers

All pass-through listed on the previous page use the same AL numbers as the federal grantors to identify these grants and have not assigned any additional identifying numbers.

Note 4 Subrecipients

The District has not passed funding to subrecipients during 2022-23.

WIPFLI

Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards

To the School Board
Independent School District No. 709
Duluth, Minnesota

We have audited, in accordance with the auditing standards general accepted in the United States and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Independent School District No. 709 (District), as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our report thereon dated December 19, 2023.

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Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. However, as described in the accompanying schedule of findings and questioned costs, we identified a certain deficiencies in internal control that we consider to be material weaknesses.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. We consider the deficiencies described in the accompanying schedule of findings and questioned costs as item 2022-001 and 2022-002 to be material weaknesses.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

The District's Response to the Findings

The District's response to the findings identified in our audit are described in the accompanying schedule of findings and questioned costs. The District's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing* Standards in considering the District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Wipfli LLP

December 19, 2023
Duluth, Minnesota

Draft

Independent Auditor's Report on Compliance for Each Major Program and on Internal Control over Compliance

To the School Board
Independent School District No. 709
Duluth, Minnesota

Opinion on Each Major Federal Program

We have audited Independent School District No. 709 (District)'s compliance with the types of compliance requirements described in the *U.S. Office of Management and Budget (OMB) Compliance Supplement* that could have a direct and material effect on its major federal program for the year ended June 30, 2023. Independent School District No. 709 (District)'s major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, Independent School District No. 709 (District) complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended June 30, 2023.

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Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. *Code of Federal Regulations part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of Independent School District No. 709 (District) and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the District's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, federal statues, regulations, rules, and provisions of contracts or agreements applicable to the District's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the District's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than

for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material is there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the District's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, Government Auditing Standards, and the Uniform Guidance, we

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Procedures include examining, on a test basis, evidence regarding the District's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.

- Obtain an understanding of the District's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the District**'s** internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A *deficiency* in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness* in internal control over compliance is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Wipfli LLP
December 19, 2023
Duluth, Minnesota

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Independent Auditor's Report on Legal Compliance for the State of Minnesota

To the School Board
Independent School District No. 709
Duluth, Minnesota

We have audited, in accordance with auditing standards generally accepted in the United States and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the Unites States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Independent School District No. 709 (District), as of and for the year ended June 30, 2023, and the related notes to the financial statements, which comprise the District's basic financial statements, and have issued our report thereon dated December 19, 2023.

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The *Minnesota Legal Compliance Audit Guide for School Districts,* promulgated by the State Auditor pursuant to Minnesota Statute §6.65 contains seven categories of compliance to be tested: contracting and bidding, deposits and investments, conflicts of interest, public indebtedness, claims and disbursements, miscellaneous provisions, and uniform financial accounting and reporting standards for school districts. Our audit considered all of the listed categories.

In connection with our audit, nothing came to our attention that caused us to believe that the District failed to comply with the provisions of the *Minnesota Legal Compliance Audit Guide for School Districts*. However, our audit was not directed primarily toward obtaining knowledge of such noncompliance. Accordingly, had we performed additional procedures, other matters may have come to our attention regarding the District's noncompliance with the above referenced provisions.

The purpose of this report is solely to describe the scope of our testing of compliance and the results of that testing, and not to provide an opinion on compliance. Accordingly, this communication is not suitable for any other purpose.

Wipfli LLP

December 19, 2023
Duluth, Minnesota

Independent School District No. 709

Schedule of Findings and Questioned Costs

For the Year Ended June 30, 2023

Section I - Summary of Auditor's Results

Financial Statements

Type of auditor's report issued:	**Unmodified**			
Internal control over financial reporting:				
Material weakness identified?	X	Yes		No
Significant deficiency(s)?		Yes	X	None reported
Noncompliance material to the financial statements		Yes	X	No

Federal Awards

Internal control over major federal programs:				
Material weakness identified?		Yes	X	No
Significant deficiency(s)?		Yes	X	None reported
Type of auditor's report issued on compliance for major programs:	**Unmodified**			
Any audit findings disclosed that are required to be reported in accordance with Uniform Guidance [2 CFR 200.516(a)]?		Yes	X	No

Identification of major federal program

AL Number	**Name of Federal Program or Cluster**
84.027, 84.173	Special Education Cluster
21.027	Coronavirus State and Local Fiscal Recovery Funds
84.425	Governor's Emergency Education Relief Fund and Elementary and Secondary School Emergency Relief Fund

Dollar threshold used to distinguish between Type A and Type B Programs	$750,000			
Auditee qualified as a low-risk auditee?		Yes	X	No

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Schedule of Findings and Questioned Costs (continued)

For the Year Ended June 30, 2023

Section II - Financial Statement Findings:

Item 2023-001 - Audit adjustments/Reconciliation of Significant Accounts (Material Weakness)

Criteria - Controls should be in place to ensure accurate financial reporting. In order to make the financial reports generated by the accounting system as meaningful as possible, the District should reconcile the general ledger accounts to supporting documentation on a monthly basis.

Condition - The District is responsible for controls over the period-end financial reporting process, including controls over procedures to process journal entries into the general ledger and record recurring and nonrecurring adjustments to the financial statements and reconciling general ledger accounts to supporting documentation. As a result of audit procedures, we identified significant accounts that were not reconciled at year end, including taxes receivable, general aid receivables, accounts receivable, accounts payable, salaries payable, and accrued expenses; and proposed material adjustments to the District's general ledger accounts to correct these misstatements.

Cause - The District's controls over period-end financial reporting did not prevent or detect material misstatements of the financial statements.

Effect - Without controls over procedures that will detect or prevent misstatements when entering transactions or making adjustments to the financial statements and reconciling significant accounts to supporting documentation, the financial statements may be misstated.

Recommendation - We recommend that management implement controls necessary to achieve accurate financial reporting, including reconciling significant accounts monthly.

District's Response - The District feels that we have reached milestones regarding audit compliance and Skyward reporting procedures. We feel this will improve each year and as we complete another audit we have already started conversations about the next audit on areas for the district to improve on.

2023-002 - Financial Statement Presentation and Disclosures (Material Weakness)

Criteria - Controls should be in place to prepare financial statements in accordance with generally accepted accounting principles (GAAP).

Condition - The District internal control over financial reporting does not end at the general ledger, but extends to the financial statements and related notes. As part of our professional services for the year ended June 30, 2022, Wipfli assisted in drafting the financial statements and related notes. While the District does have an internal control process to review the financial statements prepared by the auditors, the District does not have sufficient expertise to completely prepare its own financial statements and related notes, and relies on the auditors to provide necessary understanding of current accounting and disclosure principles in the preparation of the financial statements and related notes.

Cause - The District does not expect, nor does it require, its financial staff to have the ability to prepare GAAP financial statements.

Effect - The completeness of the related note disclosures and the accuracy of the overall financial presentation is negatively impacted as outside auditors do not have the same comprehensive understanding of the District and its staff. The potential exists that a misstatement of the financial statements and related notes could occur and not be prevented or detected by the District.

Recommendation - We recommend that management and those charged with governance continue to evaluate whether to accept the degree of risk associated with this condition because of cost or other considerations.

Draft

Schedule of Findings and Questioned Costs (continued)

For the Year Ended June 30, 2023

District's Response - The District will continue to rely upon the auditors to prepare the financial statements and related notes. Management will review and approve the annual financial statements and related notes.

Section III - Federal Findings:

None.

Section IV - Minnesota Legal Compliance Findings:

None.

Draft

Schedule of Prior Year Findings and Questioned Costs

For the Year Ended June 30, 2023

Prior Year Findings:

Section II – Financial Statement Findings:

Finding 2022-001 - Audit adjustments/Reconciliation of Significant Accounts – Repeated as finding 2023-001

Finding 2022-002 - Financial Statement Presentation and Disclosures – Repeated as finding 2023-002.

Section III - Federal Findings:

None.

Section IV - Minnesota Legal Compliance Findings:

None.

Draft

Duluth Public Schools

HR/BS Services Committee Monthly Fund Balance Report
Dec 12, 2023 Committee Meeting

12/8/2023

REVENUES	23-24 CURRENT YEAR ADOPTED BUDGET		23-24 CURRENT YEAR REVISED BUDGET adptd 4.11.23	23-24 RECEIVED TO YEAR TO DATE	23-24 RECEIVED ENCUMBERED		23-24 BUDGET BALANCE
	FUND	Jul-23	JULY 23 -24	July -June	July -June		July -June
General	1	$126,200,922.80	$127,328,420.57	$35,023,686.13	$303.16		$92,305,037.60
Food Service	2	$4,039,200.00	$4,039,200.00	$1,456,268.52			$2,582,931.48
Transportation	3	$7,020,941.12	$7,020,941.12	$1,296,054.33			$5,724,886.79
Community Ed	4	$8,495,545.00	$8,495,545.00	$1,825,365.87	$ -		$6,670,179.13
Operating Captial	5	$2,742,547.00	$2,742,547.00	$1,089,107.93	$ -		$1,653,439.07
Building Construction	6	$ -	$ -	$ -			$ -
Debt Service Fund	7	$23,647,223.00	$23,647,223.00	$1,649,631.32	$ -		$21,997,591.68
Trust Fund	8	$276,100.00	$276,100.00				$276,100.00
Dental Insurance Fund	20	$950,000.00	$950,000.00	$319,506.87	$ -		$630,493.13
Student Acitivity	79	$58,406.00	$581,369.43	$113,962.81	$ -		$467,406.62
REVENUE	**TOTALS:**	**$173,430,884.92**	**$175,081,346.12**	**$42,773,583.78**	**$303.16**	**$ -**	**$132,308,065.50**

EXPENSES	23-24 CURRENT YEAR ADOPTED BUDGET		23-24 CURRENT YEAR REVISED BUDGET adptd 4.11.23	23-24 EXPENSES TO YEAR TO DATE	23-24 EXPENSES ENCUMBERED		23-24 BUDGET BALANCE
	FUND	Jul-23	JULY 23-24	July - June	July -June		July - June
General	1	$120,283,293.86	$120,774,940.14	$42,596,477.70	$3,589,877.03		$74,588,585.41
Food Service	2	$4,012,876.00	$4,012,876.00	$1,532,055.19	$2,038,926.74		$441,894.07
Transportation	3	$6,268,632.76	$6,749,632.76	$3,050,947.44	$458,157.31		$3,240,528.01
Community Ed	4	$7,630,865.00	$7,630,865.00	$2,959,935.35	$34,401.40		$4,636,528.25
Operating Captial	5	$7,999,619.25	$7,999,619.25	$3,975,868.93	$404,283.13		$3,619,467.19
Building Construction	6	$ -	$ -	$2,801,330.37	$24,004.51		-$2,825,334.88
Debt Service Fund	7	$23,640,000.00	$23,640,000.00	$2,256,462.45	$ -		$21,383,537.55
Trust Fund	8	$253,750.00	$253,750.00	$ -			$253,750.00
Dental Insurance Fund	20	$915,000.00	$915,000.00	$381,551.01	$ -		$533,448.99
Student Acitivity	79	$306,948.00	$276,264.96	$98,928.13	$3,261.43		$174,075.40
EXPENSE	**TOTALS**	**$171,310,984.87**	**$172,252,948.11**	**$59,653,556.57**	**$6,552,911.55**	**$ -**	**$106,046,479.99**

Fin 160 ESSER III	Expenses
Program 030 Asst Supt	$22,613.50
Program 110 Admin	$ -
Program 108 Tech	$539,006.22
Program 203 Elem	$341,633.01
Program 211 Secondary	$436,410.53
Program 640 Staff Dev	$ -
Program 805 Operations	$ -
Program 760 Transportation	$ -
Program 740 Pupil Engage	$1,296.63
	$1,340,959.89

	Ex Curricular	Fund 01
Program 298	Revenue	$293,717.76
Program 298	Expense	$326,822.47

Fundraisers Reported
November 2023

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
East HS	Duluth East Spanish Club	$1,000.00	La Pulsera Project - The Pulsera Project is a nonprofit organization that educates, empowers, and connects Central American artists with students in more than 3,600 U.S. schools through the sale of colorful handwoven bracelets, or "pulseras" in Spanish.
ECFE	ECFE Citywide Advisory Board	$2,500.00	Duluth Coffee Fundraiser
Lester Park ES	Schoolwide	$1,500.00	The Giving Tree
Lincoln Park MS	Lincoln Park Middle School Media Center	$500.00	Scholastic Book Company, Classrooms Count

INDEPENDENT SCHOOL DISTRICT NO. 709

Duluth Public Schools
709 Portia Johnson Drive
Duluth, Minnesota 55811
218-336-8700

MEMORANDUM

To: Simone Zunich, Executive Director of Business Services

From: Cathy Holman, Purchasing Coordinator

Subject: **QUOTE #4389 HOMECROFT ELEMENTARY PARKING LOT RECONSTRUCTION**

Date: November 28, 2023

The quote is for professional engineering services to reconstruct the existing parking lot at Homecroft Elementary.

Two (2) vendors responded with the following results:

VENDOR	**TOTAL**
DESIGN TREE	$ 31,500.00
NORTHLAND CONSULTING ENGINEERS	$ 44,810.00

Bryan Brown and Facilities staff reviewed the quotes.

Bryan Brown, Facilities Manager, recommends accepting and awarding the quote meeting specifications as submitted by DESIGN TREE for the amount of **$31,500.00 for the HOMECROFT ELEMENTARY PARKING LOT RECONSTRUCTION.**

Bryan Brown will attend the HR/Business Committee meeting to answer any questions as they pertain to this recommendation.

Bryan Brown will attend the School Board meeting to answer any questions as they pertain to this recommendation, if needed.

Program: Facilities

Fund Custodian: Bryan Brown, Manger of Facilities

Duluth Public Schools
Every Student. Every Day.

Shannon Brown <shannon.brown@isd709.org> 105

Diploma Request

1 message

Darcy Motschenbacher <darcy.motschenbacher@isd709.org> Mon, Nov 27, 2023 at 8:37 AM
To: Shannon Brown <shannon.brown@isd709.org>

Could I please get a diploma for East Graduate, Skyla Evelyn Pope? She completed her graduation requirements on 8/16/23

Please let me know if you have any questions.
Darcy

--

Darcy Motschenbacher
Senior Office Support Specialist
East High School
301 N 40th Ave E
Duluth, MN 55804
Ph#: (218) 336-8845 ext. 2142
Fax#: (218)336-8859

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M E M O R A N D U M

TO: Curriculum Dept.

FROM: Angie Frank, Adult Diploma Program

SUBJECT: High School Diploma

DATE: 11/21/2023

The following student completed all requirements for graduation from I.S.D. 709 via the Adult Diploma Program and requests their Duluth Public Schools diploma, dated:

Deven Jones

11/21/2023

November 22, 2023

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

Dear Mr. Bonds:

This is to certify that the person(s) listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive their diploma from the school listed.

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Isaac Matthew Leland Lopit	**Duluth Public Schools**	**11/22/2023**

Please send diploma to Valarie Wagenbach at the Area Learning Center, Suite 450.

Nathan Glöckle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

November 27, 2023

Anthony Bonds, Assistant Superintendent
Independent School District 709
4316 Rice Lake Road
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.

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Lydia Sarazine	**Duluth Public Schools**	**11/27/2023**

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

Nathan Glockle
Principal

Kathleen Wilson
Area Learning Center

November 27, 2023

Anthony Bonds, Assistant Superintendent
Independent School District 709
4316 Rice Lake Road
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.

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Elijah Evans	**Duluth Public Schools**	**11/27/2023**

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

Nathan Glockle
Principal

Kathleen Wilson
Area Learning Center

MEMORANDUM

TO: Curriculum Dept.

FROM: Angie Frank, Adult Diploma Program

SUBJECT: High School Diploma

DATE: 12/6/2023

The following student completed all requirements for graduation from I.S.D. 709 via the Adult Diploma Program and requests their Duluth Public Schools diploma, dated:

Kirby Benjamin

12/6/2023

December 13, 2023

Anthony Bonds, Assistant Superintendent
Independent School District 709
4316 Rice Lake Road
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.

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Katlin Maciejeski	**Duluth Public Schools**	**1/19/2024**

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

Christine 'Lisa' Post
Bridge Program

Kathleen Wilson
Area Learning Center

December 7, 2023

Anthony Bonds, Assistant Superintendent
Independent School District 709
4316 Rice Lake Road
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.

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Mason J Russell	**Duluth Public Schools**	**1/19/2024**

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

Christine 'Lisa' Post
Bridge Program

Kathleen Wilson
Area Learning Center

*Adopted:*_____ *MSBA/MASA Model Policy 606*
Orig. 1995
*Revised:*_____ *Rev. 2022*

606 TEXTBOOKS AND INSTRUCTIONAL MATERIALS

I. PURPOSE

The purpose of this policy is to provide direction for selection of textbooks and instructional materials.

II. GENERAL STATEMENT OF POLICY

The school board recognizes that selection of textbooks and instructional materials is a vital component of the school district's curriculum. The school board also recognizes that it has the authority to make final decisions on selection of all textbooks and instructional materials.

III. RESPONSIBILITY OF SELECTION

A. While the school board retains its authority to make final decisions on the selection of textbooks and instructional materials, the school board recognizes the expertise of the professional staff and the vital need of such staff to be primarily involved in the recommendation of textbooks and instructional materials. Accordingly, the school board delegates to the superintendent the responsibility to direct the professional staff in formulating recommendations to the school board on textbooks and other instructional materials.

B. In reviewing textbooks and instructional materials during the selection process, the professional staff shall select materials that:

1. support the goals and objectives of the education programs;

2. consider the needs, age, and maturity of students;

3. foster respect and appreciation for cultural diversity and varied opinion;

4. fit within the constraints of the school district budget;

5. are in the English language. Another language may be used, pursuant to Minn. Stat. § 124D.61;

6. permit grade-level instruction for students to read and study America's founding documents, including documents that contributed to the foundation or maintenance of America's representative form of limited government, the Bill of Rights, our free-market economic system, and patriotism; and

7. do not censor or restrain instruction in American or Minnesota state history or heritage based on religious references in original source documents, writings, speeches, proclamations, or records.

C. The superintendent shall be responsible for developing procedures and guidelines to establish an orderly process for the review and recommendation of textbooks and other instructional materials by the professional staff. Such procedures and guidelines shall provide opportunity for input and consideration of the views of students, parents, and other interested members of the school district community. This procedure shall be coordinated with the school district's curriculum development effort and may utilize

advisory committees.

IV. SELECTION OF TEXTBOOKS AND OTHER INSTRUCTIONAL MATERIALS

A. The superintendent shall be responsible for keeping the school board informed of progress on the part of staff and others involved in the textbook and other instructional materials review and selection process.

B. The superintendent shall present a recommendation to the school board on the selection of textbooks and other instructional materials after completion of the review process as outlined in this policy.

V. RECONSIDERATION OF TEXTBOOKS OR OTHER INSTRUCTIONAL MATERIALS

A. The school board recognizes differences of opinion on the part of some members of the school district community relating to certain areas of the instruction program. Interested persons may request an opportunity to review materials and submit a request for reconsideration of the use of certain textbooks or instructional materials. Access to the materials in question shall not be restricted until the procedures listed below have been fully completed and a decision to remove or restrict the materials has been made.

~~B. The superintendent shall be responsible for the development of guidelines and procedures to identify the steps to be followed to seek reconsideration of textbooks or other instructional materials.~~

~~C. The superintendent shall present a procedure to the school board for review and approval regarding reconsideration of textbooks or other instructional materials. When approved by the school board, such procedure shall be an addendum to this policy.~~

B. Formal Request for Reconsideration of a Textbook or Other Instructional Resource

1. A Formal Request for Reconsideration of a textbook or other instructional resource is initiated upon submission of a completed *Formal Request for Reconsideration of Instructional Resource or Specific Library Collection Material* form. The form must be completed in its entirety for each resource that is subject to a request for reconsideration and submitted to the school principal. The principal shall notify the superintendent or the superintendent's designee of receipt of a completed Formal Request form.

   If specific instructional material is the subject of a Formal Request for Reconsideration and a final decision is made to retain the specific instructional material, then the specific instructional material shall not be subject to additional requests for reconsideration for three years following the date of final resolution of the initial Formal Request for Reconsideration.

2. The Superintendent or the superintendent's designee shall appoint an Instructional Materials Review Committee (Review Committee) upon receipt of a Formal Request for Reconsideration. This committee shall include:

   a. One member of the school district administration

   b. One principal

   c. Two teachers of the discipline named in the complaint (one of which shall be the content area lead teacher)

d. Two members of the school district community with no direct connection with the request for reconsideration

e. Two student representatives (as appropriate to the specific request).

3. The Review Committee chair shall establish a date upon which it will discuss the request and whether the specific instructional material conforms to the selection criteria set forth in this policy.

4. The Review Committee

a. may consult individuals, organizations, and other resources with relevant professional knowledge on instructional material;

b. shall examine the specific instructional material's area of concern;

c. shall examine the specific instructional material as to its conformance with the criteria for selection of instructional materials; and

d. shall submit a written report to the superintendent or the superintendent's designee containing the Review Committee's decision on whether to retain, to remove, or to take other action regarding the specific instructional material.

5. The superintendent or the superintendent's designee shall inform the requestor and the school board of the Review Committee's decision.

6. The requestor shall have the right to appeal the decision of the Review Committee to the superintendent and the school board.

Legal References:
Minn. Stat. § 120A.22, Subd. 9 (Compulsory Instruction – Knowledge and Skills)
Minn. Stat. § 120B.235 (American Heritage Education)
Minn. Stat. § 123B.02, Subd. 2 (General Powers of Independent School Districts)
Minn. Stat. § 123B.09, Subd. 8 (School Board Responsibilities)
Minn. Stat. § 124D.59-124D.61 (Education for English Learners Act)
Minn. Stat. § 127A.10 (State Officials and School Board Members to be Disinterested; Penalty)
Hazelwood Sch. Dist. v. Kuhlmeier, 484 U.S. 260 (1988)
Pratt v. Independent Sch. Dist. No. 831, 670 F.2d 771 (8th Cir. 1982)

Cross References:
MSBA/MASA Model Policy 603 (Curriculum Development)
MSBA/MASA Model Policy 604 (Instructional Curriculum)

6030 INSTRUCTIONAL RESOURCES

One of the primary objectives of the School District is to provide instructional resources that enrich and support the educational program of the school. Instructional resources are designed to:

1. Provide a wide range of experiences on all levels of difficulty with diversity of appeal, presenting different points of view, reflecting non-sexist and non discriminatory roles, attitudes, values, and concepts.
2. Stimulate growth in factual knowledge, literary appreciation, aesthetic values, and ethical standards.
3. Provide background of the many religious, ethnic, and cultural groups and their contribution to our American heritage, literature, arts, and sciences.
4. Provide a variety of formats to give students and teachers the opportunity to select the media best suited to the learning needs of individual pupils.

The School Board supports the principles of intellectual freedom inherent in the First Amendment of the Constitution of the United States and expressed in the "Library Bill of Rights" of the American Library Association, "The Right to Read" published by the National Council of Teachers of English, and "The Freedom of View" written by the Educational Film Library Association. In the event that materials are challenged, the principles of intellectual freedom, the right to access of materials, and the integrity of the licensed staff must be upheld while reevaluating the material in question.

Adopted: 12-14-1976 ISD 709
Revised: 10-09-1979
01-08-1980
11-12-1985
06-20-1995
08-17-2004 ISD 709

6035 SELECTION OF INSTRUCTIONAL MATERIALS

I. PURPOSE

The purpose of this policy is to provide direction for selection of textbooks and instructional materials.

II. GENERAL STATEMENT OF POLICY

The school board recognizes that selection of textbooks and instructional materials is a vital component of the school district's curriculum. The school board also recognizes that it has the authority to make final decisions on selection of all textbooks and instructional materials.

III. RESPONSIBILITY OF SELECTION

A. While the school board retains its authority to make final decisions on the selection of textbooks and instructional materials, the school board recognizes the expertise of the professional staff and the vital need of such staff to be primarily involved in the recommendation of textbooks and instructional materials. Accordingly, the school board delegates to the superintendent the responsibility to direct the professional staff in formulating recommendations to the school board on textbooks and other instructional materials.

B. In reviewing textbooks and instructional materials during the selection process, the professional staff shall select materials which:

1. support the goals and objectives of the education programs;
2. consider the needs, age and maturity of students;
3. foster respect and appreciation for cultural diversity and varied opinion;
4. fit within the constraints of the school district budget; and
6. are in the English language. Another language may be used, pursuant to Minn. Stat. § 124D.61.

C. The superintendent shall be responsible for developing procedures and guidelines to establish an orderly process for the review and recommendation of textbooks and other instructional materials by the professional staff. Such procedures and guidelines shall provide opportunity for input and consideration of the views of students, parents and other interested members of the school district community. This procedure shall be coordinated with the school district's curriculum development effort and may utilize advisory committees.

IV. SELECTION OF TEXTBOOKS AND OTHER INSTRUCTIONAL MATERIALS

A. The superintendent shall be responsible for keeping the school board informed of progress on the part of staff and others involved in the textbook and other instructional materials review and selection process.

B. The superintendent shall present a recommendation to the school board on the selection of textbooks and other instructional materials after completion of the review process as outlined in this policy.

V. RECONSIDERATION OF TEXTBOOKS OR OTHER INSTRUCTIONS MATERIALS

A. The school board recognizes differences of opinion on the part of some members of the school district community relating to certain areas of the instruction program. Interested persons may request an opportunity to review materials and submit a request for reconsideration of the use of certain textbooks or instructional materials.

B. The superintendent shall be responsible for the development of guidelines and procedures to identify the steps to be followed to seek reconsideration of textbooks or other instructional materials.

C. The superintendent shall present a procedure to the school board for review and approval regarding reconsideration of textbooks or other instructional materials. When approved by the school board, such procedure shall be an addendum to this policy.

Legal References: Minn. Stat. § 120A.22, Subd. 9 (Compulsory Instruction – Curriculum)
Minn. Stat. § 123B.02, Subd.2 (General Powers of Independent School Districts)
Minn. Stat. § 123B.03, Subd. 8 (School Board Responsibilities)
Minn. Stat. § 124D.59-124D.61 (Limited English Proficiency)
Minn. Stat. § 127A.10 (State Officials and School Board Members to be Disinterested; Penalty)
Hazelwood Sch. Dist. V. Kuhlmeier, 484 U.S. 260, 108 S. Ct. 562, 98 L.Ed.2d 592 (1988)
Pratt V. Independent Sch. Dist, No. 831, 670F.2d 771 (8th Cir, 1982)

Adopted: 11-09-1976 ISD 709
Revised: 02-11-1986
01-17-2006 ISD 709

6040 - CHALLENGED INSTRUCTIONAL RESOURCES

If a resident of the School District requests the removal or restriction of a resource for anyone other than his/her child/ward, a Request for Reconsideration of an Instructional Resource Form, available in the office of the principal, must be completed and signed. The materials in questions will continue to be available for use in the curriculum during the reconsideration process, which is as follows:

Step One

A committee consisting of three building level instructional personnel shall be established by the principal to review any challenged resource. Upon receipt of a Request for Reconsideration, the committee shall read the complaint. All committee members shall thoroughly review the resource in question. Following this review, the committee may meet with the complainant to discuss the resource. The committee shall make a decision regarding the future use of this resource in the school program. After reviewing the decision with the committee, the principal shall, within ten (10) working days, notify the complainant of the decision in writing. The complainant may appeal the committee's decision to the Director of Curriculum, Instruction & Assessment within ten (10) working days of receipt of the principal's notification of decision.

Step Two

Upon receipt of a request for appeal, the Director of Curriculum, Instruction & Assessment shall appoint a five-member committee composed of at least one school media person, a teacher of the discipline named in the complaint, and an administrator. The committee shall read the complaint, review the resource, and consider the building level decision. Following this review, the committee shall meet with the complainant to discuss the matter. Within thirty (30) working days the committee shall make a decision and disseminate it to the complainant and all principals. The entire Step Two process shall be completed in sixty (60) days following the receipt of the request for appeal.

Step Three

The Step Two decision may be appealed to the Superintendent and the School Board within ten (10) working days of receipt of the Step Two decision.

Adopted: 11-09-1976 ISD 709
Revised: 02-11-1986
06-20-1995
08-17-2004 ISD 709

606.5 LIBRARY MATERIALS

I. PURPOSE

The purpose of this policy is to provide direction and to delegate responsibility for selection and reconsideration of library materials.

II. GENERAL STATEMENT OF PURPOSE

The school board recognizes that library materials serve as a vital component of a student's education by enriching the breadth of the curriculum as a whole and meeting the needs and interests of individual students. The purpose of library materials is to meet the needs of all students. Therefore, questions regarding selection and reconsideration of library materials should be handled differently than those concerning textbooks and instructional materials.

To ensure that library materials fulfill this role, the school board delegates to the superintendent or the superintendent's designee responsibility for administering a process for selection of library materials. Responsibility for selection shall rest with professionally trained school district staff, with recognition that the school board has the final authority on selection of library materials. Parents and guardians have the right and the responsibility to determine their children's access to library materials.

III. DEFINITIONS

A. "Library" is the school district resource that holds the library collection that serves the information and independent reading needs of students and supports the curriculum needs of teachers and staff. The term "library" includes a school library media center. The term also includes access to electronic materials.

For school districts with multiple school buildings, the term "library" refers to the resource within a specific school building.

Minnesota Statutes, section 124D.901, states that a school district or charter school library or school library media center provides equitable and free access to students, teachers, and administrators and that a school library or school library media center must have the following characteristics:

1. ensures every student has equitable access to resources and is able to locate, access, and use resources that are organized and cataloged;
2. has a collection development plan that includes but is not limited to materials selection and deselection, a challenged materials procedure, and an intellectual and academic freedom statement;
3. is housed in a central location that provides an environment for expanded learning and supports a variety of student interests;
4. has technology and Internet access; and
5. is served by a licensed school library media specialist or licensed school librarian.

B. "Library collection" consists of the library materials made available to students.

C. "Library materials" are the books, periodicals, newspapers, manuscripts, films, prints, documents, videotapes, subscription content, electronic and digital materials (including e-books, audiobooks, and databases), and related items made available to students in a school building or through access to electronic materials This term does

not include materials made available to students as part of the curriculum.

D. "Library media specialist" is a teacher holding a Library Media Specialist teaching license issued by the Professional Educator Licensing and Standards Boards and who is trained to deliver library services to students and staff in a library. A library media specialist is authorized under Minnesota Rules to provide to students in kindergarten through grade 12 instruction that is designed to provide information and technology literacy skills instruction, to lead, collaborate, and consult with other classroom teachers for the purpose of integrating information and technology literacy skills with content teaching, and to administer media center operations, programming, and resources.

IV. RESPONSIBILITY FOR SELECTION OF LIBRARY MATERIALS

A. The school board recognizes the expertise of the school district's professional staff and the vital need of such staff to be responsible for selection of library materials.

B. While recommendations by administrators, faculty members, students, parents, and other community members may be considered, the final responsibility for selection of library materials shall rest with the library media specialist.

V. SELECTION OF LIBRARY MATERIALS

A. Selection Criteria: The library materials selection process should result in a library collection that, when considered as a whole, is consistent with the following criteria:

1. Library materials shall support and be consistent with the general educational goals of the state and the district and the aims and objectives of individual schools and specific courses;

2. Library materials shall be chosen to enrich and support the curriculum as well as to promote reading for pleasure by responding to the personal needs and interests of student users;

3. Library materials shall not be excluded because of the race, nationality, religion, sex, gender, gender identity and orientation, or political views of the writer;

4. Library materials shall be appropriate to and reflect the needs, ages, maturity level, emotional development, ability levels, learning styles, social development, background, diversity, and needs and interests of the students for whom the materials were selected;

5. Library materials shall meet high standards of quality in one or more of these categories (presented alphabetically):

a. Artistic quality and/or literary style;

b. Authenticity;

c. Critical thinking;

d. Educational significance;

e. Factual content;

f. High interest for intended audience; and

g. Readability.

6. The selection of library materials shall conform to the constraints of the school district budget.

B. The library media specialist shall consult sources and specialists experienced in library materials collections appropriate for the building's students and that are reputable, experienced, unbiased, and professionally trained in school library materials.

C. The superintendent or the superintendent's designee shall be responsible for keeping the school board informed of progress on review and selection of each building's library materials.

D. Library materials that are outdated, inaccurate, no longer useful for curricular support or reading enrichment, or have not been utilized for an extended period of time may be removed. Library materials that are in poor physical condition may be removed or replaced as determined by the library media specialist ~~or the principal.~~

E. Gifts and Donations of Library Materials

Materials offered for donation or gifted to a school library may be accepted if they comply with the library collection selection criteria and approved by the library media specialist. The school district's libraries welcome donations of books and other resource materials from individuals and organizations, but also reserve the right to decline to accept library materials that do not meet the criteria for selection. In addition, financial donations to benefit school district's libraries will be accepted with the understanding that funds will be used to purchase materials that are needed for libraries based on the needs of the individual schools.

VI. INDIVIDUAL STUDENT ACCESS TO SPECIFIC LIBRARY MATERIAL

A parent or guardian may request that access to specific material in the library materials collection be restricted from their student. The school shall take reasonable steps to fulfill this request. This type of request will not result in removal of specific library collection material from the library or restrictions upon any other student accessing specific library materials.

VII. RECONSIDERATION OF SPECIFIC LIBRARY MATERIAL

A. The school board seeks to uphold students' access to library materials that meet the educational goals and selection criteria set forth in this policy.

B. A school district employee, student, or a parent or guardian of a school district student may request reconsideration of specific library material on the basis of appropriateness. Access to the material in question shall not be restricted until the procedures listed below have been fully completed and a decision to remove or restrict the materials has been made.

C. Informal Request for Reconsideration of Specific Library Material

1. Requests for reconsideration of specific library material shall be directed to the library media specialist and the building principal. The building principal and the library media specialist shall assume responsibility for processing the request on an informal basis.

2. The building principal and/or the library media specialist shall provide an explanation to the individual who submitted the request. The explanation shall include the particular selection criteria that the material in question met in order to be included in the library as curriculum support or as an independent

reading choice for students in the building.

3. If the request is not resolved informally, the principal shall submit a report on the matter to the superintendent or the superintendent's designee. The requestor will have an option to initiate a Formal Request for Reconsideration.

D. Formal Request for Reconsideration of Specific Library Collection Material

1. A Formal Request for Reconsideration of specific library material is initiated upon submission of a completed *Formal Request for Reconsideration of Instructional Resource or Specific Library Collection Material* form. The form must be completed in its entirety for each work that is subject to a request for reconsideration. The principal shall notify the superintendent or the superintendent's designee and the library media specialist of receipt of a completed Formal Request form.

   The district will respond to Formal Request for Reconsideration within 60 school contract days. One challenge will be addressed by the committee at a time.

   If specific library material is the subject of a Formal Request for Reconsideration and a final decision is made to retain the specific library material, then the specific library material shall not be subject to additional requests for reconsideration for three years following the date of final resolution of the initial Formal Request for Reconsideration.

2. On an annual basis, the Superintendent or the superintendent's designee shall appoint a Library Materials Review Committee (Review Committee). This committee shall include:

   a. One member of the school district administration

   b. One principal

   c. Two teachers

   d. One library media specialist (or district media specialist or public librarian if the school district does not have a library media specialist)

   e. Two members of the school district community with no direct connection with the request for reconsideration

   f. Two student representatives (as appropriate to the specific request).

3. The Review Committee chair shall establish a date upon which it will discuss the request and whether the specific library collection material conforms to the selection criteria set forth in this policy.

4. The Review Committee

   a. may consult individuals, organizations, and other resources with relevant professional knowledge on school library material;

   b. shall examine the specific library material as a whole;

   c. shall examine the specific library material as to its conformance with the criteria for selection of library materials; and

d. shall submit a written report to the superintendent or the superintendent's designee containing the Review Committee's decision on whether to retain, to remove, or to take other action regarding the specific library material.

5. The superintendent or the superintendent's designee shall inform the requestor and the school board of the Review Committee's decision.

6. The requestor shall have the right to appeal the decision of the superintendent or the superintendent's designee to the school board.

Legal References:
Minn. Stat. § 120A.22, Subd. 9 (Compulsory Instruction)
Minn. Stat. § 123B.02 (General Powers of Independent School Districts)
Minn. Stat. § 123B.09 (School Board Responsibilities)
Minn. Stat. § 124D.901 (Public School Libraries and Media Centers)
Minn. Rules Part 8710.4550 (Library Media Specialists)
Bd. of Educ., Island Trees Union Free Sch. Dist. No. 26 v. Pico, 457 U.S. 853 (1982)
Virginia State Bd. of Educ. v. Barnette, 319 U.S. 624, 642 (1943)

Cross References:
MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)
MSBA/MASA Model Policy 606 (Textbooks and Instructional Materials)

First Reading: 11.21.23
Second Reading:

606.5 LIBRARY MATERIALS

I. PURPOSE

The purpose of this policy is to provide direction and to delegate responsibility for selection and reconsideration of library materials.

II. GENERAL STATEMENT OF PURPOSE

The school board recognizes that library materials serve as a vital component of a student's education by enriching the breadth of the curriculum as a whole and meeting the needs and interests of individual students. The purpose of library materials is to meet the needs of all students. Therefore, questions regarding selection and reconsideration of library materials should be handled differently than those concerning textbooks and instructional materials.

To ensure that library materials fulfill this role, the school board delegates to the superintendent or the superintendent's designee responsibility for administering a process for selection of library materials. Responsibility for selection shall rest with professionally trained school district staff, with recognition that the school board has the final authority on selection of library materials. Parents and guardians have the right and the responsibility to determine their children's access to library materials.

III. DEFINITIONS

A. "Library" is the school district resource that holds the library collection that serves the information and independent reading needs of students and supports the curriculum needs of teachers and staff. The term "library" includes a school library media center. The term also includes access to electronic materials.

For school districts with multiple school buildings, the term "library" refers to the resource within a specific school building.

Minnesota Statutes, section 124D.901, states that a school district or charter school library or school library media center provides equitable and free access to students, teachers, and administrators and that a school library or school library media center must have the following characteristics:

1. ensures every student has equitable access to resources and is able to locate, access, and use resources that are organized and cataloged;
2. has a collection development plan that includes but is not limited to materials selection and deselection, a challenged materials procedure, and an intellectual and academic freedom statement;
3. is housed in a central location that provides an environment for expanded learning and supports a variety of student interests;
4. has technology and Internet access; and
5. is served by a licensed school library media specialist or licensed school librarian.

B. "Library collection" consists of the library materials made available to students.

C. "Library materials" are the books, periodicals, newspapers, manuscripts, films, prints, documents, videotapes, subscription content, electronic and digital materials (including e-books, audiobooks, and databases), and related items made available to students in a school building or through access to electronic materials This term does

not include materials made available to students as part of the curriculum.

D. "Library media specialist" is a teacher holding a Library Media Specialist teaching license issued by the Professional Educator Licensing and Standards Boards and who is trained to deliver library services to students and staff in a library. A library media specialist is authorized under Minnesota Rules to provide to students in kindergarten through grade 12 instruction that is designed to provide information and technology literacy skills instruction, to lead, collaborate, and consult with other classroom teachers for the purpose of integrating information and technology literacy skills with content teaching, and to administer media center operations, programming, and resources.

IV. RESPONSIBILITY FOR SELECTION OF LIBRARY MATERIALS

A. The school board recognizes the expertise of the school district's professional staff and the vital need of such staff to be responsible for selection of library materials.

B. While recommendations by administrators, faculty members, students, parents, and other community members may be considered, the final responsibility for selection of library materials shall rest with the library media specialist.

V. SELECTION OF LIBRARY MATERIALS

A. Selection Criteria: The library materials selection process should result in a library collection that, when considered as a whole, is consistent with the following criteria:

1. Library materials shall support and be consistent with the general educational goals of the state and the district and the aims and objectives of individual schools and specific courses;

2. Library materials shall be chosen to enrich and support the curriculum as well as to promote reading for pleasure by responding to the personal needs and interests of student users;

3. Library materials shall not be excluded because of the race, nationality, religion, sex, gender, gender identity and orientation, or political views of the writer;

4. Library materials shall be appropriate to and reflect the needs, ages, maturity level, emotional development, ability levels, learning styles, social development, background, diversity, and needs and interests of the students for whom the materials were selected;

5. Library materials shall meet high standards of quality in one or more of these categories (presented alphabetically):

a. Artistic quality and/or literary style;

b. Authenticity;

c. Critical thinking;

d. Educational significance;

e. Factual content;

f. High interest for intended audience; and

g. Readability.

6. The selection of library materials shall conform to the constraints of the school district budget.

B. The library media specialist shall consult sources and specialists experienced in library materials collections appropriate for the building's students and that are reputable, experienced, unbiased, and professionally trained in school library materials.

C. The superintendent or the superintendent's designee shall be responsible for keeping the school board informed of progress on review and selection of each building's library materials.

D. Library materials that are outdated, inaccurate, no longer useful for curricular support or reading enrichment, or have not been utilized for an extended period of time may be removed. Library materials that are in poor physical condition may be removed or replaced as determined by the library media specialist ~~or the principal.~~

E. Gifts and Donations of Library Materials

Materials offered for donation or gifted to a school library may be accepted if they comply with the library collection selection criteria and approved by the library media specialist. The school district's libraries welcome donations of books and other resource materials from individuals and organizations, but also reserve the right to decline to accept library materials that do not meet the criteria for selection. In addition, financial donations to benefit school district's libraries will be accepted with the understanding that funds will be used to purchase materials that are needed for libraries based on the needs of the individual schools.

VI. INDIVIDUAL STUDENT ACCESS TO SPECIFIC LIBRARY MATERIAL

A parent or guardian may request that access to specific material in the library materials collection be restricted from their student. The school shall take reasonable steps to fulfill this request. This type of request will not result in removal of specific library collection material from the library or restrictions upon any other student accessing specific library materials.

VII. RECONSIDERATION OF SPECIFIC LIBRARY MATERIAL

A. The school board seeks to uphold students' access to library materials that meet the educational goals and selection criteria set forth in this policy.

B. A school district employee, student, or a parent or guardian of a school district student may request reconsideration of specific library material on the basis of appropriateness. Access to the material in question shall not be restricted until the procedures listed below have been fully completed and a decision to remove or restrict the materials has been made.

C. Informal Request for Reconsideration of Specific Library Material

1. Requests for reconsideration of specific library material shall be directed to the library media specialist and the building principal. The building principal and the library media specialist shall assume responsibility for processing the request on an informal basis.

2. The building principal and/or the library media specialist shall provide an explanation to the individual who submitted the request. The explanation shall include the particular selection criteria that the material in question met in order to be included in the library as curriculum support or as an independent

reading choice for students in the building.

3. If the request is not resolved informally, the principal shall submit a report on the matter to the superintendent or the superintendent's designee. The requestor will have an option to initiate a Formal Request for Reconsideration.

D. Formal Request for Reconsideration of Specific Library Collection Material

1. A Formal Request for Reconsideration of specific library material is initiated upon submission of a completed *Formal Request for Reconsideration of Instructional Resource or Specific Library Collection Material* form. The form must be completed in its entirety for each work that is subject to a request for reconsideration. The principal shall notify the superintendent or the superintendent's designee and the library media specialist of receipt of a completed Formal Request form.

   The district will respond to Formal Request for Reconsideration within ~~30~~ 60 school contract days. One challenge will be addressed by the committee at a time. ~~An individual person may challenge only one book per calendar year.~~

   If specific library material is the subject of a Formal Request for Reconsideration and a final decision is made to retain the specific library material, then the specific library material shall not be subject to additional requests for reconsideration for three years following the date of final resolution of the initial Formal Request for Reconsideration.

2. On an annual basis, the Superintendent or the superintendent's designee shall appoint a Library Materials Review Committee (Review Committee). This committee shall include:

   a. One member of the school district administration

   b. One principal

   c. Two teachers

   d. One library media specialist (or district media specialist or public librarian if the school district does not have a library media specialist)

   e. Two members of the school district community with no direct connection with the request for reconsideration

   f. Two student representatives (as appropriate to the specific request).

3. The Review Committee chair shall establish a date upon which it will discuss the request and whether the specific library collection material conforms to the selection criteria set forth in this policy.

4. The Review Committee

   a. may consult individuals, organizations, and other resources with relevant professional knowledge on school library material;

   b. shall examine the specific library material as a whole;

   c. shall examine the specific library material as to its conformance with the criteria for selection of library materials; and

d. shall submit a written report to the superintendent or the superintendent's designee containing the Review Committee's decision on whether to retain, to remove, or to take other action regarding the specific library material.

5. The superintendent or the superintendent's designee shall inform the requestor and the school board of the Review Committee's decision.

6. The requestor shall have the right to appeal the decision of the superintendent or the superintendent's designee to the school board.

Legal References:
Minn. Stat. § 120A.22, Subd. 9 (Compulsory Instruction)
Minn. Stat. § 123B.02 (General Powers of Independent School Districts)
Minn. Stat. § 123B.09 (School Board Responsibilities)
Minn. Stat. § 124D.901 (Public School Libraries and Media Centers)
Minn. Rules Part 8710.4550 (Library Media Specialists)
Bd. of Educ., Island Trees Union Free Sch. Dist. No. 26 v. Pico, 457 U.S. 853 (1982)
Virginia State Bd. of Educ. v. Barnette, 319 U.S. 624, 642 (1943)

Cross References:
MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)
MSBA/MASA Model Policy 606 (Textbooks and Instructional Materials)

First Reading: 11.21.23
Second Reading:

Adopted:_____

Revised:_____

MSBA/MASA Model Policy 606.5
Orig. 2023

606.5 LIBRARY MATERIALS

I. PURPOSE

The purpose of this policy is to provide direction and to delegate responsibility for selection and reconsideration of library materials.

II. GENERAL STATEMENT OF PURPOSE

The school board recognizes that library materials serve as a vital component of a student's education by enriching the breadth of the curriculum as a whole and meeting the needs and interests of individual students. The purpose of library materials is to meet the needs of all students. Therefore, questions regarding selection and reconsideration of library materials should be handled differently than those concerning textbooks and instructional materials.

To ensure that library materials fulfill this role, the school board delegates to the superintendent or the superintendent's designee responsibility for administering a process for selection of library materials. Responsibility for selection shall rest with professionally trained school district staff, with recognition that the school board has the final authority on selection of library materials. Parents and guardians have the right and the responsibility to determine their children's access to library materials.

[NOTE: The school board may choose to revise the General Statement of Purpose.]

III. DEFINITIONS

A. "Library" is the school district resource that holds the library collection that serves the information and independent reading needs of students and supports the curriculum needs of teachers and staff. The term "library" includes a school library media center. The term also includes access to electronic materials.

For school districts with multiple school buildings, the term "library" refers to the resource within a specific school building.

Minnesota Statutes, section 124D.901, states that a school district or charter school library or school library media center provides equitable and free access to students, teachers, and administrators and that a school library or school library media center must have the following characteristics:

1. ensures every student has equitable access to resources and is able to locate, access, and use resources that are organized and cataloged;
2. has a collection development plan that includes but is not limited to materials selection and deselection, a challenged materials procedure, and an intellectual and academic freedom statement;
3. is housed in a central location that provides an environment for expanded learning and supports a variety of student interests;
4. has technology and Internet access; and
5. is served by a licensed school library media specialist or licensed school librarian.

~~**[NOTE: The school board may add a sentence that incorporates the term(s) used to identify libraries in the school district, such as "The school district's libraries are commonly referred to as _____.]**~~

B. "Library collection" consists of the library materials made available to students.

C. "Library materials" are the books, periodicals, newspapers, manuscripts, films, prints, documents, videotapes, subscription content, electronic and digital materials (including e-books, audiobooks, and databases), and related items made available to students in a school building or through access to electronic materials This term does not include materials made available to students as part of the curriculum.

D. "Library media specialist" is a teacher holding a Library Media Specialist teaching license issued by the Professional Educator Licensing and Standards Boards and who is trained to deliver library services to students and staff in a library. A library media specialist is authorized under Minnesota Rules to provide to students in kindergarten through grade 12 instruction that is designed to provide information and technology literacy skills instruction, to lead, collaborate, and consult with other classroom teachers for the purpose of integrating information and technology literacy skills with content teaching, and to administer media center operations, programming, and resources.

~~**[NOTE: The specific titles of the school district's library staff should be used for this definition and substituted for "library media specialist" throughout this model policy.]**~~

IV. RESPONSIBILITY FOR SELECTION OF LIBRARY MATERIALS

A. The school board recognizes the expertise of the school district's professional staff and the vital need of such staff to be responsible for selection of library materials.

B. While recommendations by administrators, faculty members, students, parents, and other community members may be considered, the final responsibility for selection of library materials shall rest with the library media specialist.

V. SELECTION OF LIBRARY MATERIALS

A. Selection Criteria: The library materials selection process should result in a library collection that, when considered as a whole, is consistent with the following criteria:

1. Library materials shall support and be consistent with the general educational goals of the state and the district and the aims and objectives of individual schools and specific courses;

2. Library materials shall be chosen to enrich and support the curriculum as well as to promote reading for pleasure by responding to the personal needs and interests of student users;

3. Library materials shall not be excluded because of the race, nationality, religion, sex, gender, gender identity and orientation, or political views of the writer;

4. Library materials shall be appropriate to and reflect the needs, ages, maturity level, emotional development, ability levels, learning styles, social development, background, diversity, and needs and interests of the students for whom the materials were selected;

5. Library materials shall meet high standards of quality in one or more of these categories (presented alphabetically):

a. Artistic quality and/or literary style;

b. Authenticity;

c. Critical thinking;

d. Educational significance;

e. Factual content;

f. High interest for intended audience; and

g. Readability.

6. The selection of library materials shall conform to the constraints of the school district budget.

[NOTE: Before adopting selection criteria, the school board is strongly encouraged to consult with the licensed library media specialist, who possesses professional expertise and experience in selecting appropriate library materials. The school board may choose to adopt selection criteria specifically designed for each school building.]

~~**[NOTE: A school board may choose to adopt similar selection criteria for classroom library materials, with the classroom teacher making selection decisions. If a school board chooses to address classroom libraries, the board can decide whether to follow the reconsideration process in this model policy or to create a different process for classroom library materials.]**~~

B. The library media specialist shall consult sources and specialists experienced in library materials collections appropriate for the building's students and that are reputable, experienced, unbiased, and professionally trained in school library materials.

~~**[NOTE: The school board may choose to identify specific sources and specialists that satisfy this paragraph.]**~~

C. The superintendent or the superintendent's designee shall be responsible for keeping the school board informed of progress on review and selection of each building's library materials.

D. Library materials that are outdated, inaccurate, no longer useful for curricular support or reading enrichment, or have not been utilized for an extended period of time may be removed. Library materials that are in poor physical condition may be removed or replaced as determined by the library media specialist or the principal.

E. Gifts and Donations of Library Materials

Materials offered for donation or gifted to a school library may be accepted if they comply with the library collection selection criteria and approved by the library media specialist. The school district's libraries welcome donations of books and other resource materials from individuals and organizations, but also reserve the right to decline to accept library materials that do not meet the criteria for selection. In addition, financial donations to benefit school district's libraries will be accepted with the understanding that funds will be used to purchase materials that are needed for libraries based on the needs of the individual schools.

VI. INDIVIDUAL STUDENT ACCESS TO SPECIFIC LIBRARY MATERIAL

A parent or guardian may request that access to specific material in the library materials collection be restricted from their student. The school shall take reasonable steps to fulfill this request. This type of request will not result in removal of specific library collection material from the library or restrictions upon any other student accessing specific library materials.

VII. RECONSIDERATION OF SPECIFIC LIBRARY MATERIAL

A. The school board seeks to uphold students' access to library materials that meet the educational goals and selection criteria set forth in this policy.

B. A school district employee, student, or a parent or guardian of a school district student may request reconsideration of specific library material on the basis of appropriateness. Access to the material in question shall not be restricted until the procedures listed below have been fully completed and a decision to remove or restrict the materials has been made.

~~**[NOTE: The school board may decide whether to allow a building principal to remove library materials pending completion of the reconsideration process.]**~~

C. Informal Request for Reconsideration of Specific Library Material

1. Requests for reconsideration of specific library material shall be directed to the library media specialist and the building principal. The building principal and the library media specialist shall assume responsibility for processing the request on an informal basis.

2. The building principal and/or the library media specialist shall provide an explanation to the individual who submitted the request. The explanation shall include the particular selection criteria that the material in question met in order to be included in the library as curriculum support or as an independent reading choice for students in the building.

3. If the request is not resolved informally, the principal shall submit a report on the matter to the superintendent or the superintendent's designee. The requestor will have an option to initiate a Formal Request for Reconsideration.

D. Formal Request for Reconsideration of Specific Library Collection Material

1. A Formal Request for Reconsideration of specific library material is initiated upon submission of a completed *Formal Request for Reconsideration of Instructional Resource or Specific Library Collection Material* form. The form must be completed in its entirety for each work that is subject to a request for reconsideration. The principal shall notify the superintendent or the superintendent's designee and the library media specialist of receipt of a completed Formal Request form.

   The district will respond to Formal Request for Reconsideration within 30 school contract days. One challenge will be addressed by the committee at a time. An individual person may challenge only one book per calendar year.

   If specific library material is the subject of a Formal Request for Reconsideration and a final decision is made to retain the specific library material, then the specific library material shall not be subject to additional requests for reconsideration for three years following the date of final resolution of the initial Formal Request for Reconsideration.

2. On an annual basis, the Superintendent or the superintendent's designee shall appoint a Library Materials Review Committee (Review Committee). This committee shall include:

   a. One member of the school district administration

   b. One principal

   c. Two teachers

d. One library media specialist (or district media specialist or public librarian if the school district does not have a library media specialist)

e. Two members of the school district community with no direct connection with the request for reconsideration

f. Two student representatives (as appropriate to the specific request).

[NOTE: This list of Review Committee members is an example. The school board may alter this list. The school district may decide to create Review Committees for individual schools.]

3. The Review Committee chair shall establish a date upon which it will discuss the request and whether the specific library collection material conforms to the selection criteria set forth in this policy.

4. The Review Committee

a. may consult individuals, organizations, and other resources with relevant professional knowledge on school library material;

b. shall examine the specific library material as a whole;

c. shall examine the specific library material as to its conformance with the criteria for selection of library materials; and

d. shall submit a written report to the superintendent or the superintendent's designee containing the Review Committee's decision on whether to retain, to remove, or to take other action regarding the specific library material.

5. The superintendent or the superintendent's designee shall inform the requestor and the school board of the Review Committee's decision. ~~The requestor may appeal the Review Committee's decision to the superintendent or the superintendent's designee by submitting a written appeal to the superintendent or the superintendent's designee within fourteen (14) days of submission of the Review Committee's decision to the requestor. The superintendent or the superintendent's designee shall provide a written decision on a requestor's appeal within a reasonable time period.~~

[NOTE: The school board can decide whether to allow appeal of a Review Committee decision to the superintendent or the superintendent's designee. If appeal to the superintendent or the superintendent's designee is permitted, the school board may direct the superintendent or the superintendent's designee to craft an appeal process or the board may choose to create the process itself.]

6. The requestor shall have the right to appeal the decision of the superintendent or the superintendent's designee to the school board.

[NOTE: The school board may decide whether to allow an appeal of a Review Committee decision directly to the school board or whether the appeal to the superintendent or the superintendent's designee is a required intermediary step. If appeal to the school board is permitted, the school board may direct the superintendent or the superintendent's designee or designee to craft an appeal process or the board may choose to create the process itself.]

Legal References: Minn. Stat. § 120A.22, Subd. 9 (Compulsory Instruction)

Minn. Stat. § 123B.02 (General Powers of Independent School Districts)
Minn. Stat. § 123B.09 (School Board Responsibilities)
Minn. Stat. § 124D.901 (Public School Libraries and Media Centers)
Minn. Rules Part 8710.4550 (Library Media Specialists)
Bd. of Educ., Island Trees Union Free Sch. Dist. No. 26 v. Pico, 457 U.S. 853 (1982)
Virginia State Bd. of Educ. v. Barnette, 319 U.S. 624, 642 (1943)

Cross References: MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)
MSBA/MASA Model Policy 606 (Textbooks and Instructional Materials)

Adopted:_____

Revised:_____

MSBA/MASA Model Policy 606.5
Orig. 2023

606.5 LIBRARY MATERIALS

I. PURPOSE

The purpose of this policy is to provide direction and to delegate responsibility for selection and reconsideration of library materials.

II. GENERAL STATEMENT OF PURPOSE

The school board recognizes that library materials serve as a vital component of a student's education by enriching the breadth of the curriculum as a whole and meeting the needs and interests of individual students. The purpose of library materials is to meet the needs of all students. Therefore, questions regarding selection and reconsideration of library materials should be handled differently than those concerning textbooks and instructional materials.

To ensure that library materials fulfill this role, the school board delegates to the superintendent or the superintendent's designee responsibility for administering a process for selection of library materials. Responsibility for selection shall rest with professionally trained school district staff, with recognition that the school board has the final authority on selection of library materials. Parents and guardians have the right and the responsibility to determine their children's access to library materials.

[NOTE: The school board may choose to revise the General Statement of Purpose.]

III. DEFINITIONS

A. "Library" is the school district resource that holds the library collection that serves the information and independent reading needs of students and supports the curriculum needs of teachers and staff. The term "library" includes a school library media center. The term also includes access to electronic materials.

For school districts with multiple school buildings, the term "library" refers to the resource within a specific school building.

Minnesota Statutes, section 124D.901, states that a school district or charter school library or school library media center provides equitable and free access to students, teachers, and administrators and that a school library or school library media center must have the following characteristics:

1. ensures every student has equitable access to resources and is able to locate, access, and use resources that are organized and cataloged;
2. has a collection development plan that includes but is not limited to materials selection and deselection, a challenged materials procedure, and an intellectual and academic freedom statement;
3. is housed in a central location that provides an environment for expanded learning and supports a variety of student interests;
4. has technology and Internet access; and
5. is served by a licensed school library media specialist or licensed school librarian.

~~**[NOTE: The school board may add a sentence that incorporates the term(s) used to identify libraries in the school district, such as "The school district's libraries are commonly referred to as _____.]**~~

B. "Library collection" consists of the library materials made available to students.

C. "Library materials" are the books, periodicals, newspapers, manuscripts, films, prints, documents, videotapes, subscription content, electronic and digital materials (including e-books, audiobooks, and databases), and related items made available to students in a school building or through access to electronic materials This term does not include materials made available to students as part of the curriculum.

D. "Library media specialist" is a teacher holding a Library Media Specialist teaching license issued by the Professional Educator Licensing and Standards Boards and who is trained to deliver library services to students and staff in a library. A library media specialist is authorized under Minnesota Rules to provide to students in kindergarten through grade 12 instruction that is designed to provide information and technology literacy skills instruction, to lead, collaborate, and consult with other classroom teachers for the purpose of integrating information and technology literacy skills with content teaching, and to administer media center operations, programming, and resources.

~~**[NOTE: The specific titles of the school district's library staff should be used for this definition and substituted for "library media specialist" throughout this model policy.]**~~

IV. RESPONSIBILITY FOR SELECTION OF LIBRARY MATERIALS

A. The school board recognizes the expertise of the school district's professional staff and the vital need of such staff to be responsible for selection of library materials.

B. While recommendations by administrators, faculty members, students, parents, and other community members may be considered, the final responsibility for selection of library materials shall rest with the library media specialist.

IV. SELECTION OF LIBRARY MATERIALS

A. Selection Criteria: The library materials selection process should result in a library collection that, when considered as a whole, is consistent with the following criteria:

1. Library materials shall support and be consistent with the general educational goals of the state and the district and the aims and objectives of individual schools and specific courses;

2. Library materials shall be chosen to enrich and support the curriculum as well as to promote reading for pleasure by responding to the personal needs and interests of student users;

3. Library materials shall not be excluded because of the race, nationality, religion, sex, gender, or political views of the writer;

4. Library materials shall be appropriate to and reflect the needs, ages, maturity level, emotional development, ability levels, learning styles, social development, background, diversity, and needs and interests of the students for whom the materials were selected;

5. Library materials shall meet high standards of quality in one or more of these categories (presented alphabetically):

   a. Artistic quality and/or literary style;

   b. Authenticity;

c. Critical thinking;

d. Educational significance;

e. Factual content;

f. High interest for intended audience; and

g. Readability.

6. The selection of library materials shall conform to the constraints of the school district budget.

[NOTE: Before adopting selection criteria, the school board is strongly encouraged to consult with the licensed library media specialist, who possesses professional expertise and experience in selecting appropriate library materials. The school board may choose to adopt selection criteria specifically designed for each school building.]

~~**[NOTE: A school board may choose to adopt similar selection criteria for classroom library materials, with the classroom teacher making selection decisions. If a school board chooses to address classroom libraries, the board can decide whether to follow the reconsideration process in this model policy or to create a different process for classroom library materials.]**~~

B. The library media specialist shall consult sources and specialists experienced in library materials collections appropriate for the building's students and that are reputable, experienced, unbiased, and professionally trained in school library materials.

~~**[NOTE: The school board may choose to identify specific sources and specialists that satisfy this paragraph.]**~~

C. The superintendent or the superintendent's designee shall be responsible for keeping the school board informed of progress on review and selection of each building's library materials.

D. Library materials that are outdated, inaccurate, no longer useful for curricular support or reading enrichment, or have not been utilized for an extended period of time may be removed. Library materials that are in poor physical condition may be removed or replaced as determined by the library media specialist or the principal.

E. Gifts and Donations of Library Materials

Materials offered for donation or gifted to a school library may be accepted if they comply with the library collection selection criteria and approved by the library media specialist. The school district's libraries welcome donations of books and other resource materials from individuals and organizations, but also reserve the right to decline to accept library materials that do not meet the criteria for selection. In addition, financial donations to benefit school district's libraries will be accepted with the understanding that funds will be used to purchase materials that are needed for libraries based on the needs of the individual schools.

V. INDIVIDUAL STUDENT ACCESS TO SPECIFIC LIBRARY MATERIAL

A parent or guardian may request that access to specific material in the library materials collection be restricted from their student. The school shall take reasonable steps to fulfill this request. This type of request will not result in removal of specific library collection material from the library or restrictions upon any other student accessing specific library materials.

VI. RECONSIDERATION OF SPECIFIC LIBRARY MATERIAL

A. The school board seeks to uphold students' access to library materials that meet the educational goals and selection criteria set forth in this policy.

B. A school district employee, student, or a parent or guardian of a school district student may request reconsideration of specific library material on the basis of appropriateness. Access to the material in question shall not be restricted until the procedures listed below have been fully completed and a decision to remove or restrict the materials has been made.

~~**[NOTE: The school board may decide whether to allow a building principal to remove library materials pending completion of the reconsideration process.]**~~

C. Informal Request for Reconsideration of Specific Library Material

1. Requests for reconsideration of specific library material shall be directed to the library media specialist and the building principal. The building principal and the library media specialist shall assume responsibility for processing the request on an informal basis.

2. The building principal and/or the library media specialist shall provide an explanation to the individual who submitted the request. The explanation shall include the particular selection criteria that the material in question met in order to be included in the library as curriculum support or as an independent reading choice for students in the building.

3. If the request is not resolved informally, the principal shall submit a report on the matter to the superintendent or the superintendent's designee. The requestor will have an option to initiate a Formal Request for Reconsideration.

D. Formal Request for Reconsideration of Specific Library Collection Material

1. A Formal Request for Reconsideration of specific library material is initiated upon submission of a completed *Formal Request for Reconsideration of Instructional Resource or Specific Library Collection Material* form. The form must be completed in its entirety for each work that is subject to a request for reconsideration. The principal shall notify the superintendent or the superintendent's designee and the library media specialist of receipt of a completed Formal Request form.

   If specific library material is the subject of a Formal Request for Reconsideration and a final decision is made to retain the specific library material, then the specific library material shall not be subject to additional requests for reconsideration for three years following the date of final resolution of the initial Formal Request for Reconsideration.

2. On an annual basis, the Superintendent or the superintendent's designee shall appoint a Library Materials Review Committee (Review Committee). This committee shall include:

   a. One member of the school district administration

   b. One principal

   c. Two teachers

   d. One library media specialist (or district media specialist or public librarian if the school district does not have a library media specialist)

   e. Two members of the school district community with no direct

connection with the request for reconsideration

f. Two student representatives (as appropriate to the specific request).

[NOTE: This list of Review Committee members is an example. The school board may alter this list. The school district may decide to create Review Committees for individual schools.]

3. The Review Committee chair shall establish a date upon which it will discuss the request and whether the specific library collection material conforms to the selection criteria set forth in this policy.

4. The Review Committee

   a. may consult individuals, organizations, and other resources with relevant professional knowledge on school library material;

   b. shall examine the specific library material as a whole;

   c. shall examine the specific library material as to its conformance with the criteria for selection of library materials; and

   d. shall submit a written report to the superintendent or the superintendent's designee containing the Review Committee's decision on whether to retain, to remove, or to take other action regarding the specific library material.

5. The superintendent or the superintendent's designee shall inform the requestor and the school board of the Review Committee's decision. ~~The requestor may appeal the Review Committee's decision to the superintendent or the superintendent's designee by submitting a written appeal to the superintendent or the superintendent's designee within fourteen (14) days of submission of the Review Committee's decision to the requestor. The superintendent or the superintendent's designee shall provide a written decision on a requestor's appeal within a reasonable time period.~~

[NOTE: The school board can decide whether to allow appeal of a Review Committee decision to the superintendent or the superintendent's designee. If appeal to the superintendent or the superintendent's designee is permitted, the school board may direct the superintendent or the superintendent's designee to craft an appeal process or the board may choose to create the process itself.]

6. The requestor shall have the right to appeal the decision of the superintendent or the superintendent's designee to the school board.

[NOTE: The school board may decide whether to allow an appeal of a Review Committee decision directly to the school board or whether the appeal to the superintendent or the superintendent's designee is a required intermediary step. If appeal to the school board is permitted, the school board may direct the superintendent or the superintendent's designee or designee to craft an appeal process or the board may choose to create the process itself.]

Legal References:
Minn. Stat. § 120A.22, Subd. 9 (Compulsory Instruction)
Minn. Stat. § 123B.02 (General Powers of Independent School Districts)
Minn. Stat. § 123B.09 (School Board Responsibilities)
Minn. Stat. § 124D.901 (Public School Libraries and Media Centers)
Minn. Rules Part 8710.4550 (Library Media Specialists)
Bd. of Educ., Island Trees Union Free Sch. Dist. No. 26 v. Pico, 457 U.S. 853

(1982)
Virginia State Bd. of Educ. v. Barnette, 319 U.S. 624, 642 (1943)

Cross References: MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)
MSBA/MASA Model Policy 606 (Textbooks and Instructional Materials)

506 STUDENT DISCIPLINE

I. PURPOSE

The purpose of this policy is to ensure that students are aware of and comply with the school district's expectations for student conduct. Such compliance will enhance the school district's ability to maintain discipline and ensure that there is no interference with the educational process. The school district will take appropriate disciplinary action when students fail to adhere to the Code of Student Conduct established by this policy.

II. GENERAL STATEMENT OF POLICY

The school board recognizes that individual responsibility and mutual respect are essential components of the educational process. The school board further recognizes that nurturing the maturity of each student is of primary importance and is closely linked with the balance that must be maintained between authority and self-discipline as the individual progresses from a child's dependence on authority to the more mature behavior of self-control.

All students are entitled to learn and develop in a setting which promotes respect of self, others, and property. Proper positive discipline can only result from an environment which provides options and stresses student self-direction, decision-making, and responsibility. Schools can function effectively only with internal discipline based on mutual understanding of rights and responsibilities.

Students must conduct themselves in an appropriate manner that maintains a climate in which learning can take place. Overall decorum affects student attitudes and influences student behavior. Proper student conduct is necessary to facilitate the education process and to create an atmosphere conducive to high student achievement.

Although this policy emphasizes the development of self-discipline, it is recognized that there are instances when it will be necessary to administer disciplinary measures. The position of the school district is that a fair and equitable district-wide student discipline policy will contribute to the quality of the student's educational experience. This discipline policy is adopted in accordance with and subject to the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56.

In view of the foregoing and in accordance with Minnesota Statutes, section 121A.55, the school board, with the participation of school district administrators, teachers, employees, students, parents, community members, and such other individuals and organizations as appropriate, has developed this policy which governs student conduct and applies to all students of the school district.

III. DEFINITIONS

A. "Nonexclusionary disciplinary policies and practices" means policies and practices that are alternatives to dismissing a pupil from school, including but not limited to evidence-based positive behavior interventions and supports, social and emotional services, school-linked mental health services, counseling services, social work services, academic screening for Title 1 services or reading interventions, and alternative education services. Nonexclusionary disciplinary policies and practices include but are not limited to the policies and practices under sections 120B.12; 121A.575, clauses (1) and (2); 121A.031, subdivision 4, paragraph (a), clause (1); 121A.61, subdivision 3, paragraph (r); and 122A.627, clause (3).

B. "Pupil withdrawal agreement" means a verbal or written agreement between a school administrator or district administrator and a pupil's parent to withdraw a student from the school district to avoid expulsion or exclusion dismissal proceedings. The duration of the withdrawal agreement cannot be for more than a 12-month period.

IV. POLICY

A. The school board must establish uniform criteria for dismissal and adopt written policies and rules to effectuate the purposes of the Minnesota Pupil Fair Dismissal Act. The policies must include nonexclusionary disciplinary policies and practices consistent with Minnesota Statutes, section 121A.41, subdivision 12, and must emphasize preventing dismissals through early detection of problems. The policies must be designed to address students' inappropriate behavior from recurring.

B. The policies must recognize the continuing responsibility of the school for the education of the pupil during the dismissal period.

C. The school is responsible for ensuring that alternative educational services, if the pupil wishes to take advantage of them, must be adequate to allow the pupil to make progress toward meeting the graduation standards adopted under Minnesota Statutes, section 120B.02 and help prepare the pupil for readmission in accordance with section Minnesota Statutes, section 121A.46, subdivision 5.

D. For expulsion and exclusion dismissals and pupil withdrawal agreements as defined in Minnesota Statutes, section 121A.41, subdivision 13:

1. for a pupil who remains enrolled in the school district or is awaiting enrollment in a new district, the school district's continuing responsibility includes reviewing the pupil's schoolwork and grades on a quarterly basis to ensure the pupil is on track for readmission with the pupil's peers. The school district must communicate on a regular basis with the pupil's parent or guardian to ensure that the pupil is completing the work assigned through the alternative educational services as defined in Minnesota Statutes, section 121A.41, subdivision 11. These services are required until the pupil enrolls in another school or returns to the same school;

2. a pupil receiving school-based or school-linked mental health services in the school district under Minnesota Statutes, section 245.4889 continues to be eligible for those services until the pupil is enrolled in a new district; and

3. the school district must provide to the pupil's parent or guardian information on accessing mental health services, including any free or sliding fee providers in the community. The information must also be posted on the school district website.

V. AREAS OF RESPONSIBILITY

A. The School Board. The school board holds all school personnel responsible for the maintenance of order within the school district and supports all personnel acting within the framework of this discipline policy.

B. Superintendent. The superintendent shall establish guidelines and directives to carry out this policy, hold all school personnel, students, and parents responsible for conforming to this policy, and support all school personnel performing their duties within the framework of this policy. The superintendent shall also establish guidelines and directives for using the services of appropriate agencies for assisting students and parents. Any guidelines or directives established to implement this policy shall be submitted to the school board for approval and shall be attached as an addendum to this policy.

C. Principal. The school principal is given the responsibility and authority to formulate building rules and regulations necessary to enforce this policy, subject to final school

board approval. The principal shall give direction and support to all school personnel performing their duties within the framework of this policy. The principal shall consult with parents of students conducting themselves in a manner contrary to the policy. The principal shall also involve other professional employees in the disposition of Behavior referrals and shall make use of those agencies appropriate for assisting students and parents. A principal, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to restrain a student to prevent imminent bodily harm or death to the student or another.

D. Teachers. All teachers shall be responsible for providing a well-planned teaching/learning environment and shall have primary responsibility for student conduct, with appropriate assistance from the administration. All teachers shall enforce the Code of Student Conduct. In exercising the teacher's lawful authority, a teacher may use reasonable force when it is necessary under the circumstances to restrain a student to prevent imminent bodily harm or death to the student or another.

E. Other School District Personnel. All school district personnel shall be responsible for contributing to the atmosphere of mutual respect within the school. Their responsibilities relating to student behavior shall be as authorized and directed by the superintendent. A school employee, school bus driver, or other agent of a school district, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to restrain a student to prevent bodily harm or death to the student or another.

F. Parents or Legal Guardians. Parents and guardians shall be held responsible for the behavior of their children as determined by law and community practice. They are expected to cooperate with school authorities and to participate regarding the behavior of their children.

G. Students. All students shall be held individually responsible for their behavior and for knowing and obeying the Code of Student Conduct and this policy.

H. Community Members. Members of the community are expected to contribute to the establishment of an atmosphere in which rights and duties are effectively acknowledged and fulfilled.

I. Reasonable Force Reports

1. The school district must report data on its use of any reasonable force used on a student with a disability to correct or restrain the student to prevent imminent bodily harm or death to the student or another that is consistent with the definition of physical holding under Minnesota Statutes, section 125A.0941, paragraph (c), as outlined in section 125A.0942, subdivision 3, paragraph (b).

2. Beginning with the 2024-2025 school year, the school district must report annually by July 15, in a form and manner determined by the MDE Commissioner, data from the prior school year about any reasonable force used on a general education student to correct or restrain the student to prevent imminent bodily harm or death to the student or another that is consistent with the definition of physical holding under Minnesota Statutes, section 125A.0941, paragraph (c).

3. Any reasonable force used under Minnesota Statutes, sections 121A.582; 609.06, subdivision 1; and 609.379 which intends to hold a child immobile or limit a child's movement where body contact is the only source of physical restraint or confines a child alone in a room from which egress is barred shall be reported to the Minnesota Department of Education as a restrictive

procedure, including physical holding or seclusion used by an unauthorized or untrained staff person.

VI. STUDENT RIGHTS

All students have the right to an education and the right to learn.

VII. STUDENT RESPONSIBILITIES

All students have the responsibility:

A. For their behavior and for knowing and obeying all school rules, regulations, policies, and procedures;

B. To attend school daily, except when excused, and to be on time to all classes and other school functions;

C. To pursue and attempt to complete the courses of study prescribed by the state and local school authorities;

D. To make necessary arrangements for making up work when absent from school;

E. To assist the school staff in maintaining a safe school for all students;

F. To be aware of all school rules, regulations, policies, and procedures, including those in this policy, and to conduct themselves in accord with them;

G. To assume that until a rule or policy is waived, altered, or repealed, it is in full force and effect;

H. To be aware of and comply with federal, state, and local laws;

I. To volunteer information in disciplinary cases should they have any knowledge relating to such cases and to cooperate with school staff as appropriate;

J. To respect and maintain the school's property and the property of others;

K. To dress and groom in a manner which meets standards of safety and health and common standards of decency and which is consistent with applicable school district policy;

L. To avoid inaccuracies in student newspapers or publications and refrain from indecent or obscene language;

M. To conduct themselves in an appropriate physical or verbal manner; and

N. To recognize and respect the rights of others.

VIII. CODE OF STUDENT CONDUCT

A. The following are examples of unacceptable behavior subject to disciplinary action by the school district. These examples are not intended to be an exclusive list. Any student who engages in any of these activities shall be disciplined in accordance with this policy. This policy applies to all school buildings, school grounds, and school property or property immediately adjacent to school grounds; school-sponsored activities or trips; school bus stops; school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes; the area of entrance or departure from school premises or events; and all school-related

functions, school-sponsored activities, events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting unacceptable behavior subject to disciplinary action at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events. This policy also applies to any student whose conduct at any time or in any place interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student, other students, or employees.

1. Violations against property including, but not limited to, damage to or destruction of school property or the property of others, failure to compensate for damage or destruction of such property, arson, breaking and entering, theft, robbery, possession of stolen property, extortion, trespassing, unauthorized usage, or vandalism;

2. The use of profanity or obscene language, or the possession of obscene materials;

3. Gambling, including, but not limited to, playing a game of chance for stakes;

4. Violation of the school district's Hazing Prohibition Policy;

5. Attendance problems including, but not limited to, truancy, absenteeism, tardiness, skipping classes, or leaving school grounds without permission;

6. Violation of the school district's Student Attendance Policy;

7. Opposition to authority using physical force or violence;

8. Using, possessing, or distributing tobacco, tobacco-related devices, electronic cigarettes, or tobacco paraphernalia in violation of the school district's Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices Policy;

9. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of alcohol or other intoxicating substances or look-alike substances;

10. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of narcotics, drugs, or other controlled substances (except as prescribed by a physician), or look-alike substances (these prohibitions include medical marijuana or medical cannabis, even when prescribed by a physician, and one student sharing prescription medication with another student);

11. Using, possessing, or distributing items or articles that are illegal or harmful to persons or property including, but not limited to, drug paraphernalia;

12. Using, possessing, or distributing weapons, or look-alike weapons or other dangerous objects;

13. Violation of the school district's Weapons Policy;

14. Violation of the school district's Violence Prevention Policy;

15. Possession of ammunition including, but not limited to, bullets or other projectiles designed to be used in or as a weapon;

16. Possession, use, or distribution of explosives or any compound or mixture, the primary or common purpose or intended use of which is to function as an explosive;

17. Possession, use, or distribution of fireworks or any substance or combination of substances or article prepared for the purpose of producing a visible or an audible effect by combustion, explosion, deflagration or detonation;

18. Using an ignition device, including a butane or disposable lighter or matches, inside an educational building and under circumstances where there is a risk of fire, except where the device is used in a manner authorized by the school;

19. Violation of any local, state, or federal law as appropriate;

20. Acts disruptive of the educational process, including, but not limited to, disobedience, disruptive or disrespectful behavior, defiance of authority, cheating, insolence, insubordination, failure to identify oneself, improper activation of fire alarms, or bomb threats;

21. Violation of the school district's Internet Acceptable Use and Safety Policy;

22. Use of a cell phone in violation of the school district's Internet Acceptable Use and Safety Policy;

23. Violation of school bus or transportation rules or the school district's Student Transportation Safety Policy;

24. Violation of parking or school traffic rules and regulations, including, but not limited to, driving on school property in such a manner as to endanger persons or property;

25. Violation of directives or guidelines relating to lockers or improperly gaining access to a school locker;

26. Violation of the school district's Search of Student Lockers, Desks, Personal Possessions, and Student's Person Policy;

27. Violation of the school district's Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches Policy;

28. Possession or distribution of slanderous, libelous, or pornographic materials;

29. Violation of the school district's Bullying Prohibition Policy;

30. Student attire or personal grooming which creates a danger to health or safety or creates a disruption to the educational process, including clothing which bears a message which is lewd, vulgar, or obscene, apparel promoting products or activities that are illegal for use by minors, or clothing containing objectionable emblems, signs, words, objects, or pictures communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group or which connotes gang membership;

31. Criminal activity;

32. Falsification of any records, documents, notes, or signatures;

33. Tampering with, changing, or altering records or documents of the school district by any method including, but not limited to, computer access or other

electronic means;

34. Scholastic dishonesty which includes, but is not limited to, cheating on a school assignment or test, plagiarism, or collusion, including the use of picture phones or other technology to accomplish this end;

35. Impertinent or disrespectful words, symbols, acronyms, or language, whether oral or written, related to teachers or other school district personnel;

36. Violation of the school district's Harassment and Violence Policy;

37. Actions, including fighting or any other assaultive behavior, which causes or could cause injury to the student or other persons or which otherwise endangers the health, safety, or welfare of teachers, students, other school district personnel, or other persons;

38. Committing an act which inflicts great bodily harm upon another person, even though accidental or a result of poor judgment;

39. Violations against persons, including, but not limited to, assault or threatened assault, fighting, harassment, interference or obstruction, attack with a weapon, or look-alike weapon, sexual assault, illegal or inappropriate sexual conduct, or indecent exposure;

40. Verbal assaults or verbally abusive behavior including, but not limited to, use of words, symbols, acronyms, or language, whether oral or written, that are discriminatory, abusive, obscene, threatening, intimidating, degrading to other people, or threatening to school property;

41. Physical or verbal threats including, but not limited to, the staging or reporting of dangerous or hazardous situations that do not exist;

42. Inappropriate, abusive, threatening, or demeaning actions based on race, color, creed, religion, sex, marital status, status with regard to public assistance, disability, national origin, or sexual orientation;

43. Violation of the school district's Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees Policy;

44. Violation of the school district's one-to-one device rules and regulations;

45. Violation of school rules, regulations, policies, or procedures, including, but not limited to, those policies specifically enumerated in this policy;

46. Other acts, as determined by the school district, which are disruptive of the educational process or dangerous or detrimental to the student or other students, school district personnel or surrounding persons, or which violate the rights of others or which damage or endanger the property of the school, or which otherwise interferes with or obstruct the mission or operations of the school district or the safety or welfare of students or employees.

IX. RECESS AND OTHER BREAKS

A. "Recess detention" means excluding or excessively delaying a student from participating in a scheduled recess period as a consequence for student behavior. Recess detention does not include, among other things, providing alternative recess at the student's choice.

B. The school district is encouraged to ensure student access to structured breaks from the demands of school and to support teachers, principals, and other school staff in their efforts to use evidence-based approaches to reduce exclusionary forms of discipline.

C. The school district must not use recess detention unless:

1. a student causes or is likely to cause serious physical harm to other students or staff;

2. the student's parent or guardian specifically consents to the use of recess detention; or

3. for students receiving special education services, the student's individualized education program team has determined that withholding recess is appropriate based on the individualized needs of the student.

D. The school district must not withhold recess from a student based on incomplete schoolwork.

E. The school district must require school staff to make a reasonable attempt to notify a parent or guardian within 24 hours of using recess detention.

F. The school district must compile information on each recess detention at the end of each school year, including the student's age, grade, gender, race or ethnicity, and special education status. This information must be available to the public upon request. The school district is encouraged to use the data in professional development promoting the use of nonexclusionary discipline.

G. The school district must not withhold or excessively delay a student's participation in scheduled mealtimes. This section does not alter a district or school's existing responsibilities under Minnesota Statutes, section 124D.111 or other state or federal law.

X. DISCIPLINARY ACTION OPTIONS

The general policy of the school district is to utilize progressive discipline to the extent reasonable and appropriate based upon the specific facts and circumstances of student misconduct. The specific form of discipline chosen in a particular case is solely within the discretion of the school district. At a minimum, violation of school district code of conduct, rules, regulations, policies, or procedures will result in discussion of the violation and a verbal warning. The school district shall, however, impose more severe disciplinary sanctions for any violation, including exclusion or expulsion, if warranted by the student's misconduct, as determined by the school district. Disciplinary action may include, but is not limited to, one or more of the following:

A. Student conference with teacher, principal, counselor, or other school district personnel, and verbal warning;

B. Confiscation by school district personnel and/or by law enforcement of any item, article, object, or thing, prohibited by, or used in the violation of, any school district policy, rule, regulation, procedure, or state or federal law. If confiscated by the school district, the confiscated item, article, object, or thing will be released only to the parent/guardian following the completion of any investigation or disciplinary action instituted or taken related to the violation.

C. Parent contact;

D. Parent conference;

E. Removal from class;

F. In-school suspension;

G. Suspension from extracurricular activities;

H. Detention or restriction of privileges;

I. Loss of school privileges;

J. In-school monitoring or revised class schedule;

K. Referral to in-school support services;

L. Referral to community resources or outside agency services;

M. Financial restitution;

N. Referral to police, other law enforcement agencies, or other appropriate authorities;

O. A request for a petition to be filed in district court for juvenile delinquency adjudication;

P. Out-of-school suspension under the Pupil Fair Dismissal Act;

Q. Preparation of an admission or readmission plan;

R. Saturday school;

S. Expulsion under the Pupil Fair Dismissal Act;

T. Exclusion under the Pupil Fair Dismissal Act; and/or

U. Other disciplinary action as deemed appropriate by the school district.

XI. REMOVAL OF STUDENTS FROM CLASS

A. The teacher of record shall have the general control and government of the classroom. Teachers have the responsibility of attempting to modify disruptive student behavior by such means as conferring with the student, using positive reinforcement, assigning detention or other consequences, or contacting the student's parents. When such measures fail, or when the teacher determines it is otherwise appropriate based upon the student's conduct, the teacher shall have the authority to remove the student from class pursuant to the procedures established by this discipline policy. "Removal from class" and "removal" mean any actions taken by a teacher, principal, or other school district employee to prohibit a student from attending a class or activity period for a period of time not to exceed five (5) days, pursuant to this discipline policy.

Grounds for removal from class shall include any of the following:

1. Willful conduct that significantly disrupts the rights of others to an education, including conduct that interferes with a teacher's ability to teach or communicate effectively with students in a class or with the ability of other students to learn;

2. Willful conduct that endangers surrounding persons, including school district employees, the student or other students, or the property of the school;

3. Willful violation of any school rules, regulations, policies or procedures, including the Code of Student Conduct in this policy; or

4. Other conduct, which in the discretion of the teacher or administration, requires removal of the student from class.

Such removal shall be for at least one (1) activity period or class period of instruction for a given course of study and shall not exceed five (5) such periods.

A student must be removed from class immediately if the student engages in assault or violent behavior. "Assault" is an act done with intent to cause fear in another of immediate bodily harm or death; or the intentional infliction of, or attempt to inflict, bodily harm upon another.

B. If a student is removed from class more than ten (10) times in a school year, the school district shall notify the parent or guardian of the student's tenth removal from class and make reasonable attempts to convene a meeting with the student's parent or guardian to discuss the problem that is causing the student to be removed from class.

C. Procedures for Removal of a Student From a Class.

1. All students have a right to learn and teachers the right to teach. Disruption to the learning process may result in the loss of privilege to remain in the class.
    A. Teacher will notify support staff of need for removal after preventative and responsive practices have been conducted.
    B. Support staff will engage in restorative and/or disciplinary actions following the code of conduct.

2. Behaviors under the major category in the student handbook are documented in the Student Information System.

D. Period of Time for which a Student may be Removed from a Class (may not exceed five (5) class periods for a violation of a rule of conduct)

1. The removal from class shall be for a period of time deemed appropriate by the principal, in consultation with the teacher.

E. Responsibility for and Custody of a Student Removed from Class.

1. Support staff will determine appropriate location away from the classroom setting.

2. The level of response will vary depending on the level of behavior as articulated in the Interventions and Disciplinary Actions section of the District Student Handbook

3. The support staff or administration will have responsibility of the student while receiving intervention unless responsibility has been turned over to the parent or guardian.

F. Procedures for Return of a Student to a Specific Class from Which the Student was Removed.

1. Procedures for re-entry to the classroom could contain but is not limited to

harm repair, conferencing, readmission plan as determined by support staff or administration with collaboration of the classroom teacher.

G. Procedures for Notifying a Student and the Student's Parents or Guardian of Violation of the Rules of Conduct and of Resulting Disciplinary Actions;

1. All behaviors categorized as major and unlawful as communicated through our Code of Conduct in the Student Handbook which result in disciplinary action require parent or guardian notification.

H. Students with a Disability; Special Provisions.

1. Administration and/or case managers will consider whether there is a need for further assessment;

2. An IEP team will consider whether there is a need for a review of the adequacy of the current Individualized Education Program (IEP) of a student with a disability who is removed from class or disciplined; and

3. Any determined appropriate services for referring students in need of additional or alternate special education services.

I. Procedures for Detecting and Addressing Chemical Abuse Problems of Students While on School Premises.

1. Pursuant to Minnesota Statutes section 121A.29 a teacher who knows or has reason to believe that a student is using, possessing, or transferring alcohol or a controlled substance while on the school premises or involved in school-related activities, shall immediately notify the school administration.

J. Procedures for Immediate and Appropriate Interventions Tied to Violations of the Code of Student Conduct.

1. Teachers will follow the identified Positive Behavior Intervention and supports as identified by each site's PBIS team.

XII. DISMISSAL

A. "Dismissal" means the denial of the current educational program to any student, including exclusion, expulsion, and suspension. Dismissal does not include removal from class.

The school district shall not deny due process or equal protection of the law to any student involved in a dismissal proceeding which may result in suspension, exclusion or expulsion.

The school district shall not dismiss any student without attempting to before dismissal proceedings or pupil withdrawal agreements, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property.

The use of exclusionary practices for early learners as defined in Minnesota Statutes, section 12A.425 is prohibited. The use of exclusionary practices to address attendance and truancy issues is prohibited.

B. Violations leading to suspension, based upon severity, may also be grounds for actions leading to expulsion, and/or exclusion. A student may be dismissed on any of the

following grounds:

1. Willful violation of any reasonable school board regulation, including those found in this policy;

2. Willful conduct that significantly disrupts the rights of others to an education, or the ability of school personnel to perform their duties, or school sponsored extracurricular activities; or

3. Willful conduct that endangers the student or other students, or surrounding persons, including school district employees, or property of the school.

C. Disciplinary Dismissals Prohibited

1. A pupil enrolled in the following is not subject to dismissals under the Pupil Fair Dismissal Act:

   a. a preschool or prekindergarten program, including an early childhood family education, school readiness, school readiness plus, voluntary prekindergarten, Head Start, or other school-based preschool or prekindergarten program; or

   b. kindergarten through Grade 3.

2. This section does not apply to a dismissal from school for less than one school day, except as provided under Minnesota Statutes, chapter 125A and federal law for a student receiving special education services.

3. Notwithstanding this section, expulsions and exclusions may be used only after resources outlined under Nonexclusionary discipline have been exhausted, and only in circumstances where there is an ongoing serious safety threat to the child or others.

D. Suspension Procedures

1. "Suspension" means an action by the school administration, under rules promulgated by the School Board, prohibiting a student from attending school for a period of no more than ten (10) school days; provided, however, if a suspension is longer than five (5) school days, the suspending administrator shall provide the superintendent with a reason for the longer term of suspension. This definition does not apply to dismissal for one (1) school day or less where a student with a disability does not receive regular or special education instruction during that dismissal period.

2. School administration must allow a suspended pupil the opportunity to complete all school work assigned during the period of the pupil's suspension and to receive full credit for satisfactorily completing the assignments. The school principal or other person having administrative control of the school building or program is encouraged to designate a district or school employee as a liaison to work with the pupil's teachers to allow the suspended pupil to (1) receive timely course materials and other information, and (2) complete daily and weekly assignments and receive teachers' feedback.

3. If a student's total days of removal from school exceed ten (10) cumulative days in a school year, the school district shall make reasonable attempts to convene a meeting with the student and the student's parent or guardian before subsequently removing the student from school and, with the permission of the parent or guardian, arrange for a mental health screening

for the student at the parent or guardian's expense. The purpose of this meeting is to attempt to determine the student's need for assessment or other services or whether the parent or guardian should have the student assessed or diagnosed to determine whether the student needs treatment for a mental health disorder.

4. The definition of suspension under Minnesota Statutes, section 121A.41, subdivision 10, does not apply to a student's dismissal from school for one school day or less, except as provided under federal law for a student with a disability. Each suspension action may include a readmission plan. The plan shall include, where appropriate, a provision for implementing alternative educational services upon readmission which must not be used to extend the current suspension. A readmission plan must not obligate a parent or guardian to provide psychotropic drugs to their student as a condition of readmission. School administration must not use the refusal of a parent or guardian to consent to the administration of psychotropic drugs to their student or to consent to a psychiatric evaluation, screening, or examination of the student as a ground, by itself, to prohibit the student from attending class or participating in a school-related activity, or as a basis of a charge of child abuse, child neglect, or medical or educational neglect. The school administration may not impose consecutive suspensions against the same student for the same course of conduct, or incident of misconduct, except where the student will create an immediate and substantial danger to self or to surrounding persons or property or where the school district is in the process of initiating an expulsion, in which case the school administration may extend the suspension to a total of fifteen (15) days.

5. A child with a disability may be suspended. When a child with a disability has been suspended for more than five (5) consecutive days or ten (10) cumulative school days in the same year, and that suspension does not involve a recommendation for expulsion or exclusion or other change in placement under federal law, relevant members of the child's IEP team, including at least one of the child's teachers, shall meet and determine the extent to which the child needs services in order to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals in the child's IEP. That meeting must occur as soon as possible, but no more than ten (10) days after the sixth (6^{th}) consecutive day of suspension or the tenth (10^{th}) cumulative day of suspension has elapsed.

6. Alternative education services must be provided to a pupil who is suspended for more than five (5) consecutive school days. Alternative educational services may include, but are not limited to, special tutoring, modified curriculum, modified instruction, other modifications or adaptations, instruction through electronic media, special education services as indicated by appropriate assessments, homebound instruction, supervised homework, or enrollment in another district or in an alternative learning center under Minnesota Statutes, section 123A.05 selected to allow the student to progress toward meeting graduation standards under Minnesota Statutes, section 120B.02, although in a different setting.

7. The school administration shall not suspend a student from school without an informal administrative conference with the student. The informal administrative conference shall take place before the suspension, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property, in which case the conference shall take place as soon as practicable following the suspension. At the informal administrative conference, a school administrator shall notify the student of the grounds for the suspension, provide an explanation of the

evidence the authorities have, and the student may present the student's version of the facts. A separate administrative conference is required for each period of suspension.

8. After school administration notifies a student of the grounds for suspension, school administration may, instead of imposing the suspension, do one or more of the following:

   a. strongly encourage a parent or guardian of the student to attend school with the student for one day;

   b. assign the student to attend school on Saturday as supervised by the principal or the principal's designee; and

   c. petition the juvenile court that the student is in need of services under Minnesota Statutes chapter 260C.

9. A written notice containing the grounds for suspension, a brief statement of the facts, a description of the testimony, a readmission plan, and a copy of the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56, shall be personally served upon the student at or before the time the suspension is to take effect, and upon the student's parent or guardian by mail within forty-eight (48) hours of the conference. (See attached sample Notice of Suspension.)

10. The school administration shall make reasonable efforts to notify the student's parent or guardian of the suspension by telephone as soon as possible following suspension.

11. In the event a student is suspended without an informal administrative conference on the grounds that the student will create an immediate and substantial danger to surrounding persons or property, the written notice shall be served upon the student and the student's parent or guardian within forty-eight (48) hours of the suspension. Service by mail shall be complete upon mailing.

12. Notwithstanding the foregoing provisions, the student may be suspended pending the school board's decision in an expulsion or exclusion proceeding, provided that alternative educational services are implemented to the extent that suspension exceeds five (5) consecutive school days.

E. Expulsion and Exclusion Procedures

1. "Expulsion" means a school board action to prohibit an enrolled student from further attendance for up to twelve (12) months from the date the student is expelled. The authority to expel rests with the school board.

2. "Exclusion" means an action taken by the school board to prevent enrollment or re-enrollment of a student for a period that shall not extend beyond the school year. The authority to exclude rests with the school board.

3. All expulsion and exclusion proceedings will be held pursuant to and in accordance with the provisions of the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56.

4. No expulsion or exclusion shall be imposed without a hearing, unless the right to a hearing is waived in writing by the student and parent or guardian.

5. The student and parent or guardian shall be provided written notice of the school district's intent to initiate expulsion or exclusion proceedings. This notice shall be served upon the student and his or her parent or guardian personally or by mail, and shall contain a complete statement of the facts; a list of the witnesses and a description of their testimony; state the date, time and place of hearing; be accompanied by a copy of the Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56; describe the nonexclusionary disciplinary practices accorded the student in an attempt to avoid the expulsion proceedings; and inform the student and parent or guardian of their right to: (1) have a representative of the student's own choosing, including legal counsel at the hearing; (2) examine the student's records before the hearing; (3) present evidence; and (4) confront and cross-examine witnesses. The school district must advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from the Minnesota Department of Education (MDE) and is posted on its website.

6. The hearing shall be scheduled within ten (10) days of the service of the written notice unless an extension, not to exceed five (5) days, is requested for good cause by the school district, student, parent, or guardian.

7. All hearings shall be held at a time and place reasonably convenient to the student, parent, or guardian and shall be closed, unless the student, parent, or guardian requests an open hearing.

8. The school district shall record the hearing proceedings at district expense, and a party may obtain a transcript at its own expense.

9. The student shall have a right to a representative of the student's own choosing, including legal counsel, at the student's sole expense. The school district shall advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from MDE. The school board may appoint an attorney to represent the school district in any proceeding.

10. If the student designates a representative other than the parent or guardian, the representative must have a written authorization from the student and the parent or guardian providing them with access to and/or copies of the student's records.

11. All expulsion or exclusion hearings shall take place before and be conducted by an independent hearing officer designated by the school district. The hearing shall be conducted in a fair and impartial manner. Testimony shall be given under oath and the hearing officer shall have the power to issue subpoenas and administer oaths.

12. At a reasonable time prior to the hearing, the student, parent or guardian, or authorized representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the proposed dismissal action may be based.

13. The student, parent or guardian, or authorized representative, shall have the right to compel the presence of any school district employee or agent or any other person who may have evidence upon which the proposed dismissal action may be based, and to confront and cross-examine any witnesses testifying for the school district.

14. The student, parent or guardian, or authorized representative, shall have the

right to present evidence and testimony, including expert psychological or educational testimony.

15. The student cannot be compelled to testify in the dismissal proceedings.

16. The hearing officer shall prepare findings and a recommendation based solely upon substantial evidence presented at the hearing, which must be made to the school board and served upon the parties within two (2) days after the close of the hearing.

17. The school board shall base its decision upon the findings and recommendation of the hearing officer and shall render its decision at a meeting held within five (5) days after receiving the findings and recommendation. The school board may provide the parties with the opportunity to present exceptions and comments to the hearing officer's findings and recommendation provided that neither party presents any evidence not admitted at the hearing. The decision by the school board must be based on the record, must be in writing, and must state the controlling facts on which the decision is made in sufficient detail to apprise the parties and the Commissioner of the Minnesota Department of Education (Commissioner) of the basis and reason for the decision.

18. A party to an expulsion or exclusion decision made by the school board may appeal the decision to the Commissioner within twenty-one (21) calendar days of school board action pursuant to Minnesota Statutes section 121A.49. The decision of the school board shall be implemented during the appeal to the Commissioner.

19. The school district shall report any suspension, expulsion or exclusion action taken to the appropriate public service agency, when the student is under the supervision of such agency.

20. The school district must report, through the MDE electronic reporting system, each expulsion or exclusion within thirty (30) days of the effective date of the action to the Commissioner. This report must include a statement of alternative educational services given the student and the reason for, the effective date, and the duration of the exclusion or expulsion. The report must also include the student's age, grade, gender, race, and special education status. The dismissal report must include state student identification numbers of affected students.

21. Whenever a student fails to return to school within ten (10) school days of the termination of dismissal, a school administrator shall inform the student and his/her parent or guardian by mail of the student's right to attend and to be reinstated in the school district.

XIII. ADMISSION OR READMISSION PLAN

A school administrator must prepare and enforce an admission or readmission plan for any student who is excluded or expelled from school. The plan must include measures to improve the student's behavior, which may include completing a character education program consistent with Minnesota Statutes, section 120B.232, subdivision 1, social and emotional learning, counseling, social work services, mental health services, referrals for special education or 504 evaluation, and evidence-based academic interventions. The plan must include reasonable attempts to obtain parental involvement in the admission or readmission process, and may indicate the consequences to the student of not improving the student's behavior. The readmission plan must not obligate parents to provide a sympathomimetic medication for their child as a condition of readmission.

XIV. NOTIFICATION OF POLICY VIOLATIONS

Notification of any violation of this policy and resulting disciplinary action shall be as provided herein, or as otherwise provided by the Pupil Fair Dismissal Act or other applicable law. The teacher, principal or other school district official may provide additional notification as deemed appropriate.

In addition, the school district must report, through the MDE electronic reporting system, each exclusion or expulsion, each physical assault of a school district employee by a pupil, and each pupil withdrawal agreement within thirty (30) days of the effective date of the dismissal action, pupil withdrawal, or assault, to the MDE Commissioner. This report must include a statement of the nonexclusionary disciplinary practices, or other sanction, intervention, or resolution in response to the assault given to the pupil and the reason for, the effective date, and the duration of the exclusion or expulsion or other sanction, intervention, or resolution. The report must also include the pupil's age, grade, gender, race, and special education status.

XV. STUDENT DISCIPLINE RECORDS

The policy of the school district is that complete and accurate student discipline records be maintained. The collection, dissemination, and maintenance of student discipline records shall be consistent with applicable school district policies and federal and state law, including the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13.

XVI. STUDENTS WITH DISABILITIES

Students who are currently identified as eligible under the IDEA or Section 504 will be subject to the provisions of this policy, unless the student's IEP or 504 plan specifies a necessary modification.

Before initiating an expulsion or exclusion of a student with a disability, relevant members of the child's IEP team and the child's parent shall, consistent with federal law, conduct a manifestation determination and determine whether the child's behavior was (i) caused by or had a direct and substantial relationship to the child's disability and (ii) whether the child's conduct was a direct result of a failure to implement the child's IEP. If the student's educational program is appropriate and the behavior is <u>not</u> a manifestation of the student's disability, the school district will proceed with discipline – up to and including expulsion – as if the student did not have a disability, unless the student's educational program provides otherwise. If the team determines that the behavior subject to discipline <u>is</u> a manifestation of the student's disability, the team shall conduct a functional behavioral assessment and implement a behavioral intervention plan for such student provided that the school district had not conducted such assessment prior to the manifestation determination before the behavior that resulted in a change of placement. Where a behavioral intervention plan previously has been developed, the team will review the behavioral intervention plan and modify it as necessary to address the behavior.

When a student who has an IEP is excluded or expelled for misbehavior that is not a manifestation of the student's disability, the school district shall continue to provide special education and related services during the period of expulsion or exclusion.

XVII. OPEN ENROLLED STUDENTS

The school district may terminate the enrollment of a nonresident student enrolled under an Enrollment Option Program (Minnesota Statutes section 124D.03) or Enrollment in Nonresident District (Minnesota Statutes section 124D.08) at the end of a school year if the student meets the definition of a habitual truant, the student has been provided appropriate services for truancy (Minnesota Statutes chapter 260A), and the student's case has been referred to juvenile court. The school district may also terminate the enrollment of a

nonresident student over the age of seventeen (17) enrolled under an Enrollment Options Program if the student is absent without lawful excuse for one or more periods on fifteen (15) school days and has not lawfully withdrawn from school.

XVIII. DISCIPLINE COMPLAINT PROCEDURE

Students, parents and other guardians, and school staff may file a complaint and seek corrective action when the requirements of the Minnesota Pupil Fair Dismissal Act, including the implementation of the local behavior and discipline policies, are not being implemented appropriately or are being discriminately applied.

The Discipline Complaint Procedure must, at a minimum:

1. provide procedures for communicating this policy including the ability for a parent to appeal a decision under Minnesota Statutes, section 121A.49 that contains explicit instructions for filing the complaint;

2. provide an opportunity for involved parties to submit additional information related to the complaint;

3. provide a procedure to begin to investigate complaints within three school days of receipt, and identify personnel who will manage the investigation and any resulting record and are responsible for keeping and regulating access to any record;

4. provide procedures for issuing a written determination to the complainant that addresses each allegation and contains findings and conclusions;

5. if the investigation finds the requirements of Minnesota Statutes, sections 121A.40 to 121A.61, including any local policies that were not implemented appropriately, contain procedures that require a corrective action plan to correct a student's record and provide relevant staff with training, coaching, or other accountability practices to ensure appropriate compliance with policies in the future; and

6. prohibit reprisals or retaliation against any person who asserts, alleges, or reports a complaint, and provide procedures for applying appropriate consequences for a person who engages in reprisal or retaliation.

XIX. DISTRIBUTION OF POLICY

The school district will notify students and parents of the existence and contents of this policy in such manner as it deems appropriate. Copies of this discipline policy shall be made available to all students and parents at the commencement of each school year and to all new students and parents upon enrollment. This policy shall also be available upon request in each principal’s office.

XX. REVIEW OF POLICY

The principal and representatives of parents, students and staff in each school building shall confer at least annually to review this discipline policy, determine if the policy is working as intended, and to assess whether the discipline policy has been enforced. Any recommended changes shall be submitted to the superintendent for consideration by the school board, which shall conduct an annual review of this policy.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota Students)

Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 121A.26 (School Preassessment Teams)
Minn. Stat. § 121A.29 (Reporting; Chemical Abuse)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.575 (Alternatives to Pupil Suspension)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. §§ 121A.60 (Definitions)
Minn. Stat. § 121A.61 (Discipline and Removal of Students from Class)
Minn. Stat. § 122A.42 (General Control of Schools)
Minn. Stat. § 123A.05 (State-Approved Alternative Program Organization)
Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Stat. § 124D.08 (School Boards' Approval to Enroll in Nonresident District; Exceptions)
Minn. Stat. Ch. 125A (Special Education and Special Programs)
Minn. Stat. § 152.22, Subd. 6 (Definitions)
Minn. Stat. § 152.23 (Limitations)
Minn. Stat. Ch. 260A (Truancy)
Minn. Stat. Ch. 260C (Juvenile Safety and Placement)
20 U.S.C. §§ 1400-1487 (Individuals with Disabilities Education Act)
29 U.S.C. § 794 *et seq*. (Rehabilitation Act of 1973, § 504)
34 C.F.R. § 300.530(e)(1) (Manifestation Determination)

Cross References:
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 419 (Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices)
MSBA/MASA Model Policy 501 (School Weapons)
MSBA/MASA Model Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)
MSBA/MASA Model Policy 503 (Student Attendance)
MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)
MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)
MSBA/MASA Model Policy 525 (Violence Prevention)
MSBA/MASA Model Policy 526 (Hazing Prohibition)
MSBA/MASA Model Policy 527 (Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches)
MSBA/MASA Model Policy 610 (Field Trips)
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)
MSBA/MASA Model Policy 711 (Video Recording on School Buses)
MSBA/MASA Model Policy 712 (Video Surveillance Other Than on Buses)

Replacing: Policy 5085
First Reading: 11.21.23
Second Reading:

506 STUDENT DISCIPLINE

I. PURPOSE

The purpose of this policy is to ensure that students are aware of and comply with the school district's expectations for student conduct. Such compliance will enhance the school district's ability to maintain discipline and ensure that there is no interference with the educational process. The school district will take appropriate disciplinary action when students fail to adhere to the Code of Student Conduct established by this policy.

II. GENERAL STATEMENT OF POLICY

The school board recognizes that individual responsibility and mutual respect are essential components of the educational process. The school board further recognizes that nurturing the maturity of each student is of primary importance and is closely linked with the balance that must be maintained between authority and self-discipline as the individual progresses from a child's dependence on authority to the more mature behavior of self-control.

All students are entitled to learn and develop in a setting which promotes respect of self, others, and property. Proper positive discipline can only result from an environment which provides options and stresses student self-direction, decision-making, and responsibility. Schools can function effectively only with internal discipline based on mutual understanding of rights and responsibilities.

Students must conduct themselves in an appropriate manner that maintains a climate in which learning can take place. Overall decorum affects student attitudes and influences student behavior. Proper student conduct is necessary to facilitate the education process and to create an atmosphere conducive to high student achievement.

Although this policy emphasizes the development of self-discipline, it is recognized that there are instances when it will be necessary to administer disciplinary measures. The position of the school district is that a fair and equitable district-wide student discipline policy will contribute to the quality of the student's educational experience. This discipline policy is adopted in accordance with and subject to the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56.

In view of the foregoing and in accordance with Minnesota Statutes, section 121A.55, the school board, with the participation of school district administrators, teachers, employees, students, parents, community members, and such other individuals and organizations as appropriate, has developed this policy which governs student conduct and applies to all students of the school district.

III. DEFINITIONS

A. "Nonexclusionary disciplinary policies and practices" means policies and practices that are alternatives to dismissing a pupil from school, including but not limited to evidence-based positive behavior interventions and supports, social and emotional services, school-linked mental health services, counseling services, social work services, academic screening for Title 1 services or reading interventions, and alternative education services. Nonexclusionary disciplinary policies and practices include but are not limited to the policies and practices under sections 120B.12; 121A.575, clauses (1) and (2); 121A.031, subdivision 4, paragraph (a), clause (1); 121A.61, subdivision 3, paragraph (r); and 122A.627, clause (3).

B. "Pupil withdrawal agreement" means a verbal or written agreement between a school administrator or district administrator and a pupil's parent to withdraw a student from the school district to avoid expulsion or exclusion dismissal proceedings. The duration of the withdrawal agreement cannot be for more than a 12-month period.

IV. POLICY

A. The school board must establish uniform criteria for dismissal and adopt written policies and rules to effectuate the purposes of the Minnesota Pupil Fair Dismissal Act. The policies must include nonexclusionary disciplinary policies and practices consistent with Minnesota Statutes, section 121A.41, subdivision 12, and must emphasize preventing dismissals through early detection of problems. The policies must be designed to address students' inappropriate behavior from recurring.

B. The policies must recognize the continuing responsibility of the school for the education of the pupil during the dismissal period.

C. The school is responsible for ensuring that alternative educational services, if the pupil wishes to take advantage of them, must be adequate to allow the pupil to make progress toward meeting the graduation standards adopted under Minnesota Statutes, section 120B.02 and help prepare the pupil for readmission in accordance with section Minnesota Statutes, section 121A.46, subdivision 5.

D. For expulsion and exclusion dismissals and pupil withdrawal agreements as defined in Minnesota Statutes, section 121A.41, subdivision 13:

1. for a pupil who remains enrolled in the school district or is awaiting enrollment in a new district, the school district's continuing responsibility includes reviewing the pupil's schoolwork and grades on a quarterly basis to ensure the pupil is on track for readmission with the pupil's peers. The school district must communicate on a regular basis with the pupil's parent or guardian to ensure that the pupil is completing the work assigned through the alternative educational services as defined in Minnesota Statutes, section 121A.41, subdivision 11. These services are required until the pupil enrolls in another school or returns to the same school;

2. a pupil receiving school-based or school-linked mental health services in the school district under Minnesota Statutes, section 245.4889 continues to be eligible for those services until the pupil is enrolled in a new district; and

3. the school district must provide to the pupil's parent or guardian information on accessing mental health services, including any free or sliding fee providers in the community. The information must also be posted on the school district website.

V. AREAS OF RESPONSIBILITY

A. The School Board. The school board holds all school personnel responsible for the maintenance of order within the school district and supports all personnel acting within the framework of this discipline policy.

B. Superintendent. The superintendent shall establish guidelines and directives to carry out this policy, hold all school personnel, students, and parents responsible for conforming to this policy, and support all school personnel performing their duties within the framework of this policy. The superintendent shall also establish guidelines and directives for using the services of appropriate agencies for assisting students and parents. Any guidelines or directives established to implement this policy shall be submitted to the school board for approval and shall be attached as an addendum to this policy.

C. Principal. The school principal is given the responsibility and authority to formulate building rules and regulations necessary to enforce this policy, subject to final school

board approval. The principal shall give direction and support to all school personnel performing their duties within the framework of this policy. The principal shall consult with parents of students conducting themselves in a manner contrary to the policy. The principal shall also involve other professional employees in the disposition of Behavior referrals and shall make use of those agencies appropriate for assisting students and parents. A principal, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to restrain a student to prevent imminent bodily harm or death to the student or another.

D. Teachers. All teachers shall be responsible for providing a well-planned teaching/learning environment and shall have primary responsibility for student conduct, with appropriate assistance from the administration. All teachers shall enforce the Code of Student Conduct. In exercising the teacher's lawful authority, a teacher may use reasonable force when it is necessary under the circumstances to restrain a student to prevent imminent bodily harm or death to the student or another.

E. Other School District Personnel. All school district personnel shall be responsible for contributing to the atmosphere of mutual respect within the school. Their responsibilities relating to student behavior shall be as authorized and directed by the superintendent. A school employee, school bus driver, or other agent of a school district, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to restrain a student to prevent bodily harm or death to the student or another.

F. Parents or Legal Guardians. Parents and guardians shall be held responsible for the behavior of their children as determined by law and community practice. They are expected to cooperate with school authorities and to participate regarding the behavior of their children.

G. Students. All students shall be held individually responsible for their behavior and for knowing and obeying the Code of Student Conduct and this policy.

H. Community Members. Members of the community are expected to contribute to the establishment of an atmosphere in which rights and duties are effectively acknowledged and fulfilled.

I. Reasonable Force Reports

1. The school district must report data on its use of any reasonable force used on a student with a disability to correct or restrain the student to prevent imminent bodily harm or death to the student or another that is consistent with the definition of physical holding under Minnesota Statutes, section 125A.0941, paragraph (c), as outlined in section 125A.0942, subdivision 3, paragraph (b).

2. Beginning with the 2024-2025 school year, the school district must report annually by July 15, in a form and manner determined by the MDE Commissioner, data from the prior school year about any reasonable force used on a general education student to correct or restrain the student to prevent imminent bodily harm or death to the student or another that is consistent with the definition of physical holding under Minnesota Statutes, section 125A.0941, paragraph (c).

3. Any reasonable force used under Minnesota Statutes, sections 121A.582; 609.06, subdivision 1; and 609.379 which intends to hold a child immobile or limit a child's movement where body contact is the only source of physical restraint or confines a child alone in a room from which egress is barred shall be reported to the Minnesota Department of Education as a restrictive

procedure, including physical holding or seclusion used by an unauthorized or untrained staff person.

VI. STUDENT RIGHTS

All students have the right to an education and the right to learn.

VII. STUDENT RESPONSIBILITIES

All students have the responsibility:

A. For their behavior and for knowing and obeying all school rules, regulations, policies, and procedures;

B. To attend school daily, except when excused, and to be on time to all classes and other school functions;

C. To pursue and attempt to complete the courses of study prescribed by the state and local school authorities;

D. To make necessary arrangements for making up work when absent from school;

E. To assist the school staff in maintaining a safe school for all students;

F. To be aware of all school rules, regulations, policies, and procedures, including those in this policy, and to conduct themselves in accord with them;

G. To assume that until a rule or policy is waived, altered, or repealed, it is in full force and effect;

H. To be aware of and comply with federal, state, and local laws;

I. To volunteer information in disciplinary cases should they have any knowledge relating to such cases and to cooperate with school staff as appropriate;

J. To respect and maintain the school's property and the property of others;

K. To dress and groom in a manner which meets standards of safety and health and common standards of decency and which is consistent with applicable school district policy;

L. To avoid inaccuracies in student newspapers or publications and refrain from indecent or obscene language;

M. To conduct themselves in an appropriate physical or verbal manner; and

N. To recognize and respect the rights of others.

VIII. CODE OF STUDENT CONDUCT

A. The following are examples of unacceptable behavior subject to disciplinary action by the school district. These examples are not intended to be an exclusive list. Any student who engages in any of these activities shall be disciplined in accordance with this policy. This policy applies to all school buildings, school grounds, and school property or property immediately adjacent to school grounds; school-sponsored activities or trips; school bus stops; school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes; the area of entrance or departure from school premises or events; and all school-related

functions, school-sponsored activities, events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting unacceptable behavior subject to disciplinary action at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events. This policy also applies to any student whose conduct at any time or in any place interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student, other students, or employees.

1. Violations against property including, but not limited to, damage to or destruction of school property or the property of others, failure to compensate for damage or destruction of such property, arson, breaking and entering, theft, robbery, possession of stolen property, extortion, trespassing, unauthorized usage, or vandalism;

2. The use of profanity or obscene language, or the possession of obscene materials;

3. Gambling, including, but not limited to, playing a game of chance for stakes;

4. Violation of the school district's Hazing Prohibition Policy;

5. Attendance problems including, but not limited to, truancy, absenteeism, tardiness, skipping classes, or leaving school grounds without permission;

6. Violation of the school district's Student Attendance Policy;

7. Opposition to authority using physical force or violence;

8. Using, possessing, or distributing tobacco, tobacco-related devices, electronic cigarettes, or tobacco paraphernalia in violation of the school district's Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices Policy;

9. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of alcohol or other intoxicating substances or look-alike substances;

10. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of narcotics, drugs, or other controlled substances (except as prescribed by a physician), or look-alike substances (these prohibitions include medical marijuana or medical cannabis, even when prescribed by a physician, and one student sharing prescription medication with another student);

11. Using, possessing, or distributing items or articles that are illegal or harmful to persons or property including, but not limited to, drug paraphernalia;

12. Using, possessing, or distributing weapons, or look-alike weapons or other dangerous objects;

13. Violation of the school district's Weapons Policy;

14. Violation of the school district's Violence Prevention Policy;

15. Possession of ammunition including, but not limited to, bullets or other projectiles designed to be used in or as a weapon;

16. Possession, use, or distribution of explosives or any compound or mixture, the primary or common purpose or intended use of which is to function as an explosive;

17. Possession, use, or distribution of fireworks or any substance or combination of substances or article prepared for the purpose of producing a visible or an audible effect by combustion, explosion, deflagration or detonation;

18. Using an ignition device, including a butane or disposable lighter or matches, inside an educational building and under circumstances where there is a risk of fire, except where the device is used in a manner authorized by the school;

19. Violation of any local, state, or federal law as appropriate;

20. Acts disruptive of the educational process, including, but not limited to, disobedience, disruptive or disrespectful behavior, defiance of authority, cheating, insolence, insubordination, failure to identify oneself, improper activation of fire alarms, or bomb threats;

21. Violation of the school district's Internet Acceptable Use and Safety Policy;

22. Use of a cell phone in violation of the school district's Internet Acceptable Use and Safety Policy;

23. Violation of school bus or transportation rules or the school district's Student Transportation Safety Policy;

24. Violation of parking or school traffic rules and regulations, including, but not limited to, driving on school property in such a manner as to endanger persons or property;

25. Violation of directives or guidelines relating to lockers or improperly gaining access to a school locker;

26. Violation of the school district's Search of Student Lockers, Desks, Personal Possessions, and Student's Person Policy;

27. Violation of the school district's Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches Policy;

28. Possession or distribution of slanderous, libelous, or pornographic materials;

29. Violation of the school district's Bullying Prohibition Policy;

30. Student attire or personal grooming which creates a danger to health or safety or creates a disruption to the educational process, including clothing which bears a message which is lewd, vulgar, or obscene, apparel promoting products or activities that are illegal for use by minors, or clothing containing objectionable emblems, signs, words, objects, or pictures communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group or which connotes gang membership;

31. Criminal activity;

32. Falsification of any records, documents, notes, or signatures;

33. Tampering with, changing, or altering records or documents of the school district by any method including, but not limited to, computer access or other

electronic means;

34. Scholastic dishonesty which includes, but is not limited to, cheating on a school assignment or test, plagiarism, or collusion, including the use of picture phones or other technology to accomplish this end;

35. Impertinent or disrespectful words, symbols, acronyms, or language, whether oral or written, related to teachers or other school district personnel;

36. Violation of the school district's Harassment and Violence Policy;

37. Actions, including fighting or any other assaultive behavior, which causes or could cause injury to the student or other persons or which otherwise endangers the health, safety, or welfare of teachers, students, other school district personnel, or other persons;

38. Committing an act which inflicts great bodily harm upon another person, even though accidental or a result of poor judgment;

39. Violations against persons, including, but not limited to, assault or threatened assault, fighting, harassment, interference or obstruction, attack with a weapon, or look-alike weapon, sexual assault, illegal or inappropriate sexual conduct, or indecent exposure;

40. Verbal assaults or verbally abusive behavior including, but not limited to, use of words, symbols, acronyms, or language, whether oral or written, that are discriminatory, abusive, obscene, threatening, intimidating, degrading to other people, or threatening to school property;

41. Physical or verbal threats including, but not limited to, the staging or reporting of dangerous or hazardous situations that do not exist;

42. Inappropriate, abusive, threatening, or demeaning actions based on race, color, creed, religion, sex, marital status, status with regard to public assistance, disability, national origin, or sexual orientation;

43. Violation of the school district's Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees Policy;

44. Violation of the school district's one-to-one device rules and regulations;

45. Violation of school rules, regulations, policies, or procedures, including, but not limited to, those policies specifically enumerated in this policy;

46. Other acts, as determined by the school district, which are disruptive of the educational process or dangerous or detrimental to the student or other students, school district personnel or surrounding persons, or which violate the rights of others or which damage or endanger the property of the school, or which otherwise interferes with or obstruct the mission or operations of the school district or the safety or welfare of students or employees.

IX. RECESS AND OTHER BREAKS

A. "Recess detention" means excluding or excessively delaying a student from participating in a scheduled recess period as a consequence for student behavior. Recess detention does not include, among other things, providing alternative recess at the student's choice.

B. The school district is encouraged to ensure student access to structured breaks from the demands of school and to support teachers, principals, and other school staff in their efforts to use evidence-based approaches to reduce exclusionary forms of discipline.

C. The school district must not use recess detention unless:

1. a student causes or is likely to cause serious physical harm to other students or staff;

2. the student's parent or guardian specifically consents to the use of recess detention; or

3. for students receiving special education services, the student's individualized education program team has determined that withholding recess is appropriate based on the individualized needs of the student.

D. The school district must not withhold recess from a student based on incomplete schoolwork.

E. The school district must require school staff to make a reasonable attempt to notify a parent or guardian within 24 hours of using recess detention.

F. The school district must compile information on each recess detention at the end of each school year, including the student's age, grade, gender, race or ethnicity, and special education status. This information must be available to the public upon request. The school district is encouraged to use the data in professional development promoting the use of nonexclusionary discipline.

G. The school district must not withhold or excessively delay a student's participation in scheduled mealtimes. This section does not alter a district or school's existing responsibilities under Minnesota Statutes, section 124D.111 or other state or federal law.

X. DISCIPLINARY ACTION OPTIONS

The general policy of the school district is to utilize progressive discipline to the extent reasonable and appropriate based upon the specific facts and circumstances of student misconduct. The specific form of discipline chosen in a particular case is solely within the discretion of the school district. At a minimum, violation of school district code of conduct, rules, regulations, policies, or procedures will result in discussion of the violation and a verbal warning. The school district shall, however, impose more severe disciplinary sanctions for any violation, including exclusion or expulsion, if warranted by the student's misconduct, as determined by the school district. Disciplinary action may include, but is not limited to, one or more of the following:

A. Student conference with teacher, principal, counselor, or other school district personnel, and verbal warning;

B. Confiscation by school district personnel and/or by law enforcement of any item, article, object, or thing, prohibited by, or used in the violation of, any school district policy, rule, regulation, procedure, or state or federal law. If confiscated by the school district, the confiscated item, article, object, or thing will be released only to the parent/guardian following the completion of any investigation or disciplinary action instituted or taken related to the violation.

C. Parent contact;

D. Parent conference;

E. Removal from class;

F. In-school suspension;

G. Suspension from extracurricular activities;

H. Detention or restriction of privileges;

I. Loss of school privileges;

J. In-school monitoring or revised class schedule;

K. Referral to in-school support services;

L. Referral to community resources or outside agency services;

M. Financial restitution;

N. Referral to police, other law enforcement agencies, or other appropriate authorities;

O. A request for a petition to be filed in district court for juvenile delinquency adjudication;

P. Out-of-school suspension under the Pupil Fair Dismissal Act;

Q. Preparation of an admission or readmission plan;

R. Saturday school;

S. Expulsion under the Pupil Fair Dismissal Act;

T. Exclusion under the Pupil Fair Dismissal Act; and/or

U. Other disciplinary action as deemed appropriate by the school district.

XI. REMOVAL OF STUDENTS FROM CLASS

A. The teacher of record shall have the general control and government of the classroom. Teachers have the responsibility of attempting to modify disruptive student behavior by such means as conferring with the student, using positive reinforcement, assigning detention or other consequences, or contacting the student's parents. When such measures fail, or when the teacher determines it is otherwise appropriate based upon the student's conduct, the teacher shall have the authority to remove the student from class pursuant to the procedures established by this discipline policy. "Removal from class" and "removal" mean any actions taken by a teacher, principal, or other school district employee to prohibit a student from attending a class or activity period for a period of time not to exceed five (5) days, pursuant to this discipline policy.

Grounds for removal from class shall include any of the following:

1. Willful conduct that significantly disrupts the rights of others to an education, including conduct that interferes with a teacher's ability to teach or communicate effectively with students in a class or with the ability of other students to learn;

2. Willful conduct that endangers surrounding persons, including school district employees, the student or other students, or the property of the school;

3. Willful violation of any school rules, regulations, policies or procedures, including the Code of Student Conduct in this policy; or

4. Other conduct, which in the discretion of the teacher or administration, requires removal of the student from class.

Such removal shall be for at least one (1) activity period or class period of instruction for a given course of study and shall not exceed five (5) such periods.

A student must be removed from class immediately if the student engages in assault or violent behavior. "Assault" is an act done with intent to cause fear in another of immediate bodily harm or death; or the intentional infliction of, or attempt to inflict, bodily harm upon another.

B. If a student is removed from class more than ten (10) times in a school year, the school district shall notify the parent or guardian of the student's tenth removal from class and make reasonable attempts to convene a meeting with the student's parent or guardian to discuss the problem that is causing the student to be removed from class.

C. Procedures for Removal of a Student From a Class.

1. All students have a right to learn and teachers the right to teach. Disruption to the learning process may result in the loss of privilege to remain in the class.
    A. Teacher will notify support staff of need for removal after preventative and responsive practices have been conducted.
    B. Support staff will engage in restorative and/or disciplinary actions following the code of conduct.

2. Behaviors under the major category in the student handbook are documented in the Student Information System.

D. Period of Time for which a Student may be Removed from a Class (may not exceed five (5) class periods for a violation of a rule of conduct)

1. The removal from class shall be for a period of time deemed appropriate by the principal, in consultation with the teacher.

E. Responsibility for and Custody of a Student Removed from Class.

1. Support staff will determine appropriate location away from the classroom setting.

2. The level of response will vary depending on the level of behavior as articulated in the Interventions and Disciplinary Actions section of the District Student Handbook

3. The support staff or administration will have responsibility of the student while receiving intervention unless responsibility has been turned over to the parent or guardian.

F. Procedures for Return of a Student to a Specific Class from Which the Student was Removed.

1. Procedures for re-entry to the classroom could contain but is not limited to

harm repair, conferencing, readmission plan as determined by support staff or administration with collaboration of the classroom teacher.

G. Procedures for Notifying a Student and the Student's Parents or Guardian of Violation of the Rules of Conduct and of Resulting Disciplinary Actions;

1. All behaviors categorized as major and unlawful as communicated through our Code of Conduct in the Student Handbook which result in disciplinary action require parent or guardian notification.

H. ~~Disabled~~ Students with a Disability; Special Provisions.

1. Administration and/or case managers will consider whether there is a need for further assessment;

2. An IEP team will consider whether there is a need for a review of the adequacy of the current Individualized Education Program (IEP) of a ~~disabled~~ student with a disability who is removed from class or disciplined; and

3. Any determined appropriate services for referring students in need of additional or alternate special education services.

I. Procedures for Detecting and Addressing Chemical Abuse Problems of Students While on School Premises.

1. Pursuant to Minnesota Statutes section 121A.29 a teacher who knows or has reason to believe that a student is using, possessing, or transferring alcohol or a controlled substance while on the school premises or involved in school-related activities, shall immediately notify the school administration.

J. Procedures for Immediate and Appropriate Interventions Tied to Violations of the Code of Student Conduct.

1. Teachers will follow the identified Positive Behavior Intervention and supports as identified by each site's PBIS team.

XII. DISMISSAL

A. "Dismissal" means the denial of the current educational program to any student, including exclusion, expulsion, and suspension. Dismissal does not include removal from class.

The school district shall not deny due process or equal protection of the law to any student involved in a dismissal proceeding which may result in suspension, exclusion or expulsion.

The school district shall not dismiss any student without attempting to before dismissal proceedings or pupil withdrawal agreements, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property.

The use of exclusionary practices for early learners as defined in Minnesota Statutes, section 12A.425 is prohibited. The use of exclusionary practices to address attendance and truancy issues is prohibited.

B. Violations leading to suspension, based upon severity, may also be grounds for actions leading to expulsion, and/or exclusion. A student may be dismissed on any of the

following grounds:

1. Willful violation of any reasonable school board regulation, including those found in this policy;

2. Willful conduct that significantly disrupts the rights of others to an education, or the ability of school personnel to perform their duties, or school sponsored extracurricular activities; or

3. Willful conduct that endangers the student or other students, or surrounding persons, including school district employees, or property of the school.

C. Disciplinary Dismissals Prohibited

1. A pupil enrolled in the following is not subject to dismissals under the Pupil Fair Dismissal Act:

   a. a preschool or prekindergarten program, including an early childhood family education, school readiness, school readiness plus, voluntary prekindergarten, Head Start, or other school-based preschool or prekindergarten program; or

   b. kindergarten through Grade 3.

2. This section does not apply to a dismissal from school for less than one school day, except as provided under Minnesota Statutes, chapter 125A and federal law for a student receiving special education services.

3. Notwithstanding this section, expulsions and exclusions may be used only after resources outlined under Nonexclusionary discipline have been exhausted, and only in circumstances where there is an ongoing serious safety threat to the child or others.

D. Suspension Procedures

1. "Suspension" means an action by the school administration, under rules promulgated by the School Board, prohibiting a student from attending school for a period of no more than ten (10) school days; provided, however, if a suspension is longer than five (5) school days, the suspending administrator shall provide the superintendent with a reason for the longer term of suspension. This definition does not apply to dismissal for one (1) school day or less where a student with a disability does not receive regular or special education instruction during that dismissal period.

2. School administration must allow a suspended pupil the opportunity to complete all school work assigned during the period of the pupil's suspension and to receive full credit for satisfactorily completing the assignments. The school principal or other person having administrative control of the school building or program is encouraged to designate a district or school employee as a liaison to work with the pupil's teachers to allow the suspended pupil to (1) receive timely course materials and other information, and (2) complete daily and weekly assignments and receive teachers' feedback.

3. If a student's total days of removal from school exceed ten (10) cumulative days in a school year, the school district shall make reasonable attempts to convene a meeting with the student and the student's parent or guardian before subsequently removing the student from school and, with the permission of the parent or guardian, arrange for a mental health screening

for the student at the parent or guardian's expense. The purpose of this meeting is to attempt to determine the student's need for assessment or other services or whether the parent or guardian should have the student assessed or diagnosed to determine whether the student needs treatment for a mental health disorder.

4. The definition of suspension under Minnesota Statutes, section 121A.41, subdivision 10, does not apply to a student's dismissal from school for one school day or less, except as provided under federal law for a student with a disability. Each suspension action may include a readmission plan. The plan shall include, where appropriate, a provision for implementing alternative educational services upon readmission which must not be used to extend the current suspension. A readmission plan must not obligate a parent or guardian to provide psychotropic drugs to their student as a condition of readmission. School administration must not use the refusal of a parent or guardian to consent to the administration of psychotropic drugs to their student or to consent to a psychiatric evaluation, screening, or examination of the student as a ground, by itself, to prohibit the student from attending class or participating in a school-related activity, or as a basis of a charge of child abuse, child neglect, or medical or educational neglect. The school administration may not impose consecutive suspensions against the same student for the same course of conduct, or incident of misconduct, except where the student will create an immediate and substantial danger to self or to surrounding persons or property or where the school district is in the process of initiating an expulsion, in which case the school administration may extend the suspension to a total of fifteen (15) days.

5. A child with a disability may be suspended. When a child with a disability has been suspended for more than five (5) consecutive days or ten (10) cumulative school days in the same year, and that suspension does not involve a recommendation for expulsion or exclusion or other change in placement under federal law, relevant members of the child's IEP team, including at least one of the child's teachers, shall meet and determine the extent to which the child needs services in order to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals in the child's IEP. That meeting must occur as soon as possible, but no more than ten (10) days after the sixth (6^{th}) consecutive day of suspension or the tenth (10^{th}) cumulative day of suspension has elapsed.

6. Alternative education services must be provided to a pupil who is suspended for more than five (5) consecutive school days. Alternative educational services may include, but are not limited to, special tutoring, modified curriculum, modified instruction, other modifications or adaptations, instruction through electronic media, special education services as indicated by appropriate assessments, homebound instruction, supervised homework, or enrollment in another district or in an alternative learning center under Minnesota Statutes, section 123A.05 selected to allow the student to progress toward meeting graduation standards under Minnesota Statutes, section 120B.02, although in a different setting.

7. The school administration shall not suspend a student from school without an informal administrative conference with the student. The informal administrative conference shall take place before the suspension, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property, in which case the conference shall take place as soon as practicable following the suspension. At the informal administrative conference, a school administrator shall notify the student of the grounds for the suspension, provide an explanation of the

evidence the authorities have, and the student may present the student's version of the facts. A separate administrative conference is required for each period of suspension.

8. After school administration notifies a student of the grounds for suspension, school administration may, instead of imposing the suspension, do one or more of the following:

   a. strongly encourage a parent or guardian of the student to attend school with the student for one day;

   b. assign the student to attend school on Saturday as supervised by the principal or the principal's designee; and

   c. petition the juvenile court that the student is in need of services under Minnesota Statutes chapter 260C.

9. A written notice containing the grounds for suspension, a brief statement of the facts, a description of the testimony, a readmission plan, and a copy of the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56, shall be personally served upon the student at or before the time the suspension is to take effect, and upon the student's parent or guardian by mail within forty-eight (48) hours of the conference. (See attached sample Notice of Suspension.)

10. The school administration shall make reasonable efforts to notify the student's parent or guardian of the suspension by telephone as soon as possible following suspension.

11. In the event a student is suspended without an informal administrative conference on the grounds that the student will create an immediate and substantial danger to surrounding persons or property, the written notice shall be served upon the student and the student's parent or guardian within forty-eight (48) hours of the suspension. Service by mail shall be complete upon mailing.

12. Notwithstanding the foregoing provisions, the student may be suspended pending the school board's decision in an expulsion or exclusion proceeding, provided that alternative educational services are implemented to the extent that suspension exceeds five (5) consecutive school days.

E. Expulsion and Exclusion Procedures

1. "Expulsion" means a school board action to prohibit an enrolled student from further attendance for up to twelve (12) months from the date the student is expelled. The authority to expel rests with the school board.

2. "Exclusion" means an action taken by the school board to prevent enrollment or re-enrollment of a student for a period that shall not extend beyond the school year. The authority to exclude rests with the school board.

3. All expulsion and exclusion proceedings will be held pursuant to and in accordance with the provisions of the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56.

4. No expulsion or exclusion shall be imposed without a hearing, unless the right to a hearing is waived in writing by the student and parent or guardian.

5. The student and parent or guardian shall be provided written notice of the school district's intent to initiate expulsion or exclusion proceedings. This notice shall be served upon the student and his or her parent or guardian personally or by mail, and shall contain a complete statement of the facts; a list of the witnesses and a description of their testimony; state the date, time and place of hearing; be accompanied by a copy of the Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56; describe the nonexclusionary disciplinary practices accorded the student in an attempt to avoid the expulsion proceedings; and inform the student and parent or guardian of their right to: (1) have a representative of the student's own choosing, including legal counsel at the hearing; (2) examine the student's records before the hearing; (3) present evidence; and (4) confront and cross-examine witnesses. The school district must advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from the Minnesota Department of Education (MDE) and is posted on its website.

6. The hearing shall be scheduled within ten (10) days of the service of the written notice unless an extension, not to exceed five (5) days, is requested for good cause by the school district, student, parent, or guardian.

7. All hearings shall be held at a time and place reasonably convenient to the student, parent, or guardian and shall be closed, unless the student, parent, or guardian requests an open hearing.

8. The school district shall record the hearing proceedings at district expense, and a party may obtain a transcript at its own expense.

9. The student shall have a right to a representative of the student's own choosing, including legal counsel, at the student's sole expense. The school district shall advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from MDE. The school board may appoint an attorney to represent the school district in any proceeding.

10. If the student designates a representative other than the parent or guardian, the representative must have a written authorization from the student and the parent or guardian providing them with access to and/or copies of the student's records.

11. All expulsion or exclusion hearings shall take place before and be conducted by an independent hearing officer designated by the school district. The hearing shall be conducted in a fair and impartial manner. Testimony shall be given under oath and the hearing officer shall have the power to issue subpoenas and administer oaths.

12. At a reasonable time prior to the hearing, the student, parent or guardian, or authorized representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the proposed dismissal action may be based.

13. The student, parent or guardian, or authorized representative, shall have the right to compel the presence of any school district employee or agent or any other person who may have evidence upon which the proposed dismissal action may be based, and to confront and cross-examine any witnesses testifying for the school district.

14. The student, parent or guardian, or authorized representative, shall have the

right to present evidence and testimony, including expert psychological or educational testimony.

15. The student cannot be compelled to testify in the dismissal proceedings.

16. The hearing officer shall prepare findings and a recommendation based solely upon substantial evidence presented at the hearing, which must be made to the school board and served upon the parties within two (2) days after the close of the hearing.

17. The school board shall base its decision upon the findings and recommendation of the hearing officer and shall render its decision at a meeting held within five (5) days after receiving the findings and recommendation. The school board may provide the parties with the opportunity to present exceptions and comments to the hearing officer's findings and recommendation provided that neither party presents any evidence not admitted at the hearing. The decision by the school board must be based on the record, must be in writing, and must state the controlling facts on which the decision is made in sufficient detail to apprise the parties and the Commissioner of the Minnesota Department of Education (Commissioner) of the basis and reason for the decision.

18. A party to an expulsion or exclusion decision made by the school board may appeal the decision to the Commissioner within twenty-one (21) calendar days of school board action pursuant to Minnesota Statutes section 121A.49. The decision of the school board shall be implemented during the appeal to the Commissioner.

19. The school district shall report any suspension, expulsion or exclusion action taken to the appropriate public service agency, when the student is under the supervision of such agency.

20. The school district must report, through the MDE electronic reporting system, each expulsion or exclusion within thirty (30) days of the effective date of the action to the Commissioner. This report must include a statement of alternative educational services given the student and the reason for, the effective date, and the duration of the exclusion or expulsion. The report must also include the student's age, grade, gender, race, and special education status. The dismissal report must include state student identification numbers of affected students.

21. Whenever a student fails to return to school within ten (10) school days of the termination of dismissal, a school administrator shall inform the student and his/her parent or guardian by mail of the student's right to attend and to be reinstated in the school district.

XIII. ADMISSION OR READMISSION PLAN

A school administrator must prepare and enforce an admission or readmission plan for any student who is excluded or expelled from school. The plan must include measures to improve the student's behavior, which may include completing a character education program consistent with Minnesota Statutes, section 120B.232, subdivision 1, social and emotional learning, counseling, social work services, mental health services, referrals for special education or 504 evaluation, and evidence-based academic interventions. The plan must include reasonable attempts to obtain parental involvement in the admission or readmission process, and may indicate the consequences to the student of not improving the student's behavior. The readmission plan must not obligate parents to provide a sympathomimetic medication for their child as a condition of readmission.

XIV. NOTIFICATION OF POLICY VIOLATIONS

Notification of any violation of this policy and resulting disciplinary action shall be as provided herein, or as otherwise provided by the Pupil Fair Dismissal Act or other applicable law. The teacher, principal or other school district official may provide additional notification as deemed appropriate.

In addition, the school district must report, through the MDE electronic reporting system, each exclusion or expulsion, each physical assault of a school district employee by a pupil, and each pupil withdrawal agreement within thirty (30) days of the effective date of the dismissal action, pupil withdrawal, or assault, to the MDE Commissioner. This report must include a statement of the nonexclusionary disciplinary practices, or other sanction, intervention, or resolution in response to the assault given to the pupil and the reason for, the effective date, and the duration of the exclusion or expulsion or other sanction, intervention, or resolution. The report must also include the pupil's age, grade, gender, race, and special education status.

XV. STUDENT DISCIPLINE RECORDS

The policy of the school district is that complete and accurate student discipline records be maintained. The collection, dissemination, and maintenance of student discipline records shall be consistent with applicable school district policies and federal and state law, including the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13.

XVI. STUDENTS WITH DISABILITIES

Students who are currently identified as eligible under the IDEA or Section 504 will be subject to the provisions of this policy, unless the student's IEP or 504 plan specifies a necessary modification.

Before initiating an expulsion or exclusion of a student with a disability, relevant members of the child's IEP team and the child's parent shall, consistent with federal law, conduct a manifestation determination and determine whether the child's behavior was (i) caused by or had a direct and substantial relationship to the child's disability and (ii) whether the child's conduct was a direct result of a failure to implement the child's IEP. If the student's educational program is appropriate and the behavior is <u>not</u> a manifestation of the student's disability, the school district will proceed with discipline – up to and including expulsion – as if the student did not have a disability, unless the student's educational program provides otherwise. If the team determines that the behavior subject to discipline <u>is</u> a manifestation of the student's disability, the team shall conduct a functional behavioral assessment and implement a behavioral intervention plan for such student provided that the school district had not conducted such assessment prior to the manifestation determination before the behavior that resulted in a change of placement. Where a behavioral intervention plan previously has been developed, the team will review the behavioral intervention plan and modify it as necessary to address the behavior.

When a student who has an IEP is excluded or expelled for misbehavior that is not a manifestation of the student's disability, the school district shall continue to provide special education and related services during the period of expulsion or exclusion.

XVII. OPEN ENROLLED STUDENTS

The school district may terminate the enrollment of a nonresident student enrolled under an Enrollment Option Program (Minnesota Statutes section 124D.03) or Enrollment in Nonresident District (Minnesota Statutes section 124D.08) at the end of a school year if the student meets the definition of a habitual truant, the student has been provided appropriate services for truancy (Minnesota Statutes chapter 260A), and the student's case has been referred to juvenile court. The school district may also terminate the enrollment of a

nonresident student over the age of seventeen (17) enrolled under an Enrollment Options Program if the student is absent without lawful excuse for one or more periods on fifteen (15) school days and has not lawfully withdrawn from school.

XVIII. DISCIPLINE COMPLAINT PROCEDURE

Students, parents and other guardians, and school staff may file a complaint and seek corrective action when the requirements of the Minnesota Pupil Fair Dismissal Act, including the implementation of the local behavior and discipline policies, are not being implemented appropriately or are being discriminately applied.

The Discipline Complaint Procedure must, at a minimum:

1. provide procedures for communicating this policy including the ability for a parent to appeal a decision under Minnesota Statutes, section 121A.49 that contains explicit instructions for filing the complaint;

2. provide an opportunity for involved parties to submit additional information related to the complaint;

3. provide a procedure to begin to investigate complaints within three school days of receipt, and identify personnel who will manage the investigation and any resulting record and are responsible for keeping and regulating access to any record;

4. provide procedures for issuing a written determination to the complainant that addresses each allegation and contains findings and conclusions;

5. if the investigation finds the requirements of Minnesota Statutes, sections 121A.40 to 121A.61, including any local policies that were not implemented appropriately, contain procedures that require a corrective action plan to correct a student's record and provide relevant staff with training, coaching, or other accountability practices to ensure appropriate compliance with policies in the future; and

6. prohibit reprisals or retaliation against any person who asserts, alleges, or reports a complaint, and provide procedures for applying appropriate consequences for a person who engages in reprisal or retaliation.

XIX. DISTRIBUTION OF POLICY

The school district will notify students and parents of the existence and contents of this policy in such manner as it deems appropriate. Copies of this discipline policy shall be made available to all students and parents at the commencement of each school year and to all new students and parents upon enrollment. This policy shall also be available upon request in each principal’s office.

XX. REVIEW OF POLICY

The principal and representatives of parents, students and staff in each school building shall confer at least annually to review this discipline policy, determine if the policy is working as intended, and to assess whether the discipline policy has been enforced. Any recommended changes shall be submitted to the superintendent for consideration by the school board, which shall conduct an annual review of this policy.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota Students)

Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 121A.26 (School Preassessment Teams)
Minn. Stat. § 121A.29 (Reporting; Chemical Abuse)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.575 (Alternatives to Pupil Suspension)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. §§ 121A.60 (Definitions)
Minn. Stat. § 121A.61 (Discipline and Removal of Students from Class)
Minn. Stat. § 122A.42 (General Control of Schools)
Minn. Stat. § 123A.05 (State-Approved Alternative Program Organization)
Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Stat. § 124D.08 (School Boards' Approval to Enroll in Nonresident District; Exceptions)
Minn. Stat. Ch. 125A (Special Education and Special Programs)
Minn. Stat. § 152.22, Subd. 6 (Definitions)
Minn. Stat. § 152.23 (Limitations)
Minn. Stat. Ch. 260A (Truancy)
Minn. Stat. Ch. 260C (Juvenile Safety and Placement)
20 U.S.C. §§ 1400-1487 (Individuals with Disabilities Education Act)
29 U.S.C. § 794 *et seq*. (Rehabilitation Act of 1973, § 504)
34 C.F.R. § 300.530(e)(1) (Manifestation Determination)

Cross References:
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 419 (Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices)
MSBA/MASA Model Policy 501 (School Weapons)
MSBA/MASA Model Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)
MSBA/MASA Model Policy 503 (Student Attendance)
MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)
MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)
MSBA/MASA Model Policy 525 (Violence Prevention)
MSBA/MASA Model Policy 526 (Hazing Prohibition)
MSBA/MASA Model Policy 527 (Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches)
MSBA/MASA Model Policy 610 (Field Trips)
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)
MSBA/MASA Model Policy 711 (Video Recording on School Buses)
MSBA/MASA Model Policy 712 (Video Surveillance Other Than on Buses)

Replacing: Policy 5085
First Reading: 11.21.23
Second Reading:

506 STUDENT DISCIPLINE

I. PURPOSE

The purpose of this policy is to ensure that students are aware of and comply with the school district's expectations for student conduct. Such compliance will enhance the school district's ability to maintain discipline and ensure that there is no interference with the educational process. The school district will take appropriate disciplinary action when students fail to adhere to the Code of Student Conduct established by this policy.

II. GENERAL STATEMENT OF POLICY

The school board recognizes that individual responsibility and mutual respect are essential components of the educational process. The school board further recognizes that nurturing the maturity of each student is of primary importance and is closely linked with the balance that must be maintained between authority and self-discipline as the individual progresses from a child's dependence on authority to the more mature behavior of self-control.

All students are entitled to learn and develop in a setting which promotes respect of self, others, and property. Proper positive discipline can only result from an environment which provides options and stresses student self-direction, decision-making, and responsibility. Schools can function effectively only with internal discipline based on mutual understanding of rights and responsibilities.

Students must conduct themselves in an appropriate manner that maintains a climate in which learning can take place. Overall decorum affects student attitudes and influences student behavior. Proper student conduct is necessary to facilitate the education process and to create an atmosphere conducive to high student achievement.

Although this policy emphasizes the development of self-discipline, it is recognized that there are instances when it will be necessary to administer disciplinary measures. The position of the school district is that a fair and equitable district-wide student discipline policy will contribute to the quality of the student's educational experience. This discipline policy is adopted in accordance with and subject to the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56.

In view of the foregoing and in accordance with Minnesota Statutes, section 121A.55, the school board, with the participation of school district administrators, teachers, employees, students, parents, community members, and such other individuals and organizations as appropriate, has developed this policy which governs student conduct and applies to all students of the school district.

III. DEFINITIONS

A. "Nonexclusionary disciplinary policies and practices" means policies and practices that are alternatives to dismissing a pupil from school, including but not limited to evidence-based positive behavior interventions and supports, social and emotional services, school-linked mental health services, counseling services, social work services, academic screening for Title 1 services or reading interventions, and alternative education services. Nonexclusionary disciplinary policies and practices include but are not limited to the policies and practices under sections 120B.12; 121A.575, clauses (1) and (2); 121A.031, subdivision 4, paragraph (a), clause (1); 121A.61, subdivision 3, paragraph (r); and 122A.627, clause (3).

B. "Pupil withdrawal agreement" means a verbal or written agreement between a school administrator or district administrator and a pupil's parent to withdraw a student from the school district to avoid expulsion or exclusion dismissal proceedings. The duration of the withdrawal agreement cannot be for more than a 12-month period.

IV. POLICY

A. The school board must establish uniform criteria for dismissal and adopt written policies and rules to effectuate the purposes of the Minnesota Pupil Fair Dismissal Act. The policies must include nonexclusionary disciplinary policies and practices consistent with Minnesota Statutes, section 121A.41, subdivision 12, and must emphasize preventing dismissals through early detection of problems. The policies must be designed to address students' inappropriate behavior from recurring.

B. The policies must recognize the continuing responsibility of the school for the education of the pupil during the dismissal period.

C. The school is responsible for ensuring that alternative educational services, if the pupil wishes to take advantage of them, must be adequate to allow the pupil to make progress toward meeting the graduation standards adopted under Minnesota Statutes, section 120B.02 and help prepare the pupil for readmission in accordance with section Minnesota Statutes, section 121A.46, subdivision 5.

D. For expulsion and exclusion dismissals and pupil withdrawal agreements as defined in Minnesota Statutes, section 121A.41, subdivision 13:

1. for a pupil who remains enrolled in the school district or is awaiting enrollment in a new district, the school district's continuing responsibility includes reviewing the pupil's schoolwork and grades on a quarterly basis to ensure the pupil is on track for readmission with the pupil's peers. The school district must communicate on a regular basis with the pupil's parent or guardian to ensure that the pupil is completing the work assigned through the alternative educational services as defined in Minnesota Statutes, section 121A.41, subdivision 11. These services are required until the pupil enrolls in another school or returns to the same school;

2. a pupil receiving school-based or school-linked mental health services in the school district under Minnesota Statutes, section 245.4889 continues to be eligible for those services until the pupil is enrolled in a new district; and

3. the school district must provide to the pupil's parent or guardian information on accessing mental health services, including any free or sliding fee providers in the community. The information must also be posted on the school district website.

V. AREAS OF RESPONSIBILITY

A. The School Board. The school board holds all school personnel responsible for the maintenance of order within the school district and supports all personnel acting within the framework of this discipline policy.

B. Superintendent. The superintendent shall establish guidelines and directives to carry out this policy, hold all school personnel, students, and parents responsible for conforming to this policy, and support all school personnel performing their duties within the framework of this policy. The superintendent shall also establish guidelines and directives for using the services of appropriate agencies for assisting students and parents. Any guidelines or directives established to implement this policy shall be submitted to the school board for approval and shall be attached as an addendum to this policy.

C. Principal. The school principal is given the responsibility and authority to formulate building rules and regulations necessary to enforce this policy, subject to final school

board approval. The principal shall give direction and support to all school personnel performing their duties within the framework of this policy. The principal shall consult with parents of students conducting themselves in a manner contrary to the policy. The principal shall also involve other professional employees in the disposition of Behavior referrals and shall make use of those agencies appropriate for assisting students and parents. A principal, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to restrain a student to prevent imminent bodily harm or death to the student or another.

D. Teachers. All teachers shall be responsible for providing a well-planned teaching/learning environment and shall have primary responsibility for student conduct, with appropriate assistance from the administration. All teachers shall enforce the Code of Student Conduct. In exercising the teacher's lawful authority, a teacher may use reasonable force when it is necessary under the circumstances to restrain a student to prevent imminent bodily harm or death to the student or another.

E. Other School District Personnel. All school district personnel shall be responsible for contributing to the atmosphere of mutual respect within the school. Their responsibilities relating to student behavior shall be as authorized and directed by the superintendent. A school employee, school bus driver, or other agent of a school district, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to restrain a student to prevent bodily harm or death to the student or another.

F. Parents or Legal Guardians. Parents and guardians shall be held responsible for the behavior of their children as determined by law and community practice. They are expected to cooperate with school authorities and to participate regarding the behavior of their children.

G. Students. All students shall be held individually responsible for their behavior and for knowing and obeying the Code of Student Conduct and this policy.

H. Community Members. Members of the community are expected to contribute to the establishment of an atmosphere in which rights and duties are effectively acknowledged and fulfilled.

I. Reasonable Force Reports

1. The school district must report data on its use of any reasonable force used on a student with a disability to correct or restrain the student to prevent imminent bodily harm or death to the student or another that is consistent with the definition of physical holding under Minnesota Statutes, section 125A.0941, paragraph (c), as outlined in section 125A.0942, subdivision 3, paragraph (b).

2. Beginning with the 2024-2025 school year, the school district must report annually by July 15, in a form and manner determined by the MDE Commissioner, data from the prior school year about any reasonable force used on a general education student to correct or restrain the student to prevent imminent bodily harm or death to the student or another that is consistent with the definition of physical holding under Minnesota Statutes, section 125A.0941, paragraph (c).

3. Any reasonable force used under Minnesota Statutes, sections 121A.582; 609.06, subdivision 1; and 609.379 which intends to hold a child immobile or limit a child's movement where body contact is the only source of physical restraint or confines a child alone in a room from which egress is barred shall be reported to the Minnesota Department of Education as a restrictive

procedure, including physical holding or seclusion used by an unauthorized or untrained staff person.

VI. STUDENT RIGHTS

All students have the right to an education and the right to learn.

VII. STUDENT RESPONSIBILITIES

All students have the responsibility:

A. For their behavior and for knowing and obeying all school rules, regulations, policies, and procedures;

B. To attend school daily, except when excused, and to be on time to all classes and other school functions;

C. To pursue and attempt to complete the courses of study prescribed by the state and local school authorities;

D. To make necessary arrangements for making up work when absent from school;

E. To assist the school staff in maintaining a safe school for all students;

F. To be aware of all school rules, regulations, policies, and procedures, including those in this policy, and to conduct themselves in accord with them;

G. To assume that until a rule or policy is waived, altered, or repealed, it is in full force and effect;

H. To be aware of and comply with federal, state, and local laws;

I. To volunteer information in disciplinary cases should they have any knowledge relating to such cases and to cooperate with school staff as appropriate;

J. To respect and maintain the school's property and the property of others;

K. To dress and groom in a manner which meets standards of safety and health and common standards of decency and which is consistent with applicable school district policy;

L. To avoid inaccuracies in student newspapers or publications and refrain from indecent or obscene language;

M. To conduct themselves in an appropriate physical or verbal manner; and

N. To recognize and respect the rights of others.

VIII. CODE OF STUDENT CONDUCT

A. The following are examples of unacceptable behavior subject to disciplinary action by the school district. These examples are not intended to be an exclusive list. Any student who engages in any of these activities shall be disciplined in accordance with this policy. This policy applies to all school buildings, school grounds, and school property or property immediately adjacent to school grounds; school-sponsored activities or trips; school bus stops; school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes; the area of entrance or departure from school premises or events; and all school-related

functions, school-sponsored activities, events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting unacceptable behavior subject to disciplinary action at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events. This policy also applies to any student whose conduct at any time or in any place interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student, other students, or employees.

1. Violations against property including, but not limited to, damage to or destruction of school property or the property of others, failure to compensate for damage or destruction of such property, arson, breaking and entering, theft, robbery, possession of stolen property, extortion, trespassing, unauthorized usage, or vandalism;

2. The use of profanity or obscene language, or the possession of obscene materials;

3. Gambling, including, but not limited to, playing a game of chance for stakes;

4. Violation of the school district's Hazing Prohibition Policy;

5. Attendance problems including, but not limited to, truancy, absenteeism, tardiness, skipping classes, or leaving school grounds without permission;

6. Violation of the school district's Student Attendance Policy;

7. Opposition to authority using physical force or violence;

8. Using, possessing, or distributing tobacco, tobacco-related devices, electronic cigarettes, or tobacco paraphernalia in violation of the school district's Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices Policy;

9. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of alcohol or other intoxicating substances or look-alike substances;

10. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of narcotics, drugs, or other controlled substances (except as prescribed by a physician), or look-alike substances (these prohibitions include medical marijuana or medical cannabis, even when prescribed by a physician, and one student sharing prescription medication with another student);

11. Using, possessing, or distributing items or articles that are illegal or harmful to persons or property including, but not limited to, drug paraphernalia;

12. Using, possessing, or distributing weapons, or look-alike weapons or other dangerous objects;

13. Violation of the school district's Weapons Policy;

14. Violation of the school district's Violence Prevention Policy;

15. Possession of ammunition including, but not limited to, bullets or other projectiles designed to be used in or as a weapon;

16. Possession, use, or distribution of explosives or any compound or mixture, the primary or common purpose or intended use of which is to function as an explosive;

17. Possession, use, or distribution of fireworks or any substance or combination of substances or article prepared for the purpose of producing a visible or an audible effect by combustion, explosion, deflagration or detonation;

18. Using an ignition device, including a butane or disposable lighter or matches, inside an educational building and under circumstances where there is a risk of fire, except where the device is used in a manner authorized by the school;

19. Violation of any local, state, or federal law as appropriate;

20. Acts disruptive of the educational process, including, but not limited to, disobedience, disruptive or disrespectful behavior, defiance of authority, cheating, insolence, insubordination, failure to identify oneself, improper activation of fire alarms, or bomb threats;

21. Violation of the school district's Internet Acceptable Use and Safety Policy;

22. Use of a cell phone in violation of the school district's Internet Acceptable Use and Safety Policy;

23. Violation of school bus or transportation rules or the school district's Student Transportation Safety Policy;

24. Violation of parking or school traffic rules and regulations, including, but not limited to, driving on school property in such a manner as to endanger persons or property;

25. Violation of directives or guidelines relating to lockers or improperly gaining access to a school locker;

26. Violation of the school district's Search of Student Lockers, Desks, Personal Possessions, and Student's Person Policy;

27. Violation of the school district's Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches Policy;

28. Possession or distribution of slanderous, libelous, or pornographic materials;

29. Violation of the school district's Bullying Prohibition Policy;

30. Student attire or personal grooming which creates a danger to health or safety or creates a disruption to the educational process, including clothing which bears a message which is lewd, vulgar, or obscene, apparel promoting products or activities that are illegal for use by minors, or clothing containing objectionable emblems, signs, words, objects, or pictures communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group or which connotes gang membership;

31. Criminal activity;

32. Falsification of any records, documents, notes, or signatures;

33. Tampering with, changing, or altering records or documents of the school district by any method including, but not limited to, computer access or other

electronic means;

34. Scholastic dishonesty which includes, but is not limited to, cheating on a school assignment or test, plagiarism, or collusion, including the use of picture phones or other technology to accomplish this end;

35. Impertinent or disrespectful words, symbols, acronyms, or language, whether oral or written, related to teachers or other school district personnel;

36. Violation of the school district's Harassment and Violence Policy;

37. Actions, including fighting or any other assaultive behavior, which causes or could cause injury to the student or other persons or which otherwise endangers the health, safety, or welfare of teachers, students, other school district personnel, or other persons;

38. Committing an act which inflicts great bodily harm upon another person, even though accidental or a result of poor judgment;

39. Violations against persons, including, but not limited to, assault or threatened assault, fighting, harassment, interference or obstruction, attack with a weapon, or look-alike weapon, sexual assault, illegal or inappropriate sexual conduct, or indecent exposure;

40. Verbal assaults or verbally abusive behavior including, but not limited to, use of words, symbols, acronyms, or language, whether oral or written, that are discriminatory, abusive, obscene, threatening, intimidating, degrading to other people, or threatening to school property;

41. Physical or verbal threats including, but not limited to, the staging or reporting of dangerous or hazardous situations that do not exist;

42. Inappropriate, abusive, threatening, or demeaning actions based on race, color, creed, religion, sex, marital status, status with regard to public assistance, disability, national origin, or sexual orientation;

43. Violation of the school district's Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees Policy;

44. Violation of the school district's one-to-one device rules and regulations;

45. Violation of school rules, regulations, policies, or procedures, including, but not limited to, those policies specifically enumerated in this policy;

46. Other acts, as determined by the school district, which are disruptive of the educational process or dangerous or detrimental to the student or other students, school district personnel or surrounding persons, or which violate the rights of others or which damage or endanger the property of the school, or which otherwise interferes with or obstruct the mission or operations of the school district or the safety or welfare of students or employees.

IX. RECESS AND OTHER BREAKS

A. "Recess detention" means excluding or excessively delaying a student from participating in a scheduled recess period as a consequence for student behavior. Recess detention does not include, among other things, providing alternative recess at the student's choice.

B. The school district is encouraged to ensure student access to structured breaks from the demands of school and to support teachers, principals, and other school staff in their efforts to use evidence-based approaches to reduce exclusionary forms of discipline.

C. The school district must not use recess detention unless:

1. a student causes or is likely to cause serious physical harm to other students or staff;

2. the student's parent or guardian specifically consents to the use of recess detention; or

3. for students receiving special education services, the student's individualized education program team has determined that withholding recess is appropriate based on the individualized needs of the student.

D. The school district must not withhold recess from a student based on incomplete schoolwork.

E. The school district must require school staff to make a reasonable attempt to notify a parent or guardian within 24 hours of using recess detention.

F. The school district must compile information on each recess detention at the end of each school year, including the student's age, grade, gender, race or ethnicity, and special education status. This information must be available to the public upon request. The school district is encouraged to use the data in professional development promoting the use of nonexclusionary discipline.

G. The school district must not withhold or excessively delay a student's participation in scheduled mealtimes. This section does not alter a district or school's existing responsibilities under Minnesota Statutes, section 124D.111 or other state or federal law.

X. DISCIPLINARY ACTION OPTIONS

The general policy of the school district is to utilize progressive discipline to the extent reasonable and appropriate based upon the specific facts and circumstances of student misconduct. The specific form of discipline chosen in a particular case is solely within the discretion of the school district. At a minimum, violation of school district code of conduct, rules, regulations, policies, or procedures will result in discussion of the violation and a verbal warning. The school district shall, however, impose more severe disciplinary sanctions for any violation, including exclusion or expulsion, if warranted by the student's misconduct, as determined by the school district. Disciplinary action may include, but is not limited to, one or more of the following:

A. Student conference with teacher, principal, counselor, or other school district personnel, and verbal warning;

B. Confiscation by school district personnel and/or by law enforcement of any item, article, object, or thing, prohibited by, or used in the violation of, any school district policy, rule, regulation, procedure, or state or federal law. If confiscated by the school district, the confiscated item, article, object, or thing will be released only to the parent/guardian following the completion of any investigation or disciplinary action instituted or taken related to the violation.

C. Parent contact;

D. Parent conference;

E. Removal from class;

F. In-school suspension;

G. Suspension from extracurricular activities;

H. Detention or restriction of privileges;

I. Loss of school privileges;

J. In-school monitoring or revised class schedule;

K. Referral to in-school support services;

L. Referral to community resources or outside agency services;

M. Financial restitution;

N. Referral to police, other law enforcement agencies, or other appropriate authorities;

O. A request for a petition to be filed in district court for juvenile delinquency adjudication;

P. Out-of-school suspension under the Pupil Fair Dismissal Act;

Q. Preparation of an admission or readmission plan;

R. Saturday school;

S. Expulsion under the Pupil Fair Dismissal Act;

T. Exclusion under the Pupil Fair Dismissal Act; and/or

U. Other disciplinary action as deemed appropriate by the school district.

XI. REMOVAL OF STUDENTS FROM CLASS

A. The teacher of record shall have the general control and government of the classroom. Teachers have the responsibility of attempting to modify disruptive student behavior by such means as conferring with the student, using positive reinforcement, assigning detention or other consequences, or contacting the student's parents. When such measures fail, or when the teacher determines it is otherwise appropriate based upon the student's conduct, the teacher shall have the authority to remove the student from class pursuant to the procedures established by this discipline policy. "Removal from class" and "removal" mean any actions taken by a teacher, principal, or other school district employee to prohibit a student from attending a class or activity period for a period of time not to exceed five (5) days, pursuant to this discipline policy.

Grounds for removal from class shall include any of the following:

1. Willful conduct that significantly disrupts the rights of others to an education, including conduct that interferes with a teacher's ability to teach or communicate effectively with students in a class or with the ability of other students to learn;

2. Willful conduct that endangers surrounding persons, including school district employees, the student or other students, or the property of the school;

3. Willful violation of any school rules, regulations, policies or procedures, including the Code of Student Conduct in this policy; or

4. Other conduct, which in the discretion of the teacher or administration, requires removal of the student from class.

Such removal shall be for at least one (1) activity period or class period of instruction for a given course of study and shall not exceed five (5) such periods.

A student must be removed from class immediately if the student engages in assault or violent behavior. "Assault" is an act done with intent to cause fear in another of immediate bodily harm or death; or the intentional infliction of, or attempt to inflict, bodily harm upon another.

B. If a student is removed from class more than ten (10) times in a school year, the school district shall notify the parent or guardian of the student's tenth removal from class and make reasonable attempts to convene a meeting with the student's parent or guardian to discuss the problem that is causing the student to be removed from class.

C. Procedures for Removal of a Student From a Class.

1. ~~Specify procedures to remove a student from a class to be followed by a teacher, school administrator, or other school district employee to remove a student from a class;~~ All students have a right to learn and teachers the right to teach. Disruption to the learning process may result in the loss of privilege to remain in the class.
   A. Teacher will notify support staff of need for removal after preventative and responsive practices have been conducted.
   B. Support staff will engage in restorative and/or disciplinary actions following the code of conduct.

~~2. Specify required approvals necessary;~~

~~3.~~2. ~~Specify paperwork and reporting procedures~~. Behaviors under the major category in the student handbook are documented in the Student Information System.

D. Period of Time for which a Student may be Removed from a Class (may not exceed five (5) class periods for a violation of a rule of conduct)

1. The removal from class shall be for a period of time deemed appropriate by the principal, in consultation with the teacher.

E. Responsibility for and Custody of a Student Removed from Class.

1. ~~Designation of where student is to go when removed;~~

~~2.~~ ~~Designation of how student is to get to designated destination;~~ Support staff will determine appropriate location away from the classroom setting.

~~3. Whether student must be accompanied;~~

4. ~~Statement of what student is to do when and while removed;~~The level of response will vary depending on the level of behavior as articulated in the

Interventions and Disciplinary Actions section of the District Student Handbook

5. ~~Designation of who has control over and responsibility for student after removal from class.~~The support staff or administration will have responsibility of the student while receiving intervention unless responsibility has been turned over to the parent or guardian.

F. Procedures for Return of a Student to a Specific Class from Which the Student was Removed.

1. ~~Specification of procedures;~~

2. ~~Actions or approvals required such as notes, conferences, readmission plans.~~Procedures for re-entry to the classroom could contain but is not limited to harm repair, conferencing, readmission plan as determined by support staff or administration with collaboration of the classroom teacher.

G. Procedures for Notifying a Student and the Student's Parents or Guardian of Violation of the Rules of Conduct and of Resulting Disciplinary Actions;

1. ~~Specification of Procedures; Specify procedures for notifying students and parents/guardians of violations of the rules of conduct and resulting disciplinary action;~~

2. ~~Actions or approvals required, such as notes, conferences, readmission plans.~~All behaviors categorized as major and unlawful as communicated through our Code of Conduct in the Student Handbook which result in disciplinary action require parent or guardian notification.

H. Disabled Students; Special Provisions.

1. ~~Procedures for~~ Administration and/or case managers will consider~~ation of~~ whether there is a need for further assessment;

2. ~~Procedures for~~ An IEP team will consider~~ation of~~ whether there is a need for a review of the adequacy of the current Individualized Education Program (IEP) of a disabled student who is removed from class or disciplined; and

3. Any ~~procedures~~ determined appropriate services for referring students in need of additional or alternate special education services ~~to those services.~~

I. Procedures for Detecting and Addressing Chemical Abuse Problems of Students While on School Premises.

1. ~~Establishment of a chemical abuse preassessment team pursuant to Minnesota Statutes, section 121A.26;~~

2. ~~Establishment of teacher reporting procedures to the chemical abuse preassessment team~~ pPursuant to Minnesota Statutes section 121A.29 a teacher who knows or has reason to believe that a student is using, possessing, or transferring alcohol or a controlled substance while on the school premises or involved in school-related activities, shall immediately notify the school administration.

J. Procedures for Immediate and Appropriate Interventions Tied to Violations of the Code of Student Conduct.

1. Teachers will follow the identified Positive Behavior Intervention and supports

as identified by each site's PBIS team.

XII. DISMISSAL

A. "Dismissal" means the denial of the current educational program to any student, including exclusion, expulsion, and suspension. Dismissal does not include removal from class.

The school district shall not deny due process or equal protection of the law to any student involved in a dismissal proceeding which may result in suspension, exclusion or expulsion.

The school district shall not dismiss any student without attempting to before dismissal proceedings or pupil withdrawal agreements, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property.

B. Violations leading to suspension, based upon severity, may also be grounds for actions leading to expulsion, and/or exclusion. A student may be dismissed on any of the following grounds:

1. Willful violation of any reasonable school board regulation, including those found in this policy;

2. Willful conduct that significantly disrupts the rights of others to an education, or the ability of school personnel to perform their duties, or school sponsored extracurricular activities; or

3. Willful conduct that endangers the student or other students, or surrounding persons, including school district employees, or property of the school.

C. Disciplinary Dismissals Prohibited

1. A pupil enrolled in the following is not subject to dismissals under the Pupil Fair Dismissal Act:

   a. a preschool or prekindergarten program, including an early childhood family education, school readiness, school readiness plus, voluntary prekindergarten, Head Start, or other school-based preschool or prekindergarten program; or

   b. kindergarten through Grade 3.

2. This section does not apply to a dismissal from school for less than one school day, except as provided under Minnesota Statutes, chapter 125A and federal law for a student receiving special education services.

3. Notwithstanding this section, expulsions and exclusions may be used only after resources outlined under Nonexclusionary discipline have been exhausted, and only in circumstances where there is an ongoing serious safety threat to the child or others.

D. <u>Suspension Procedures</u>

1. "Suspension" means an action by the school administration, under rules promulgated by the School Board, prohibiting a student from attending school for a period of no more than ten (10) school days; provided, however, if a

suspension is longer than five (5) school days, the suspending administrator shall provide the superintendent with a reason for the longer term of suspension. This definition does not apply to dismissal for one (1) school day or less where a student with a disability does not receive regular or special education instruction during that dismissal period.

2. School administration must allow a suspended pupil the opportunity to complete all school work assigned during the period of the pupil's suspension and to receive full credit for satisfactorily completing the assignments. The school principal or other person having administrative control of the school building or program is encouraged to designate a district or school employee as a liaison to work with the pupil's teachers to allow the suspended pupil to (1) receive timely course materials and other information, and (2) complete daily and weekly assignments and receive teachers' feedback.

3. If a student's total days of removal from school exceed ten (10) cumulative days in a school year, the school district shall make reasonable attempts to convene a meeting with the student and the student's parent or guardian before subsequently removing the student from school and, with the permission of the parent or guardian, arrange for a mental health screening for the student at the parent or guardian's expense. The purpose of this meeting is to attempt to determine the student's need for assessment or other services or whether the parent or guardian should have the student assessed or diagnosed to determine whether the student needs treatment for a mental health disorder.

4. The definition of suspension under Minnesota Statutes, section 121A.41, subdivision 10, does not apply to a student's dismissal from school for one school day or less, except as provided under federal law for a student with a disability. Each suspension action may include a readmission plan. The plan shall include, where appropriate, a provision for implementing alternative educational services upon readmission which must not be used to extend the current suspension. A readmission plan must not obligate a parent or guardian to provide psychotropic drugs to their student as a condition of readmission. School administration must not use the refusal of a parent or guardian to consent to the administration of psychotropic drugs to their student or to consent to a psychiatric evaluation, screening, or examination of the student as a ground, by itself, to prohibit the student from attending class or participating in a school-related activity, or as a basis of a charge of child abuse, child neglect, or medical or educational neglect. The school administration may not impose consecutive suspensions against the same student for the same course of conduct, or incident of misconduct, except where the student will create an immediate and substantial danger to self or to surrounding persons or property or where the school district is in the process of initiating an expulsion, in which case the school administration may extend the suspension to a total of fifteen (15) days.

5. A child with a disability may be suspended. When a child with a disability has been suspended for more than five (5) consecutive days or ten (10) cumulative school days in the same year, and that suspension does not involve a recommendation for expulsion or exclusion or other change in placement under federal law, relevant members of the child's IEP team, including at least one of the child's teachers, shall meet and determine the extent to which the child needs services in order to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals in the child's IEP. That meeting must occur as soon as possible, but no more than ten (10) days after the sixth (6^{th}) consecutive day of suspension or the tenth (10^{th}) cumulative day of suspension has elapsed.

6. Alternative education services must be provided to a pupil who is suspended for more than five (5) consecutive school days. Alternative educational services may include, but are not limited to, special tutoring, modified curriculum, modified instruction, other modifications or adaptations, instruction through electronic media, special education services as indicated by appropriate assessments, homebound instruction, supervised homework, or enrollment in another district or in an alternative learning center under Minnesota Statutes, section 123A.05 selected to allow the student to progress toward meeting graduation standards under Minnesota Statutes, section 120B.02, although in a different setting.

7. The school administration shall not suspend a student from school without an informal administrative conference with the student. The informal administrative conference shall take place before the suspension, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property, in which case the conference shall take place as soon as practicable following the suspension. At the informal administrative conference, a school administrator shall notify the student of the grounds for the suspension, provide an explanation of the evidence the authorities have, and the student may present the student's version of the facts. A separate administrative conference is required for each period of suspension.

8. After school administration notifies a student of the grounds for suspension, school administration may, instead of imposing the suspension, do one or more of the following:

    a. strongly encourage a parent or guardian of the student to attend school with the student for one day;

    b. assign the student to attend school on Saturday as supervised by the principal or the principal's designee; and

    c. petition the juvenile court that the student is in need of services under Minnesota Statutes chapter 260C.

9. A written notice containing the grounds for suspension, a brief statement of the facts, a description of the testimony, a readmission plan, and a copy of the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56, shall be personally served upon the student at or before the time the suspension is to take effect, and upon the student's parent or guardian by mail within forty-eight (48) hours of the conference. (See attached sample Notice of Suspension.)

10. The school administration shall make reasonable efforts to notify the student's parent or guardian of the suspension by telephone as soon as possible following suspension.

11. In the event a student is suspended without an informal administrative conference on the grounds that the student will create an immediate and substantial danger to surrounding persons or property, the written notice shall be served upon the student and the student's parent or guardian within forty-eight (48) hours of the suspension. Service by mail shall be complete upon mailing.

12. Notwithstanding the foregoing provisions, the student may be suspended pending the school board's decision in an expulsion or exclusion proceeding,

provided that alternative educational services are implemented to the extent that suspension exceeds five (5) consecutive school days.

E. Expulsion and Exclusion Procedures

1. "Expulsion" means a school board action to prohibit an enrolled student from further attendance for up to twelve (12) months from the date the student is expelled. The authority to expel rests with the school board.

2. "Exclusion" means an action taken by the school board to prevent enrollment or re-enrollment of a student for a period that shall not extend beyond the school year. The authority to exclude rests with the school board.

3. All expulsion and exclusion proceedings will be held pursuant to and in accordance with the provisions of the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56.

4. No expulsion or exclusion shall be imposed without a hearing, unless the right to a hearing is waived in writing by the student and parent or guardian.

5. The student and parent or guardian shall be provided written notice of the school district's intent to initiate expulsion or exclusion proceedings. This notice shall be served upon the student and his or her parent or guardian personally or by mail, and shall contain a complete statement of the facts; a list of the witnesses and a description of their testimony; state the date, time and place of hearing; be accompanied by a copy of the Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56; describe the nonexclusionary disciplinary practices accorded the student in an attempt to avoid the expulsion proceedings; and inform the student and parent or guardian of their right to: (1) have a representative of the student's own choosing, including legal counsel at the hearing; (2) examine the student's records before the hearing; (3) present evidence; and (4) confront and cross-examine witnesses. The school district must advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from the Minnesota Department of Education (MDE) and is posted on its website.

6. The hearing shall be scheduled within ten (10) days of the service of the written notice unless an extension, not to exceed five (5) days, is requested for good cause by the school district, student, parent, or guardian.

7. All hearings shall be held at a time and place reasonably convenient to the student, parent, or guardian and shall be closed, unless the student, parent, or guardian requests an open hearing.

8. The school district shall record the hearing proceedings at district expense, and a party may obtain a transcript at its own expense.

9. The student shall have a right to a representative of the student's own choosing, including legal counsel, at the student's sole expense. The school district shall advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from MDE. The school board may appoint an attorney to represent the school district in any proceeding.

10. If the student designates a representative other than the parent or guardian, the representative must have a written authorization from the student and the parent or guardian providing them with access to and/or copies of the

student's records.

11. All expulsion or exclusion hearings shall take place before and be conducted by an independent hearing officer designated by the school district. The hearing shall be conducted in a fair and impartial manner. Testimony shall be given under oath and the hearing officer shall have the power to issue subpoenas and administer oaths.

12. At a reasonable time prior to the hearing, the student, parent or guardian, or authorized representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the proposed dismissal action may be based.

13. The student, parent or guardian, or authorized representative, shall have the right to compel the presence of any school district employee or agent or any other person who may have evidence upon which the proposed dismissal action may be based, and to confront and cross-examine any witnesses testifying for the school district.

14. The student, parent or guardian, or authorized representative, shall have the right to present evidence and testimony, including expert psychological or educational testimony.

15. The student cannot be compelled to testify in the dismissal proceedings.

16. The hearing officer shall prepare findings and a recommendation based solely upon substantial evidence presented at the hearing, which must be made to the school board and served upon the parties within two (2) days after the close of the hearing.

17. The school board shall base its decision upon the findings and recommendation of the hearing officer and shall render its decision at a meeting held within five (5) days after receiving the findings and recommendation. The school board may provide the parties with the opportunity to present exceptions and comments to the hearing officer's findings and recommendation provided that neither party presents any evidence not admitted at the hearing. The decision by the school board must be based on the record, must be in writing, and must state the controlling facts on which the decision is made in sufficient detail to apprise the parties and the Commissioner of the Minnesota Department of Education (Commissioner) of the basis and reason for the decision.

18. A party to an expulsion or exclusion decision made by the school board may appeal the decision to the Commissioner within twenty-one (21) calendar days of school board action pursuant to Minnesota Statutes section 121A.49. The decision of the school board shall be implemented during the appeal to the Commissioner.

19. The school district shall report any suspension, expulsion or exclusion action taken to the appropriate public service agency, when the student is under the supervision of such agency.

20. The school district must report, through the MDE electronic reporting system, each expulsion or exclusion within thirty (30) days of the effective date of the action to the Commissioner. This report must include a statement of alternative educational services given the student and the reason for, the effective date, and the duration of the exclusion or expulsion. The report must also include the student's age, grade, gender, race, and special education

status. The dismissal report must include state student identification numbers of affected students.

21. Whenever a student fails to return to school within ten (10) school days of the termination of dismissal, a school administrator shall inform the student and his/her parent or guardian by mail of the student's right to attend and to be reinstated in the school district.

XIII. ADMISSION OR READMISSION PLAN

A school administrator must prepare and enforce an admission or readmission plan for any student who is excluded or expelled from school. The plan must include measures to improve the student's behavior, which may include completing a character education program consistent with Minnesota Statutes, section 120B.232, subdivision 1, social and emotional learning, counseling, social work services, mental health services, referrals for special education or 504 evaluation, and evidence-based academic interventions. The plan must include reasonable attempts to obtain parental involvement in the admission or readmission process, and may indicate the consequences to the student of not improving the student's behavior. The readmission plan must not obligate parents to provide a sympathomimetic medication for their child as a condition of readmission.

XIV. NOTIFICATION OF POLICY VIOLATIONS

Notification of any violation of this policy and resulting disciplinary action shall be as provided herein, or as otherwise provided by the Pupil Fair Dismissal Act or other applicable law. The teacher, principal or other school district official may provide additional notification as deemed appropriate.

In addition, the school district must report, through the MDE electronic reporting system, each exclusion or expulsion, each physical assault of a school district employee by a pupil, and each pupil withdrawal agreement within thirty (30) days of the effective date of the dismissal action, pupil withdrawal, or assault, to the MDE Commissioner. This report must include a statement of the nonexclusionary disciplinary practices, or other sanction, intervention, or resolution in response to the assault given to the pupil and the reason for, the effective date, and the duration of the exclusion or expulsion or other sanction, intervention, or resolution. The report must also include the pupil's age, grade, gender, race, and special education status.

XV. STUDENT DISCIPLINE RECORDS

The policy of the school district is that complete and accurate student discipline records be maintained. The collection, dissemination, and maintenance of student discipline records shall be consistent with applicable school district policies and federal and state law, including the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13.

XVI. STUDENTS WITH DISABILITIES

Students who are currently identified as eligible under the IDEA or Section 504 will be subject to the provisions of this policy, unless the student's IEP or 504 plan specifies a necessary modification.

Before initiating an expulsion or exclusion of a student with a disability, relevant members of the child's IEP team and the child's parent shall, consistent with federal law, conduct a manifestation determination and determine whether the child's behavior was (i) caused by or had a direct and substantial relationship to the child's disability and (ii) whether the child's conduct was a direct result of a failure to implement the child's IEP. If the student's educational program is appropriate and the behavior is <u>not</u> a manifestation of the student's disability, the school district will proceed with discipline – up to and including expulsion – as if the student did not have a disability, unless the student's educational program provides

otherwise. If the team determines that the behavior subject to discipline is a manifestation of the student's disability, the team shall conduct a functional behavioral assessment and implement a behavioral intervention plan for such student provided that the school district had not conducted such assessment prior to the manifestation determination before the behavior that resulted in a change of placement. Where a behavioral intervention plan previously has been developed, the team will review the behavioral intervention plan and modify it as necessary to address the behavior.

When a student who has an IEP is excluded or expelled for misbehavior that is not a manifestation of the student's disability, the school district shall continue to provide special education and related services during the period of expulsion or exclusion.

XVII. OPEN ENROLLED STUDENTS

The school district may terminate the enrollment of a nonresident student enrolled under an Enrollment Option Program (Minnesota Statutes section 124D.03) or Enrollment in Nonresident District (Minnesota Statutes section 124D.08) at the end of a school year if the student meets the definition of a habitual truant, the student has been provided appropriate services for truancy (Minnesota Statutes chapter 260A), and the student's case has been referred to juvenile court. The school district may also terminate the enrollment of a nonresident student over the age of seventeen (17) enrolled under an Enrollment Options Program if the student is absent without lawful excuse for one or more periods on fifteen (15) school days and has not lawfully withdrawn from school.

XVIII. DISCIPLINE COMPLAINT PROCEDURE

Students, parents and other guardians, and school staff may file a complaint and seek corrective action when the requirements of the Minnesota Pupil Fair Dismissal Act, including the implementation of the local behavior and discipline policies, are not being implemented appropriately or are being discriminately applied.

The Discipline Complaint Procedure must, at a minimum:

1. provide procedures for communicating this policy including the ability for a parent to appeal a decision under Minnesota Statutes, section 121A.49 that contains explicit instructions for filing the complaint;

2. provide an opportunity for involved parties to submit additional information related to the complaint;

3. provide a procedure to begin to investigate complaints within three school days of receipt, and identify personnel who will manage the investigation and any resulting record and are responsible for keeping and regulating access to any record;

4. provide procedures for issuing a written determination to the complainant that addresses each allegation and contains findings and conclusions;

5. if the investigation finds the requirements of Minnesota Statutes, sections 121A.40 to 121A.61, including any local policies that were not implemented appropriately, contain procedures that require a corrective action plan to correct a student's record and provide relevant staff with training, coaching, or other accountability practices to ensure appropriate compliance with policies in the future; and

6. prohibit reprisals or retaliation against any person who asserts, alleges, or reports a complaint, and provide procedures for applying appropriate consequences for a person who engages in reprisal or retaliation.

XIX. DISTRIBUTION OF POLICY

The school district will notify students and parents of the existence and contents of this policy in such manner as it deems appropriate. Copies of this discipline policy shall be made available to all students and parents at the commencement of each school year and to all new students and parents upon enrollment. This policy shall also be available upon request in each principal's office.

XX. REVIEW OF POLICY

The principal and representatives of parents, students and staff in each school building shall confer at least annually to review this discipline policy, determine if the policy is working as intended, and to assess whether the discipline policy has been enforced. Any recommended changes shall be submitted to the superintendent for consideration by the school board, which shall conduct an annual review of this policy.

Legal References:
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota Students)
Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 121A.26 (School Preassessment Teams)
Minn. Stat. § 121A.29 (Reporting; Chemical Abuse)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.575 (Alternatives to Pupil Suspension)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. §§ 121A.60 (Definitions)
Minn. Stat. § 121A.61 (Discipline and Removal of Students from Class)
Minn. Stat. § 122A.42 (General Control of Schools)
Minn. Stat. § 123A.05 (State-Approved Alternative Program Organization)
Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Stat. § 124D.08 (School Boards' Approval to Enroll in Nonresident District; Exceptions)
Minn. Stat. Ch. 125A (Special Education and Special Programs)
Minn. Stat. § 152.22, Subd. 6 (Definitions)
Minn. Stat. § 152.23 (Limitations)
Minn. Stat. Ch. 260A (Truancy)
Minn. Stat. Ch. 260C (Juvenile Safety and Placement)
20 U.S.C. §§ 1400-1487 (Individuals with Disabilities Education Act)
29 U.S.C. § 794 *et seq*. (Rehabilitation Act of 1973, § 504)
34 C.F.R. § 300.530(e)(1) (Manifestation Determination)

Cross References:
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 419 (Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices)
MSBA/MASA Model Policy 501 (School Weapons)
MSBA/MASA Model Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)
MSBA/MASA Model Policy 503 (Student Attendance)
MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)
MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)
MSBA/MASA Model Policy 525 (Violence Prevention)
MSBA/MASA Model Policy 526 (Hazing Prohibition)
MSBA/MASA Model Policy 527 (Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches)
MSBA/MASA Model Policy 610 (Field Trips)

MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)
MSBA/MASA Model Policy 711 (Video Recording on School Buses)
MSBA/MASA Model Policy 712 (Video Surveillance Other Than on Buses)

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First Reading: 11.21.23
Second Reading:

*Adopted:*_____ *MSBA/MASA Model Policy 506*
Orig. 1995
*Revised:*_____ *Rev. 2023*

506 STUDENT DISCIPLINE

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

I. PURPOSE

The purpose of this policy is to ensure that students are aware of and comply with the school district's expectations for student conduct. Such compliance will enhance the school district's ability to maintain discipline and ensure that there is no interference with the educational process. The school district will take appropriate disciplinary action when students fail to adhere to the Code of Student Conduct established by this policy.

II. GENERAL STATEMENT OF POLICY

The school board recognizes that individual responsibility and mutual respect are essential components of the educational process. The school board further recognizes that nurturing the maturity of each student is of primary importance and is closely linked with the balance that must be maintained between authority and self-discipline as the individual progresses from a child's dependence on authority to the more mature behavior of self-control.

All students are entitled to learn and develop in a setting which promotes respect of self, others, and property. Proper positive discipline can only result from an environment which provides options and stresses student self-direction, decision-making, and responsibility. Schools can function effectively only with internal discipline based on mutual understanding of rights and responsibilities.

Students must conduct themselves in an appropriate manner that maintains a climate in which learning can take place. Overall decorum affects student attitudes and influences student behavior. Proper student conduct is necessary to facilitate the education process and to create an atmosphere conducive to high student achievement.

Although this policy emphasizes the development of self-discipline, it is recognized that there are instances when it will be necessary to administer disciplinary measures. The position of the school district is that a fair and equitable district-wide student discipline policy will contribute to the quality of the student's educational experience. This discipline policy is adopted in accordance with and subject to the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56.

In view of the foregoing and in accordance with Minnesota Statutes, section 121A.55, the school board, with the participation of school district administrators, teachers, employees, students, parents, community members, and such other individuals and organizations as appropriate, has developed this policy which governs student conduct and applies to all students of the school district.

III. DEFINITIONS

A. "Nonexclusionary disciplinary policies and practices" means policies and practices that are alternatives to dismissing a pupil from school, including but not limited to evidence-based positive behavior interventions and supports, social and emotional services, school-linked mental health services, counseling services, social work services, academic screening for Title 1 services or reading interventions, and alternative education services. Nonexclusionary disciplinary policies and practices

include but are not limited to the policies and practices under sections 120B.12; 121A.575, clauses (1) and (2); 121A.031, subdivision 4, paragraph (a), clause (1); 121A.61, subdivision 3, paragraph (r); and 122A.627, clause (3).

B. "Pupil withdrawal agreement" means a verbal or written agreement between a school administrator or district administrator and a pupil's parent to withdraw a student from the school district to avoid expulsion or exclusion dismissal proceedings. The duration of the withdrawal agreement cannot be for more than a 12-month period.

IV. POLICY

A. The school board must establish uniform criteria for dismissal and adopt written policies and rules to effectuate the purposes of the Minnesota Pupil Fair Dismissal Act. The policies must include nonexclusionary disciplinary policies and practices consistent with Minnesota Statutes, section 121A.41, subdivision 12, and must emphasize preventing dismissals through early detection of problems. The policies must be designed to address students' inappropriate behavior from recurring.

B. The policies must recognize the continuing responsibility of the school for the education of the pupil during the dismissal period.

C. The school is responsible for ensuring that alternative educational services, if the pupil wishes to take advantage of them, must be adequate to allow the pupil to make progress toward meeting the graduation standards adopted under Minnesota Statutes, section 120B.02 and help prepare the pupil for readmission in accordance with section Minnesota Statutes, section 121A.46, subdivision 5.

D. For expulsion and exclusion dismissals and pupil withdrawal agreements as defined in Minnesota Statutes, section 121A.41, subdivision 13:

1. for a pupil who remains enrolled in the school district or is awaiting enrollment in a new district, the school district's continuing responsibility includes reviewing the pupil's schoolwork and grades on a quarterly basis to ensure the pupil is on track for readmission with the pupil's peers. The school district must communicate on a regular basis with the pupil's parent or guardian to ensure that the pupil is completing the work assigned through the alternative educational services as defined in Minnesota Statutes, section 121A.41, subdivision 11. These services are required until the pupil enrolls in another school or returns to the same school;

2. a pupil receiving school-based or school-linked mental health services in the school district under Minnesota Statutes, section 245.4889 continues to be eligible for those services until the pupil is enrolled in a new district; and

3. the school district must provide to the pupil's parent or guardian information on accessing mental health services, including any free or sliding fee providers in the community. The information must also be posted on the school district website.

V. AREAS OF RESPONSIBILITY

A. The School Board. The school board holds all school personnel responsible for the maintenance of order within the school district and supports all personnel acting within the framework of this discipline policy.

B. Superintendent. The superintendent shall establish guidelines and directives to carry out this policy, hold all school personnel, students, and parents responsible for conforming to this policy, and support all school personnel performing their duties

within the framework of this policy. The superintendent shall also establish guidelines and directives for using the services of appropriate agencies for assisting students and parents. Any guidelines or directives established to implement this policy shall be submitted to the school board for approval and shall be attached as an addendum to this policy.

C. Principal. The school principal is given the responsibility and authority to formulate building rules and regulations necessary to enforce this policy, subject to final school board approval. The principal shall give direction and support to all school personnel performing their duties within the framework of this policy. The principal shall consult with parents of students conducting themselves in a manner contrary to the policy. The principal shall also involve other professional employees in the disposition of Behavior referrals and shall make use of those agencies appropriate for assisting students and parents. A principal, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to ~~correct or~~ restrain a student to ~~or~~ prevent imminent bodily harm or death to the student or another.

D. Teachers. All teachers shall be responsible for providing a well-planned teaching/learning environment and shall have primary responsibility for student conduct, with appropriate assistance from the administration. All teachers shall enforce the Code of Student Conduct. In exercising the teacher's lawful authority, a teacher may use reasonable force when it is necessary under the circumstances to ~~correct or~~ restrain a student to ~~or~~ prevent imminent bodily harm or death to the student or another.

E. Other School District Personnel. All school district personnel shall be responsible for contributing to the atmosphere of mutual respect within the school. Their responsibilities relating to student behavior shall be as authorized and directed by the superintendent. A school employee, school bus driver, or other agent of a school district, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to restrain a student to ~~or~~ prevent bodily harm or death to the student or another.

F. Parents or Legal Guardians. Parents and guardians shall be held responsible for the behavior of their children as determined by law and community practice. They are expected to cooperate with school authorities and to participate regarding the behavior of their children.

G. Students. All students shall be held individually responsible for their behavior and for knowing and obeying the Code of Student Conduct and this policy.

H. Community Members. Members of the community are expected to contribute to the establishment of an atmosphere in which rights and duties are effectively acknowledged and fulfilled.

I. Reasonable Force Reports

1. The school district must report data on its use of any reasonable force used on a student with a disability to correct or restrain the student to prevent imminent bodily harm or death to the student or another that is consistent with the definition of physical holding under Minnesota Statutes, section 125A.0941, paragraph (c), as outlined in section 125A.0942, subdivision 3, paragraph (b).

2. Beginning with the 2024-2025 school year, the school district must report annually by July 15, in a form and manner determined by the MDE Commissioner, data from the prior school year about any reasonable force used on a general education student to correct or restrain the student to

prevent imminent bodily harm or death to the student or another that is consistent with the definition of physical holding under Minnesota Statutes, section 125A.0941, paragraph (c).

3. Any reasonable force used under Minnesota Statutes, sections 121A.582; 609.06, subdivision 1; and 609.379 which intends to hold a child immobile or limit a child's movement where body contact is the only source of physical restraint or confines a child alone in a room from which egress is barred shall be reported to the Minnesota Department of Education as a restrictive procedure, including physical holding or seclusion used by an unauthorized or untrained staff person.

VI. STUDENT RIGHTS

All students have the right to an education and the right to learn.

VII. STUDENT RESPONSIBILITIES

All students have the responsibility:

A. For their behavior and for knowing and obeying all school rules, regulations, policies, and procedures;

B. To attend school daily, except when excused, and to be on time to all classes and other school functions;

C. To pursue and attempt to complete the courses of study prescribed by the state and local school authorities;

D. To make necessary arrangements for making up work when absent from school;

E. To assist the school staff in maintaining a safe school for all students;

F. To be aware of all school rules, regulations, policies, and procedures, including those in this policy, and to conduct themselves in accord with them;

G. To assume that until a rule or policy is waived, altered, or repealed, it is in full force and effect;

H. To be aware of and comply with federal, state, and local laws;

I. To volunteer information in disciplinary cases should they have any knowledge relating to such cases and to cooperate with school staff as appropriate;

J. To respect and maintain the school’s property and the property of others;

K. To dress and groom in a manner which meets standards of safety and health and common standards of decency and which is consistent with applicable school district policy;

L. To avoid inaccuracies in student newspapers or publications and refrain from indecent or obscene language;

M. To conduct themselves in an appropriate physical or verbal manner; and

N. To recognize and respect the rights of others.

VIII. CODE OF STUDENT CONDUCT

A. The following are examples of unacceptable behavior subject to disciplinary action by the school district. These examples are not intended to be an exclusive list. Any student who engages in any of these activities shall be disciplined in accordance with this policy. This policy applies to all school buildings, school grounds, and school property or property immediately adjacent to school grounds; school-sponsored activities or trips; school bus stops; school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes; the area of entrance or departure from school premises or events; and all school-related functions, school-sponsored activities, events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting unacceptable behavior subject to disciplinary action at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events. This policy also applies to any student whose conduct at any time or in any place interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student, other students, or employees.

1. Violations against property including, but not limited to, damage to or destruction of school property or the property of others, failure to compensate for damage or destruction of such property, arson, breaking and entering, theft, robbery, possession of stolen property, extortion, trespassing, unauthorized usage, or vandalism;

2. The use of profanity or obscene language, or the possession of obscene materials;

3. Gambling, including, but not limited to, playing a game of chance for stakes;

4. Violation of the school district's Hazing Prohibition Policy;

5. Attendance problems including, but not limited to, truancy, absenteeism, tardiness, skipping classes, or leaving school grounds without permission;

6. Violation of the school district's Student Attendance Policy;

7. Opposition to authority using physical force or violence;

8. Using, possessing, or distributing tobacco, tobacco-related devices, electronic cigarettes, or tobacco paraphernalia in violation of the school district's Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices Policy;

9. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of alcohol or other intoxicating substances or look-alike substances;

10. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of narcotics, drugs, or other controlled substances (except as prescribed by a physician), or look-alike substances (these prohibitions include medical marijuana or medical cannabis, even when prescribed by a physician, and one student sharing prescription medication with another student);

11. Using, possessing, or distributing items or articles that are illegal or harmful to persons or property including, but not limited to, drug paraphernalia;

12. Using, possessing, or distributing weapons, or look-alike weapons or other

dangerous objects;

13. Violation of the school district's Weapons Policy;

14. Violation of the school district's Violence Prevention Policy;

15. Possession of ammunition including, but not limited to, bullets or other projectiles designed to be used in or as a weapon;

16. Possession, use, or distribution of explosives or any compound or mixture, the primary or common purpose or intended use of which is to function as an explosive;

17. Possession, use, or distribution of fireworks or any substance or combination of substances or article prepared for the purpose of producing a visible or an audible effect by combustion, explosion, deflagration or detonation;

18. Using an ignition device, including a butane or disposable lighter or matches, inside an educational building and under circumstances where there is a risk of fire, except where the device is used in a manner authorized by the school;

19. Violation of any local, state, or federal law as appropriate;

20. Acts disruptive of the educational process, including, but not limited to, disobedience, disruptive or disrespectful behavior, defiance of authority, cheating, insolence, insubordination, failure to identify oneself, improper activation of fire alarms, or bomb threats;

21. Violation of the school district's Internet Acceptable Use and Safety Policy;

22. Use of a cell phone in violation of the school district's Internet Acceptable Use and Safety Policy; ~~Possession of nuisance devices or objects which cause distractions and may facilitate cheating including, but not limited to, pagers, radios, and phones, including picture phones;~~

23. Violation of school bus or transportation rules or the school district's Student Transportation Safety Policy;

24. Violation of parking or school traffic rules and regulations, including, but not limited to, driving on school property in such a manner as to endanger persons or property;

25. Violation of directives or guidelines relating to lockers or improperly gaining access to a school locker;

26. Violation of the school district's Search of Student Lockers, Desks, Personal Possessions, and Student's Person Policy;

27. Violation of the school district's Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches Policy;

28. Possession or distribution of slanderous, libelous, or pornographic materials;

29. Violation of the school district's Bullying Prohibition Policy;

30. Student attire or personal grooming which creates a danger to health or safety or creates a disruption to the educational process, including clothing which bears a message which is lewd, vulgar, or obscene, apparel promoting

products or activities that are illegal for use by minors, or clothing containing objectionable emblems, signs, words, objects, or pictures communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group or which connotes gang membership;

31. Criminal activity;

32. Falsification of any records, documents, notes, or signatures;

33. Tampering with, changing, or altering records or documents of the school district by any method including, but not limited to, computer access or other electronic means;

34. Scholastic dishonesty which includes, but is not limited to, cheating on a school assignment or test, plagiarism, or collusion, including the use of picture phones or other technology to accomplish this end;

35. Impertinent or disrespectful words, symbols, acronyms, or language, whether oral or written, related to teachers or other school district personnel;

36. Violation of the school district's Harassment and Violence Policy;

37. Actions, including fighting or any other assaultive behavior, which causes or could cause injury to the student or other persons or which otherwise endangers the health, safety, or welfare of teachers, students, other school district personnel, or other persons;

38. Committing an act which inflicts great bodily harm upon another person, even though accidental or a result of poor judgment;

39. Violations against persons, including, but not limited to, assault or threatened assault, fighting, harassment, interference or obstruction, attack with a weapon, or look-alike weapon, sexual assault, illegal or inappropriate sexual conduct, or indecent exposure;

40. Verbal assaults or verbally abusive behavior including, but not limited to, use of words, symbols, acronyms, or language, whether oral or written, that are discriminatory, abusive, obscene, threatening, intimidating, degrading to other people, or threatening to school property;

41. Physical or verbal threats including, but not limited to, the staging or reporting of dangerous or hazardous situations that do not exist;

42. Inappropriate, abusive, threatening, or demeaning actions based on race, color, creed, religion, sex, marital status, status with regard to public assistance, disability, national origin, or sexual orientation;

43. Violation of the school district's Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees Policy;

44. Violation of the school district's one-to-one device rules and regulations;

45. Violation of school rules, regulations, policies, or procedures, including, but not limited to, those policies specifically enumerated in this policy;

46. Other acts, as determined by the school district, which are disruptive of the educational process or dangerous or detrimental to the student or other students, school district personnel or surrounding persons, or which violate the

rights of others or which damage or endanger the property of the school, or which otherwise interferes with or obstruct the mission or operations of the school district or the safety or welfare of students or employees.

IX. RECESS AND OTHER BREAKS

A. "Recess detention" means excluding or excessively delaying a student from participating in a scheduled recess period as a consequence for student behavior. Recess detention does not include, among other things, providing alternative recess at the student's choice.

B. The school district is encouraged to ensure student access to structured breaks from the demands of school and to support teachers, principals, and other school staff in their efforts to use evidence-based approaches to reduce exclusionary forms of discipline.

C. The school district must not use recess detention unless:

1. a student causes or is likely to cause serious physical harm to other students or staff;

2. the student's parent or guardian specifically consents to the use of recess detention; or

3. for students receiving special education services, the student's individualized education program team has determined that withholding recess is appropriate based on the individualized needs of the student.

D. The school district must not withhold recess from a student based on incomplete schoolwork.

E. The school district must require school staff to make a reasonable attempt to notify a parent or guardian within 24 hours of using recess detention.

F. The school district must compile information on each recess detention at the end of each school year, including the student's age, grade, gender, race or ethnicity, and special education status. This information must be available to the public upon request. The school district is encouraged to use the data in professional development promoting the use of nonexclusionary discipline.

G. The school district must not withhold or excessively delay a student's participation in scheduled mealtimes. This section does not alter a district or school's existing responsibilities under Minnesota Statutes, section 124D.111 or other state or federal law.

X. DISCIPLINARY ACTION OPTIONS

The general policy of the school district is to utilize progressive discipline to the extent reasonable and appropriate based upon the specific facts and circumstances of student misconduct. The specific form of discipline chosen in a particular case is solely within the discretion of the school district. At a minimum, violation of school district code of conduct, rules, regulations, policies, or procedures will result in discussion of the violation and a verbal warning. The school district shall, however, impose more severe disciplinary sanctions for any violation, including exclusion or expulsion, if warranted by the student's misconduct, as determined by the school district. Disciplinary action may include, but is not limited to, one or more of the following:

A. Student conference with teacher, principal, counselor, or other school district

personnel, and verbal warning;

B. Confiscation by school district personnel and/or by law enforcement of any item, article, object, or thing, prohibited by, or used in the violation of, any school district policy, rule, regulation, procedure, or state or federal law. If confiscated by the school district, the confiscated item, article, object, or thing will be released only to the parent/guardian following the completion of any investigation or disciplinary action instituted or taken related to the violation.

C. Parent contact;

D. Parent conference;

E. Removal from class;

F. In-school suspension;

G. Suspension from extracurricular activities;

H. Detention or restriction of privileges;

I. Loss of school privileges;

J. In-school monitoring or revised class schedule;

K. Referral to in-school support services;

L. Referral to community resources or outside agency services;

M. Financial restitution;

N. Referral to police, other law enforcement agencies, or other appropriate authorities;

O. A request for a petition to be filed in district court for juvenile delinquency adjudication;

P. Out-of-school suspension under the Pupil Fair Dismissal Act;

Q. Preparation of an admission or readmission plan;

R. Saturday school;

S. Expulsion under the Pupil Fair Dismissal Act;

T. Exclusion under the Pupil Fair Dismissal Act; and/or

U. Other disciplinary action as deemed appropriate by the school district.

XI. REMOVAL OF STUDENTS FROM CLASS

A. The teacher of record shall have the general control and government of the classroom. Teachers have the responsibility of attempting to modify disruptive student behavior by such means as conferring with the student, using positive reinforcement, assigning detention or other consequences, or contacting the student's parents. When such measures fail, or when the teacher determines it is otherwise appropriate based upon the student's conduct, the teacher shall have the authority to remove the student from class pursuant to the procedures established by this discipline policy. "Removal from class" and "removal" mean any actions taken by a teacher, principal, or other school

district employee to prohibit a student from attending a class or activity period for a period of time not to exceed five (5) days, pursuant to this discipline policy.

Grounds for removal from class shall include any of the following:

1. Willful conduct that significantly disrupts the rights of others to an education, including conduct that interferes with a teacher's ability to teach or communicate effectively with students in a class or with the ability of other students to learn;

2. Willful conduct that endangers surrounding persons, including school district employees, the student or other students, or the property of the school;

3. Willful violation of any school rules, regulations, policies or procedures, including the Code of Student Conduct in this policy; or

4. Other conduct, which in the discretion of the teacher or administration, requires removal of the student from class.

Such removal shall be for at least one (1) activity period or class period of instruction for a given course of study and shall not exceed five (5) such periods.

A student must be removed from class immediately if the student engages in assault or violent behavior. "Assault" is an act done with intent to cause fear in another of immediate bodily harm or death; or the intentional infliction of, or attempt to inflict, bodily harm upon another.

B. If a student is removed from class more than ten (10) times in a school year, the school district shall notify the parent or guardian of the student's tenth removal from class and make reasonable attempts to convene a meeting with the student's parent or guardian to discuss the problem that is causing the student to be removed from class.

[Note: The following Sections C. - J. must be developed and inserted by each school district based upon individual district practices, procedures, and preferences. School districts may consider developing and inserting procedures identified in Sections K-N.]

C. Procedures for Removal of a Student From a Class.

1. Specify procedures to remove a student from a class to be followed by a teacher, school administrator, or other school district employee ~~to remove a student from a class;~~

2. Specify required approvals necessary;

3. Specify paperwork and reporting procedures.

D. Period of Time for which a Student may be Removed from a Class (may not exceed five (5) class periods for a violation of a rule of conduct)

1. The removal from class shall be for a period of time deemed appropriate by the principal, in consultation with the teacher.

E. Responsibility for and Custody of a Student Removed from Class.

1. Designation of where student is to go when removed;

2. *Designation of how student is to get to designated destination;*

3. *Whether student must be accompanied;*

4. *Statement of what student is to do when and while removed;*

5. *Designation of who has control over and responsibility for student after removal from class.*

F. ***Procedures for Return of a Student to a Specific Class from Which the Student was Removed.***

1. *Specification of procedures;*

2. *Actions or approvals required such as notes, conferences, readmission plans.*

G. ***Procedures for Notifying a Student and the Student's Parents or Guardian of Violation of the Rules of Conduct and of Resulting Disciplinary Actions;***

1. *Specification of Procedures; ~~Specify procedures for notifying students and parents/guardians of violations of the rules of conduct and resulting disciplinary action;~~*

2. *Actions or approvals required, such as notes, conferences, readmission plans.*

H. ***Disabled Students; Special Provisions.***

1. *Procedures for consideration of whether there is a need for further assessment;*

2. *Procedures for consideration of whether there is a need for a review of the adequacy of the current Individualized Education Program (IEP) of a disabled student who is removed from class or disciplined; and*

3. *Any procedures determined appropriate for referring students in need of special education services to those services.*

I. ***Procedures for Detecting and Addressing Chemical Abuse Problems of Students While on School Premises.***

1. *Establishment of a chemical abuse preassessment team pursuant to Minnesota Statutes, section 121A.26;*

2. *Establishment of teacher reporting procedures to the chemical abuse preassessment team pursuant to Minnesota StatutesN section 121A.29.*

J. ***Procedures for Immediate and Appropriate Interventions Tied to Violations of the Code of Student Conduct.***

~~***K. Any Procedures Determined Appropriate for Encouraging Early Involvement of Parents or Guardians in Attempts to Improve a Student's Behavior.***~~

~~***L. Any Procedures Determined Appropriate for Encouraging Early Detection of Behavioral Problems.***~~

~~***M. Any Procedures Determined Appropriate for Referring a Student in Need of Special Education Services to Those Services; and***~~

~~***N. Any Procedures Determined Appropriate for Ensuring Victims of Bullying who Respond with Behavior not Allowed under the School's Behavior Policies have Access to a Remedial Response, Consistent with Minnesota Statutes, section 121A.031.***~~

XII. DISMISSAL

A. "Dismissal" means the denial of the current educational program to any student, including exclusion, expulsion, and suspension. Dismissal does not include removal from class.

The school district shall not deny due process or equal protection of the law to any student involved in a dismissal proceeding which may result in suspension, exclusion or expulsion.

The school district shall not dismiss any student without attempting to ~~provide alternative educational services~~ before dismissal proceedings or pupil withdrawal agreements, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property.

B. Violations leading to suspension, based upon severity, may also be grounds for actions leading to expulsion, and/or exclusion. A student may be dismissed on any of the following grounds:

1. Willful violation of any reasonable school board regulation, including those found in this policy;

2. Willful conduct that significantly disrupts the rights of others to an education, or the ability of school personnel to perform their duties, or school sponsored extracurricular activities; or

3. Willful conduct that endangers the student or other students, or surrounding persons, including school district employees, or property of the school.

C. Disciplinary Dismissals Prohibited

1. A pupil enrolled in the following is not subject to dismissals under the Pupil Fair Dismissal Act:

   a. a preschool or prekindergarten program, including an early childhood family education, school readiness, school readiness plus, voluntary prekindergarten, Head Start, or other school-based preschool or prekindergarten program; or

   b. kindergarten through Grade 3.

2. This section does not apply to a dismissal from school for less than one school day, except as provided under Minnesota Statutes, chapter 125A and federal law for a student receiving special education services.

3. Notwithstanding this section, expulsions and exclusions may be used only after resources outlined under Nonexclusionary discipline have been exhausted, and only in circumstances where there is an ongoing serious safety threat to the child or others.

D. Suspension Procedures

1. "Suspension" means an action by the school administration, under rules

promulgated by the School Board, prohibiting a student from attending school for a period of no more than ten (10) school days; provided, however, if a suspension is longer than five (5) school days, the suspending administrator shall provide the superintendent with a reason for the longer term of suspension. This definition does not apply to dismissal for one (1) school day or less where a student with a disability does not receive regular or special education instruction during that dismissal period.

2. School administration must allow a suspended pupil the opportunity to complete all school work assigned during the period of the pupil's suspension and to receive full credit for satisfactorily completing the assignments. The school principal or other person having administrative control of the school building or program is encouraged to designate a district or school employee as a liaison to work with the pupil's teachers to allow the suspended pupil to (1) receive timely course materials and other information, and (2) complete daily and weekly assignments and receive teachers' feedback.

3. If a student's total days of removal from school exceed ten (10) cumulative days in a school year, the school district shall make reasonable attempts to convene a meeting with the student and the student's parent or guardian before subsequently removing the student from school and, with the permission of the parent or guardian, arrange for a mental health screening for the student at the parent or guardian's expense. The purpose of this meeting is to attempt to determine the student's need for assessment or other services or whether the parent or guardian should have the student assessed or diagnosed to determine whether the student needs treatment for a mental health disorder.

4. The definition of suspension under Minnesota Statutes, section 121A.41, subdivision 10, does not apply to a student's dismissal from school for one school day or less, except as provided under federal law for a student with a disability. Each suspension action may include a readmission plan. The plan shall include, where appropriate, a provision for implementing alternative educational services upon readmission which must not be used to extend the current suspension. A readmission plan must not obligate a parent or guardian to provide psychotropic drugs to their student as a condition of readmission. School administration must not use the refusal of a parent or guardian to consent to the administration of psychotropic drugs to their student or to consent to a psychiatric evaluation, screening, or examination of the student as a ground, by itself, to prohibit the student from attending class or participating in a school-related activity, or as a basis of a charge of child abuse, child neglect, or medical or educational neglect. The school administration may not impose consecutive suspensions against the same student for the same course of conduct, or incident of misconduct, except where the student will create an immediate and substantial danger to self or to surrounding persons or property or where the school district is in the process of initiating an expulsion, in which case the school administration may extend the suspension to a total of fifteen (15) days.

5. A child with a disability may be suspended. When a child with a disability has been suspended for more than five (5) consecutive days or ten (10) cumulative school days in the same year, and that suspension does not involve a recommendation for expulsion or exclusion or other change in placement under federal law, relevant members of the child's IEP team, including at least one of the child's teachers, shall meet and determine the extent to which the child needs services in order to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals in the child's IEP. That meeting must occur as soon as possible, but no

more than ten (10) days after the sixth (6th) consecutive day of suspension or the tenth (10th) cumulative day of suspension has elapsed.

6. Alternative education services must be provided to a pupil who is suspended for more than five (5) consecutive school days ~~The school administration shall implement alternative educational services when the suspension exceeds five (5) days.~~ Alternative educational services may include, but are not limited to, special tutoring, modified curriculum, modified instruction, other modifications or adaptations, instruction through electronic media, special education services as indicated by appropriate assessments, homebound instruction, supervised homework, or enrollment in another district or in an alternative learning center under Minnesota Statutes, section 123A.05 selected to allow the student to progress toward meeting graduation standards under Minnesota Statutes, section 120B.02, although in a different setting.

7. The school administration shall not suspend a student from school without an informal administrative conference with the student. The informal administrative conference shall take place before the suspension, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property, in which case the conference shall take place as soon as practicable following the suspension. At the informal administrative conference, a school administrator shall notify the student of the grounds for the suspension, provide an explanation of the evidence the authorities have, and the student may present the student's version of the facts. A separate administrative conference is required for each period of suspension.

8. After school administration notifies a student of the grounds for suspension, school administration may, instead of imposing the suspension, do one or more of the following:

   a. strongly encourage a parent or guardian of the student to attend school with the student for one day;

   b. assign the student to attend school on Saturday as supervised by the principal or the principal's designee; and

   c. petition the juvenile court that the student is in need of services under Minnesota Statutes chapter 260C.

9. A written notice containing the grounds for suspension, a brief statement of the facts, a description of the testimony, a readmission plan, and a copy of the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56, shall be personally served upon the student at or before the time the suspension is to take effect, and upon the student's parent or guardian by mail within forty-eight (48) hours of the conference. (See attached sample Notice of Suspension.)

10. The school administration shall make reasonable efforts to notify the student's parent or guardian of the suspension by telephone as soon as possible following suspension.

11. In the event a student is suspended without an informal administrative conference on the grounds that the student will create an immediate and substantial danger to surrounding persons or property, the written notice shall be served upon the student and the student's parent or guardian within forty-eight (48) hours of the suspension. Service by mail shall be complete upon mailing.

12. Notwithstanding the foregoing provisions, the student may be suspended pending the school board's decision in an expulsion or exclusion proceeding, provided that alternative educational services are implemented to the extent that suspension exceeds five (5) consecutive school days.

E. Expulsion and Exclusion Procedures

1. "Expulsion" means a school board action to prohibit an enrolled student from further attendance for up to twelve (12) months from the date the student is expelled. The authority to expel rests with the school board.

2. "Exclusion" means an action taken by the school board to prevent enrollment or re-enrollment of a student for a period that shall not extend beyond the school year. The authority to exclude rests with the school board.

3. All expulsion and exclusion proceedings will be held pursuant to and in accordance with the provisions of the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56.

4. No expulsion or exclusion shall be imposed without a hearing, unless the right to a hearing is waived in writing by the student and parent or guardian.

5. The student and parent or guardian shall be provided written notice of the school district's intent to initiate expulsion or exclusion proceedings. This notice shall be served upon the student and his or her parent or guardian personally or by mail, and shall contain a complete statement of the facts; a list of the witnesses and a description of their testimony; state the date, time and place of hearing; be accompanied by a copy of the Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56; describe ~~alternative educational services~~ the nonexclusionary disciplinary practices accorded the student in an attempt to avoid the expulsion proceedings; and inform the student and parent or guardian of their right to: (1) have a representative of the student's own choosing, including legal counsel at the hearing; (2) examine the student's records before the hearing; (3) present evidence; and (4) confront and cross-examine witnesses. The school district ~~shall~~ must advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from the Minnesota Department of Education (MDE) and is posted on its website.

6. The hearing shall be scheduled within ten (10) days of the service of the written notice unless an extension, not to exceed five (5) days, is requested for good cause by the school district, student, parent, or guardian.

7. All hearings shall be held at a time and place reasonably convenient to the student, parent, or guardian and shall be closed, unless the student, parent, or guardian requests an open hearing.

8. The school district shall record the hearing proceedings at district expense, and a party may obtain a transcript at its own expense.

9. The student shall have a right to a representative of the student's own choosing, including legal counsel, at the student's sole expense. The school district shall advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from MDE. The school board may appoint an attorney to represent the school district in any proceeding.

10. If the student designates a representative other than the parent or guardian, the representative must have a written authorization from the student and the parent or guardian providing them with access to and/or copies of the student's records.

11. All expulsion or exclusion hearings shall take place before and be conducted by an independent hearing officer designated by the school district. The hearing shall be conducted in a fair and impartial manner. Testimony shall be given under oath and the hearing officer shall have the power to issue subpoenas and administer oaths.

12. At a reasonable time prior to the hearing, the student, parent or guardian, or authorized representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the proposed dismissal action may be based.

13. The student, parent or guardian, or authorized representative, shall have the right to compel the presence of any school district employee or agent or any other person who may have evidence upon which the proposed dismissal action may be based, and to confront and cross-examine any witnesses testifying for the school district.

14. The student, parent or guardian, or authorized representative, shall have the right to present evidence and testimony, including expert psychological or educational testimony.

15. The student cannot be compelled to testify in the dismissal proceedings.

16. The hearing officer shall prepare findings and a recommendation based solely upon substantial evidence presented at the hearing, which must be made to the school board and served upon the parties within two (2) days after the close of the hearing.

17. The school board shall base its decision upon the findings and recommendation of the hearing officer and shall render its decision at a meeting held within five (5) days after receiving the findings and recommendation. The school board may provide the parties with the opportunity to present exceptions and comments to the hearing officer's findings and recommendation provided that neither party presents any evidence not admitted at the hearing. The decision by the school board must be based on the record, must be in writing, and must state the controlling facts on which the decision is made in sufficient detail to apprise the parties and the Commissioner of the Minnesota Department of Education (Commissioner) of the basis and reason for the decision.

18. A party to an expulsion or exclusion decision made by the school board may appeal the decision to the Commissioner within twenty-one (21) calendar days of school board action pursuant to Minnesota Statutes section 121A.49. The decision of the school board shall be implemented during the appeal to the Commissioner.

19. The school district shall report any suspension, expulsion or exclusion action taken to the appropriate public service agency, when the student is under the supervision of such agency.

20. The school district must report, through the MDE electronic reporting system, each expulsion or exclusion within thirty (30) days of the effective date of the action to the Commissioner. This report must include a statement of

alternative educational services given the student and the reason for, the effective date, and the duration of the exclusion or expulsion. The report must also include the student's age, grade, gender, race, and special education status. The dismissal report must include state student identification numbers of affected students.

21. Whenever a student fails to return to school within ten (10) school days of the termination of dismissal, a school administrator shall inform the student and his/her parent or guardian by mail of the student's right to attend and to be reinstated in the school district.

XIII. ADMISSION OR READMISSION PLAN

A school administrator ~~shall~~ must prepare and enforce an admission or readmission plan for any student who is excluded or expelled from school. The plan ~~may~~ must include measures to improve the student's behavior, ~~including~~ which may include completing a character education program consistent with Minnesota Statutes, section 120B.232, subdivision 1, social and emotional learning, counseling, social work services, mental health services, referrals for special education or 504 evaluation, and evidence-based academic interventions. The plan must include reasonable attempts to obtain parental involvement in the admission or readmission process, and may indicate the consequences to the student of not improving the student's behavior. The readmission plan must not obligate parents to provide a sympathomimetic medication for their child as a condition of readmission.

XIV. NOTIFICATION OF POLICY VIOLATIONS

Notification of any violation of this policy and resulting disciplinary action shall be as provided herein, or as otherwise provided by the Pupil Fair Dismissal Act or other applicable law. The teacher, principal or other school district official may provide additional notification as deemed appropriate.

In addition, the school district must report, through the MDE electronic reporting system, each exclusion or expulsion, each physical assault of a school district employee by a ~~student~~ pupil, and each pupil withdrawal agreement within thirty (30) days of the ~~assault~~ effective date of the dismissal action, pupil withdrawal, or assault, to the MDE Commissioner. This report must include a statement of the ~~alternative educational services~~ nonexclusionary disciplinary practices, or other sanction, intervention, or resolution in response to the assault given to the ~~student~~ pupil and the reason for, the effective date, and the duration of the exclusion or expulsion or other sanction, intervention, or resolution. The report must also include the ~~student's~~ pupil's age, grade, gender, race, and special education status.

XV. STUDENT DISCIPLINE RECORDS

The policy of the school district is that complete and accurate student discipline records be maintained. The collection, dissemination, and maintenance of student discipline records shall be consistent with applicable school district policies and federal and state law, including the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13.

XVI. STUDENTS WITH DISABILITIES

Students who are currently identified as eligible under the IDEA or Section 504 will be subject to the provisions of this policy, unless the student's IEP or 504 plan specifies a necessary modification.

Before initiating an expulsion or exclusion of a student with a disability, relevant members of the child's IEP team and the child's parent shall, consistent with federal law, conduct a manifestation determination and determine whether the child's behavior was (i) caused by or had a direct and substantial relationship to the child's disability and (ii) whether the child's

conduct was a direct result of a failure to implement the child's IEP. If the student's educational program is appropriate and the behavior is not a manifestation of the student's disability, the school district will proceed with discipline – up to and including expulsion – as if the student did not have a disability, unless the student's educational program provides otherwise. If the team determines that the behavior subject to discipline is a manifestation of the student's disability, the team shall conduct a functional behavioral assessment and implement a behavioral intervention plan for such student provided that the school district had not conducted such assessment prior to the manifestation determination before the behavior that resulted in a change of placement. Where a behavioral intervention plan previously has been developed, the team will review the behavioral intervention plan and modify it as necessary to address the behavior.

When a student who has an IEP is excluded or expelled for misbehavior that is not a manifestation of the student's disability, the school district shall continue to provide special education and related services during the period of expulsion or exclusion.

XVII. OPEN ENROLLED STUDENTS

The school district may terminate the enrollment of a nonresident student enrolled under an Enrollment Option Program (Minnesota Statutes section 124D.03) or Enrollment in Nonresident District (Minnesota Statutes section 124D.08) at the end of a school year if the student meets the definition of a habitual truant, the student has been provided appropriate services for truancy (Minnesota Statutes chapter 260A), and the student's case has been referred to juvenile court. The school district may also terminate the enrollment of a nonresident student over the age of seventeen (17) enrolled under an Enrollment Options Program if the student is absent without lawful excuse for one or more periods on fifteen (15) school days and has not lawfully withdrawn from school.

XVIII. DISCIPLINE COMPLAINT PROCEDURE

Students, parents and other guardians, and school staff may file a complaint and seek corrective action when the requirements of the Minnesota Pupil Fair Dismissal Act, including the implementation of the local behavior and discipline policies, are not being implemented appropriately or are being discriminately applied.

The Discipline Complaint Procedure must, at a minimum:

1. provide procedures for communicating this policy including the ability for a parent to appeal a decision under Minnesota Statutes, section 121A.49 that contains explicit instructions for filing the complaint;

2. provide an opportunity for involved parties to submit additional information related to the complaint;

3. provide a procedure to begin to investigate complaints within three school days of receipt, and identify personnel who will manage the investigation and any resulting record and are responsible for keeping and regulating access to any record;

4. provide procedures for issuing a written determination to the complainant that addresses each allegation and contains findings and conclusions;

5. if the investigation finds the requirements of Minnesota Statutes, sections 121A.40 to 121A.61, including any local policies that were not implemented appropriately, contain procedures that require a corrective action plan to correct a student's record and provide relevant staff with training, coaching, or other accountability practices to ensure appropriate compliance with policies in the future; and

6. prohibit reprisals or retaliation against any person who asserts, alleges, or reports a complaint, and provide procedures for applying appropriate consequences for a person who engages in reprisal or retaliation.

XIX. DISTRIBUTION OF POLICY

The school district will notify students and parents of the existence and contents of this policy in such manner as it deems appropriate. Copies of this discipline policy shall be made available to all students and parents at the commencement of each school year and to all new students and parents upon enrollment. This policy shall also be available upon request in each principal's office.

XX. REVIEW OF POLICY

The principal and representatives of parents, students and staff in each school building shall confer at least annually to review this discipline policy, determine if the policy is working as intended, and to assess whether the discipline policy has been enforced. Any recommended changes shall be submitted to the superintendent for consideration by the school board, which shall conduct an annual review of this policy.

Legal References:
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota Students)
Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 121A.26 (School Preassessment Teams)
Minn. Stat. § 121A.29 (Reporting; Chemical Abuse)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.575 (Alternatives to Pupil Suspension)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. §§ 121A.60 (Definitions)
Minn. Stat. § 121A.61 (Discipline and Removal of Students from Class)
Minn. Stat. § 122A.42 (General Control of Schools)
Minn. Stat. § 123A.05 (State-Approved Alternative Program Organization)
Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Stat. § 124D.08 (School Boards' Approval to Enroll in Nonresident District; Exceptions)
Minn. Stat. Ch. 125A (Special Education and Special Programs)
Minn. Stat. § 152.22, Subd. 6 (Definitions)
Minn. Stat. § 152.23 (Limitations)
Minn. Stat. Ch. 260A (Truancy)
Minn. Stat. Ch. 260C (Juvenile Safety and Placement)
20 U.S.C. §§ 1400-1487 (Individuals with Disabilities Education Act)
29 U.S.C. § 794 *et seq*. (Rehabilitation Act of 1973, § 504)
34 C.F.R. § 300.530(e)(1) (Manifestation Determination)

Cross References:
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 419 (Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices)
MSBA/MASA Model Policy 501 (School Weapons)
MSBA/MASA Model Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)
MSBA/MASA Model Policy 503 (Student Attendance)
MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)
MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)
MSBA/MASA Model Policy 525 (Violence Prevention)

MSBA/MASA Model Policy 526 (Hazing Prohibition)
MSBA/MASA Model Policy 527 (Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches)
MSBA/MASA Model Policy 610 (Field Trips)
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)
MSBA/MASA Model Policy 711 (Video Recording on School Buses)
MSBA/MASA Model Policy 712 (Video Surveillance Other Than on Buses)

5085 SCHOOL DISCIPLINE POLICY

The School Board believes that a self-disciplined citizenry is essential for the maintenance of a free society.

The rights of individual students shall be protected and each student shall be expected to respect the person and rights of all other students, teachers, and other school personnel.

Under no circumstances will vandalism, violence, destructive acts, intimidation, extortion, harassment, malicious disturbances, use of controlled substances, or any other violations of the law be tolerated, condoned, or excused. Immediate steps will be taken to discipline any student involved in such behavior.

Because of its major importance, the complete text of the School District's School Discipline Policy for Elementary and Secondary Schools follows the above policy statement and should be considered as included as School Board Regulation 5085R.

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

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

507 CORPORAL PUNISHMENT AND PRONE RESTRAINT

I. PURPOSE

The purpose of this policy is to describe limitations on the use of corporal punishment and prone restraint upon a student.

II. GENERAL STATEMENT OF POLICY

No employee or agent of the school district shall inflict corporal punishment or use prone restraint upon a student except as provided below.

III. DEFINITIONS

1. "Corporal punishment" means conduct involving:

   a. hitting or spanking a person with or without an object; or

   b. unreasonable physical force that causes bodily harm or substantial emotional harm.

2. "Prone restraint" means placing a child in a face-down position.

IV. PROHIBITIONS

1. An employee or agent of a district shall not inflict corporal punishment or cause corporal punishment to be inflicted upon a pupil to reform unacceptable conduct or as a penalty for unacceptable conduct.

2. An employee or agent of a district, including a school resource officer, security personnel, or police officer contracted with a district, shall not use prone or compressive restraint except that the restrictions on prone and compressive restraints do not apply under the circumstances enumerated in Minnesota Statutes, section 609.06, subdivision 1(1). All peace officers, including those who are school resource officers or otherwise agents of a school district, may use force as reasonably necessary to carry out official duties, including, but not limited to, making arrests and enforcing orders of the court.

3. An employee or agent of a district, including a school resource officer, security personnel, or police officer contracted with a district, shall not inflict any form of physical holding that restricts or impairs a pupil's ability to breathe; restricts or impairs a pupil's ability to communicate distress; places pressure or weight on a pupil's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen; or results in straddling a pupil's torso.

4. Conduct that violates this Article is not a crime under Minnesota Statutes, section 645.241, but may be a crime under Minnesota Statutes, chapter 609 if the conduct violates a provision of Minnesota Statutes, chapter 609. Conduct that violates IV.1 above is not per se corporal punishment under the statute. Nothing in this Minnesota Statutes, section 121A.58 or 125A.0941 precludes the use of reasonable force under Minnesota Statutes, section 121A.582.

V. EXCEPTIONS

A teacher school principal, and other school staff may use reasonable force under the conditions set forth in Policy 506 (Student Discipline).

VI. VIOLATION

Employees who violate the provisions of this policy shall be subject to disciplinary action as appropriate. Any such disciplinary action shall be made pursuant to and in accordance with applicable statutory authority, collective bargaining agreements and school district policies. Violation of this policy may also result in civil or criminal liability for the employee.

Legal References:
Minn. Stat. § 121A.58 (Corporal Punishment)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. § 123B.25 (Legal Actions Against Districts and Teachers)
Minn. Stat. § 609.06 Subd. 1 (6)(7) (Authorized Use of Force)
Op. Atty. Gen. 169f (August 22, 2023) (School Pupils: Discipline)
Op. Atty. Gen. 169f Supp. (September 20, 2023) (School Pupils: Discipline)

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)

First Reading: 11.21.23
Second Reading:

*Adopted:*_____

*Revised:*_____

MSBA/MASA Model Policy 507
Orig. 1995
Rev. 2023

507 CORPORAL PUNISHMENT AND PRONE RESTRAINT

[Note: The provisions of this policy substantially reflect statutory requirements.]

I. PURPOSE

The purpose of this policy is to describe limitations on the use of corporal punishment and prone restraint upon a student~~s~~.

II. GENERAL STATEMENT OF POLICY

No employee or agent of the school district shall inflict corporal punishment or use prone restraint upon a student except as provided below.

III. DEFINITIONS

1. "Corporal punishment" means conduct involving:

   a. hitting or spanking a person with or without an object; or

   b. unreasonable physical force that causes bodily harm or substantial emotional harm.

2. "Prone restraint" means placing a child in a face-down position.

IV. PROHIBITIONS

1. An employee or agent of a district shall not inflict corporal punishment or cause corporal punishment to be inflicted upon a pupil to reform unacceptable conduct or as a penalty for unacceptable conduct.

2. An employee or agent of a district, including a school resource officer, security personnel, or police officer contracted with a district, shall not use prone or compressive restraint except that the restrictions on prone and compressive restraints do not apply under the circumstances enumerated in Minnesota Statutes, section 609.06, subdivision 1(1). All peace officers, including those who are school resource officers or otherwise agents of a school district, may use force as reasonably necessary to carry out official duties, including, but not limited to, making arrests and enforcing orders of the court.

3. An employee or agent of a district, including a school resource officer, security personnel, or police officer contracted with a district, shall not inflict any form of physical holding that restricts or impairs a pupil's ability to breathe; restricts or impairs a pupil's ability to communicate distress; places pressure or weight on a pupil's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen; or results in straddling a pupil's torso.

4. Conduct that violates this Article is not a crime under Minnesota Statutes, section 645.241, but may be a crime under Minnesota Statutes, chapter 609 if the conduct violates a provision of Minnesota Statutes, chapter 609. Conduct that violates IV.1

above is not per se corporal punishment under the statute. Nothing in this Minnesota Statutes, section 121A.58 or 125A.0941 precludes the use of reasonable force under Minnesota Statutes, section 121A.582.

V. EXCEPTIONS

A teacher ~~or~~ school principal, and other school staff may use reasonable force under the conditions set forth in Policy 506 (Student Discipline).

VI. VIOLATION

Employees who violate the provisions of this policy shall be subject to disciplinary action as appropriate. Any such disciplinary action shall be made pursuant to and in accordance with applicable statutory authority, collective bargaining agreements and school district policies. Violation of this policy may also result in civil or criminal liability for the employee.

Legal References:
Minn. Stat. § 121A.58 (Corporal Punishment)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. § 123B.25 (Legal Actions Against Districts and Teachers)
Minn. Stat. § 609.06 Subd. 1 (6)(7) (Authorized Use of Force)
Op. Atty. Gen. 169f (August 22, 2023) (School Pupils: Discipline)
Op. Atty. Gen. 169f Supp. (September 20, 2023) (School Pupils: Discipline)

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)

First Reading: 11.21.23
Second Reading:

*Adopted:*_____

*Revised:*_____

MSBA/MASA Model Policy 507
Orig. 1995
Rev. 2023

507 CORPORAL PUNISHMENT AND PRONE RESTRAINT

[Note: The provisions of this policy substantially reflect statutory requirements.]

I. PURPOSE

The purpose of this policy is to describe limitations on use of corporal punishment and prone restraint upon a student~~s~~.

II. GENERAL STATEMENT OF POLICY

No employee or agent of the school district shall inflict corporal punishment or use prone restraint upon a student. ~~or charter school shall cause corporal punishment to be inflictedupon a student to reform unacceptable conduct or as a penalty for unacceptable conduct. As used in this policy, the term "corporal punishment" means conduct involving hitting or spanking a person with or without an object, or unreasonable physical force that causes bodily harm or substantial emotional harm.~~ or 125A.0941 precludes the use of reasonable force under Minnesota Statutes, section 121A.582.

V. EXCEPTIONS

A teacher or school principal may use reasonable force under the conditions set forth in Policy 506 (Student Discipline).

VI. VIOLATION

Employees who violate the provisions of this policy shall be subject to disciplinary action as appropriate. Any such disciplinary action shall be made pursuant to and in accordance with applicable statutory authority, collective bargaining agreements and school district policies. Violation of this policy may also result in civil or criminal liability for the employee.

Legal References:
Minn. Stat. § 121A.58 (Corporal Punishment)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. § 123B.25 (Legal Actions Against Districts and Teachers)
Minn. Stat. § 609.06 Subd. 1 (6)(7) (Authorized Use of Force)

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)

602 ORGANIZATION OF SCHOOL CALENDAR AND SCHOOL DAY

I. PURPOSE

The purpose of this policy is to provide for a timely determination of the school calendar and school day.

II. GENERAL STATEMENT OF POLICY

The school calendar and schedule of the school day are important to parents, students, employees, and the general public for advance, effective planning of the school year.

III. CALENDAR RESPONSIBILITY

A. The school calendar shall be adopted annually by the school board. It shall meet all provisions of Minnesota statutes pertaining to minimum number of school days and other provisions of law. The school calendar shall establish student days, workshop days for staff, provide for emergency closings and other information related to students, staff, and parents.

B. Except for learning programs during summer and flexible learning year programs, the school district will not commence an elementary or secondary school year before Labor Day, except as provided in Section III.B.1., III.B.2., or III.B.3. Days devoted to teacher's workshops may be held before Labor Day.

1. The school district may begin the school year on any day before Labor Day to accommodate a construction or remodeling project of $400,000 or more affecting a school district school facility.

2. The school district may begin the school year on any day before Labor Day if the school district has agreement under Minnesota Statutes, § section 123A.30, § 123A.32, or § 123A.35 with a school district that qualifies under Section III.B.1.

3. The school district may begin the school year on any day before Labor Day if the school district agrees to the same schedule with a school district in an adjoining state.

C. Employee and advisory groups shall be provided an opportunity to participate in school calendar considerations through a meet and confer/labor management process.

IV. SCHOOL DAY RESPONSIBILITY

A. The superintendent shall be responsible for developing a schedule for the student day, subject to review by the school board. All requirements and provisions of Minnesota Statutes and Minnesota Department of Education Rules shall be met.

B. In developing the student day schedule, the superintendent shall consider such factors as school bus schedules, cooperative programs, differences in time requirements at various grade levels, effective utilization of facilities, cost effectiveness, and other concerns deserving of attention.

C. Proposed changes in the school day shall be subject to review and approval by the school board.

V. E-LEARNING DAYS

A. An "e-learning day" is a school day where a school offers full access to online instruction provided by students' individual teachers due to inclement weather.

B. A school district may designate up to five e-learning days in one school year.

C. An e-learning day is counted as a day of instruction and included in the hours of instruction pursuant to Section III.A., above.

D. A school board may adopt an e-learning day plan after consulting with the exclusive representative of the teachers. The e-learning day plan developed by the school district will include accommodations for students without Internet access at home and for digital device access for families without the technology or with an insufficient amount of technology for the number of children in the household. The plan must also provide accessible options for students with disabilities.

E. The school district must notify parents and students of its e-learning day plan at the beginning of each school year.

F. When an e-learning day is declared by the school district, notice must be provided to parents and students at least two hours prior to the normal school start time that students will need to follow the e-learning day plan for that day.

G. On an e-learning day, each student's teacher must be accessible both online and by telephone during normal school hours to assist students and parents.

H. When the school district declares an e-learning day, it must continue to pay the full wages for scheduled work hours and benefits of all school employees for the duration of the e-learning period. During the e-learning period, school employees must be allowed to work from home to the extent practicable, be assigned to work in an alternative location, or be retained on an on-call basis for any potential need.

Legal References: Minn. Stat. § 10.55 (Juneteenth)
Minn. Stat. § 120A.40 (School Calendar)
Minn. Stat. § 120A.41 (Length of School Year; Hours of Instruction)
Minn. Stat. § 120A.414 (E-Learning Days)
Minn. Stat. § 120A.415 (Extended School Calendar)
Minn. Stat. § 120A.42 (Conduct of School on Certain Holidays)
Minn. Stat. § 122A.40, Subds. 7 and 7a (Employment; Contracts; Termination)
Minn. Stat. § 122A.41, Subds. 4 and 4a (Teacher Tenure Act; Cities of the First Class; Definitions)
Minn. Stat. § 123A.30 (Agreements for Secondary Education)
Minn. Stat. § 123A.32 (Interdistrict Cooperation)
Minn. Stat. § 123A.35 (Cooperation and Combination)
Minn. Stat. § 124D.126 (Powers and Duties of Commissioner; Flexible Learning Year Programs)
Minn. Stat. § 124D.151 (Voluntary Prekindergarten Program)
Minn. Stat. § 124E.25 (Payment of Aids to Charter Schools)
Minn. Stat. § 127A.41, Subd. 7 (Distribution of School Aids; Appropriation)
Minn. Stat. § 645.44 (Words and Phrases Defined)

Cross References: MSBA/MASA Model Policy 425 (Staff Development)

Replacing: Policy 6050
First Reading: 02-23-2016
Adopted: 03-22-2016
First Reading: 12-05-2023

602 ORGANIZATION OF SCHOOL CALENDAR AND SCHOOL DAY

I. PURPOSE

The purpose of this policy is to provide for a timely determination of the school calendar and school day.

II. GENERAL STATEMENT OF POLICY

The school calendar and schedule of the school day are important to parents, students, employees, and the general public for advance, effective planning of the school year.

III. CALENDAR RESPONSIBILITY

A. The school calendar shall be adopted annually by the school board. It shall meet all provisions of Minnesota statutes pertaining to minimum number of school days and other provisions of law. The school calendar shall establish student days, workshop days for staff, provide for emergency closings and other information related to students, staff, and parents.

[Note: The annual school calendar must include at least 425 hours of instruction for a kindergarten student without a disability, 935 hours of instruction for a student in grades 1 through 6, and 1,020 hours of instruction for a student in grades 7 through 12, not including summer school. The school calendar for all-day kindergarten must include at least 850 hours of instruction for the school year. If a voluntary prekindergarten program is offered by the school district, a prekindergarten student must receive at least 350 hours of instruction for the school year. A school board's annual calendar must include at least 165 days of instruction for a student in grades 1 through 11 unless a four-day week schedule has been approved by the Minnesota Commissioner of Education under Minnesota Statutes, section 124D.126. A school board's annual school calendar may include plans for up to five days of instruction provided through online instruction due to inclement weather. The inclement weather plans must be developed according to Section V., below.]

[Note: To the extent the school board offers K-12 teachers the opportunity for more staff development training under Minnesota Statutes section 122A.40, subdivisions 7 and 7a, or Minnesota Statutes section 122A.41, subdivisions. 4 and 4a, the school district shall adopt as its school calendar a total of 240 days of student instruction and staff development, of which the total number of staff development days equals the difference between the total number of days of student instruction and 240 days. The school board may schedule additional staff development days throughout the calendar year.]

B. Except for learning programs during summer and flexible learning year programs, the school district will not commence an elementary or secondary school year before Labor Day, except as provided in Section III.B.1., III.B.2., or III.B.3. Days devoted to teacher's workshops may be held before Labor Day.

1. The school district may begin the school year on any day before Labor Day to accommodate a construction or remodeling project of $400,000 or more affecting a school district school facility.

2. The school district may begin the school year on any day before Labor Day if the school district has agreement under Minnesota Statutes, ~~§~~ section 123A.30, ~~§~~ 123A.32, or ~~§~~ 123A.35 with a school district that qualifies under Section III.B.1.

3. The school district may begin the school year on any day before Labor Day if the school district agrees to the same schedule with a school district in an adjoining state.

C. Employee and advisory groups shall be provided an opportunity to participate in school calendar considerations ~~including the labor management process~~ through a meet and confer/labor management process.

[Note: The provisions of the prior law requiring the school board to adopt the calendar for the next school year by April 1 have been repealed. The school board should still attempt to establish the calendar as early as possible so proper planning can take place by all members of the school community.]

IV. SCHOOL DAY RESPONSIBILITY

A. The superintendent shall be responsible for developing a schedule for the student day, subject to review by the school board. All requirements and provisions of Minnesota Statutes and Minnesota Department of Education Rules shall be met.

B. In developing the student day schedule, the superintendent shall consider such factors as school bus schedules, cooperative programs, differences in time requirements at various grade levels, effective utilization of facilities, cost effectiveness, and other concerns deserving of attention.

C. Proposed changes in the school day shall be subject to review and approval by the school board.

V. E-LEARNING DAYS

A. An "e-learning day" is a school day where a school offers full access to online instruction provided by students' individual teachers due to inclement weather.

B. A school district may designate up to five e-learning days in one school year.

C. An e-learning day is counted as a day of instruction and included in the hours of instruction pursuant to Section III.A., above.

D. A school board may adopt an e-learning day plan after consulting with the exclusive representative of the teachers. The e-learning day plan developed by the school district will include accommodations for students without Internet access at home and for digital device access for families without the technology or with an insufficient amount of technology for the number of children in the household. The plan must also provide accessible options for students with disabilities.

E. The school district must notify parents and students of its e-learning day plan at the beginning of each school year.

F. When an e-learning day is declared by the school district, notice must be provided to parents and students at least two hours prior to the normal school start time that students will need to follow the e-learning day plan for that day.

G. On an e-learning day, each student's teacher must be accessible both online and by telephone during normal school hours to assist students and parents.

H. When the school district declares an e-learning day, it must continue to pay the full wages for scheduled work hours and benefits of all school employees for the duration of the e-learning period. During the e-learning period, school employees must be allowed to work from home to the extent practicable, be assigned to work in an alternative location, or be retained on an on-call basis for any potential need.

Legal References:
Minn. Stat. § 10.55 (Juneteenth)
Minn. Stat. § 120A.40 (School Calendar)
Minn. Stat. § 120A.41 (Length of School Year; ~~Days~~ Hours of Instruction)
Minn. Stat. § 120A.414 (E-Learning Days)
Minn. Stat. § 120A.415 (Extended School Calendar)
Minn. Stat. § 120A.42 (Conduct of School on Certain Holidays)
Minn. Stat. § 122A.40, Subds. 7 and 7a (Employment; Contracts; Termination)
Minn. Stat. § 122A.41, Subds. 4 and 4a (Teacher Tenure Act; Cities of the First Class; Definitions)
Minn. Stat. § 123A.30 (Agreements for Secondary Education)
Minn. Stat. § 123A.32 (Interdistrict Cooperation)
Minn. Stat. § 123A.35 (Cooperation and Combination)
~~Minn. Stat. § 124D.11, Subd. 9 (Revenue for Results-Oriented Charter School)~~
Minn. Stat. § 124D.126 (Powers and Duties of Commissioner; Flexible Learning Year Programs)
Minn. Stat. § 124D.151 (Voluntary Prekindergarten Program)
Minn. Stat. § 124E.25 (Payment of Aids to Charter Schools)
Minn. Stat. § 127A.41, Subd. 7 (Distribution of School Aids; Appropriation)
Minn. Stat. § 645.44 (Words and Phrases Defined)

Cross References: MSBA/MASA Model Policy 425 (Staff Development)

Replacing: Policy 6050
First Reading: 02-23-2016
Adopted: 03-22-2016 ISD 709

Monthly Committee of the Whole Board Meeting
Duluth Public Schools, ISD 709
Agenda
Tuesday, December 5, 2023
District Services Center
709 Portia Johnson Dr.
Duluth, MN 55811
4:30 PM

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **AGENDA ITEMS**
   - A. Action Items - Consent Agenda
     - 1) Presentation Items Requiring Approval
     - 2) Resolutions
     - 3) Other Action Items
   - B. Informational Items
   - C. Presentations
     - 1) Duluth Community School Collaborative 2
     - 2) World's Best Workforce 24
   - D. Other
4. **ADJOURN**

COW Agenda Cover Sheet

Meeting Date: Dec 5, 2023

Topic: Full-Service Community School Update

Presenter(s): Kelsey Gantzer (DCSC Executive Director) and Angel Nustad-Peluso (DCSC Program Director)

Attachment (yes or no): Yes

Brief Summary of Presentation or Topic (no more than a few sentences): Duluth Community School Collaborative will share an overview and update on Full-Service Community School work at Myers-Wilkins Elementary, Lincoln Park Middle School, and Denfeld High School.

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DULUTH COMMUNITY SCHOOL COLLABORATIVE

USING DATA & COMMUNITY WISDOM TO CONNECT, CREATE, MOBILIZE & CELEBRATE EQUITABLE SCHOOL COMMUNITIES

DCSC Vision

Students and families flourish in connected schools and communities

DCSC Mission

Duluth Community School Collaborative promotes wellbeing and success for Duluth Public Schools students and families by co-creating, celebrating, and mobilizing for equitable educational experiences.

DCSC Values

Wellbeing & Justice

Development & Sustainability

Shared Power, Accountability, & Measurable Results

Trusting Relationships, Authentic Connections

Our DCSC Team

Kellsey Firehammer
Youth Development Coordinator
Myers-Wilkins Elementary School

Kelsey Gantzer
Executive Director

Angel Nustad-Peluso
Director of Programs

Lisa Parks
DCSC Volunteer Coordinator

Annie Parish
Out of School Time Coordinator
Denfeld High School

Saraiya Piantek
FSCS Coordinator
Denfeld High School

Caitlin Smith
FSCS Coordinator
Myers-Wilkins
Elementary School

Rachel Thapa
FSCS Coordinator
Lincoln Park Middle
School

TBD
Community Health Coordinator
Myers Wilkins Elementary School

Partners & Supporters

80+ Active Individual Volunteers

- American Indian Community Housing Organization
- Black Men Serving Excellence
- Boys and Girls Clubs of the Northland
- Bridging Health Duluth
- Center City Housing
- City of Duluth Youth Employment Services
- College of St. Scholastica
- Duluth Area Family YMCA
- Duluth Folk School
- Duluth Youth Agency Coalition
- Ecolibrium3
- Essentia Health
- Families Rise Together
- Farm to School
- Fond du Lac Human Services
- Fond du Lac School Linked Mental Health
- Generations Health Care Initiatives
- Human Development Center
- Ignite Afterschool
- Kern and Kompany
- Lake Superior Community Health Center
- Life House
- Lincoln Park Children and Families Collaborative
- Lutheran Social Services
- Men as Peacemakers
- Mentor North
- NAACP Duluth
- National Education Association
- Neighborhood Youth Services
- Northwood Children's Services
- Outside the Box
- Program for Aid to Victims of Sexual Assault
- Planned Parenthood
- Second Harvest
- Steve O'Neil Apartments
- St. Louis County Public Health
- True North AmeriCorps
- SNAP Education - University of MN Extension
- Center for Youth Development - University of MN Extension
- UMD Center of American Indian and Minority Health
- UMD Swenson College of Science and Engineering
- University of Wisconsin Superior - Academic Service Learning
- Valley Youth Center
- YES Duluth
- Zen Eyecare

DCSC and DPS Partnership Snapshot

DCSC has partnered with DPS as a nonprofit organization since 2001 (previously Grant Community School Collaborative). Financial data below from FY 2022.

DCSC and Community Support

- **Secured ~$500k in grants, contributions, and in-kind donations in 2022**
- **DCSC employs 8 FT staff, PT/Seasonal staff, and coordinates volunteers & community partners**

Joint Support

- **Secured $442k MDE Full-Service Community School grant for 2.5 years (DCSC wrote, awarded to DPS/Myers-Wilkins)**
- **Co-wrote & managed $5k grant from Northland w/ OEE**

DPS Support

- **Employ FT FSCS at Lincoln Park Middle School**
- **In-Kind Space and DPS time to support FSCS work**
- **$155k* of contracts in 2022 with DCSC (majority of contract funded w/ MDE Grant)**

Four Pillars of Community Schools

- Collaborative Leadership Practices
- Active Family & Community Engagement
- Expanded & Enriched Learning Time & Opportunities
- Integrated Student Supports

Our Current Family Engagement Priorities

Co-Design Team
(Monthly meetings, interviews, & school teams)

FSCS Leadership Team
(Monthly meetings & decision making)

Helping you help your student attend school consistently
(90% of days)

Helping you complete the School Climate Survey
(fall and spring)

Building trusting, authentic relationships with you & school staff
(Events, conferences, communication)

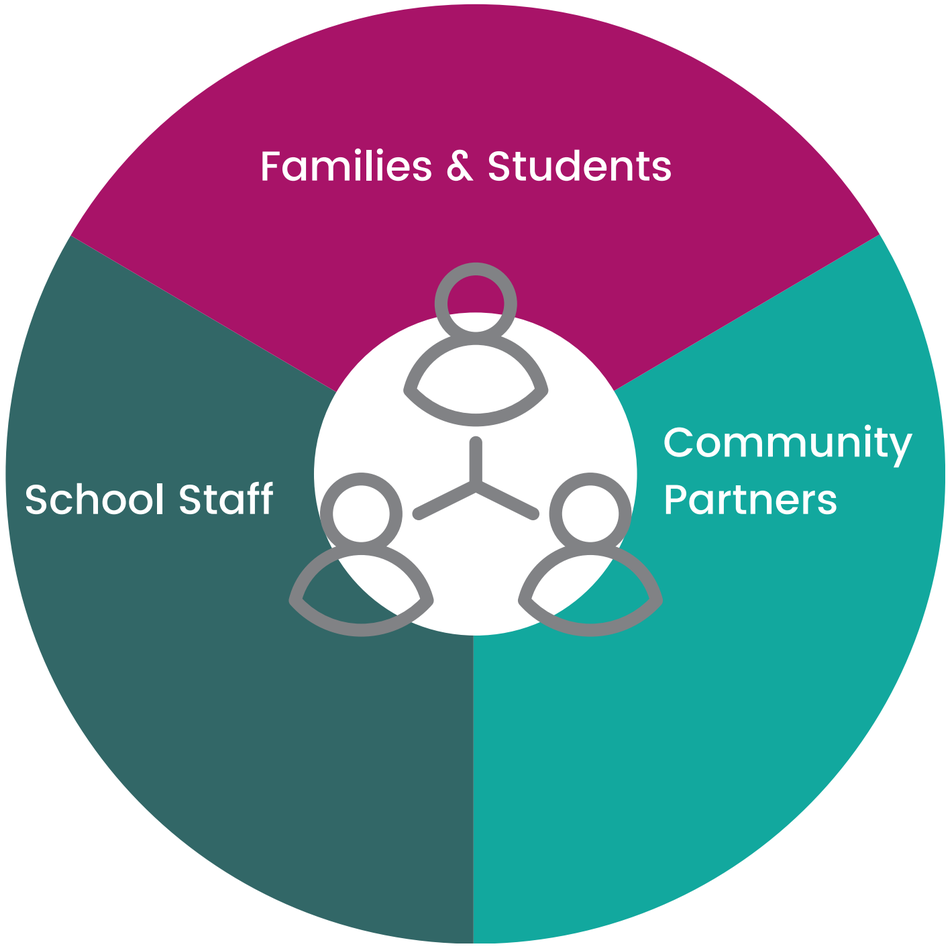
Helping school feel safe & welcoming to you
(Spaces & culture)

Family involvement is important for this to work!

<u>Shared Power, Accountability and Measurable Results:</u>

Shared-power partnerships equally value humanity, community wisdom, youth voice, and reliable community data in the development of shared goals. Using results-based leadership practices, we hold ourselves and each other accountable for achieving measurable results.

Full-Service Community School Leadership Team



Monthly Meetings

- Get updates on the strategies from the principal and the FSCS Coordinator
- Provide input and help find resources to make the strategies happen
- Help update and develop strategies with the team

Full-Service Community School

Co-Design Team

Monthly Meetings with a School Team

1. Learn about the co-design model and the strategies your school is implementing

2. Hear what changes will be made based on your conversations

Host Conversations

1. Have conversations with people you know who are impacted by the strategies

2. Let them know what team is doing to adapt the strategy based on their input

Share Learnings from Conversations to the School Team

Inform team what really matters to people impacted by the strategy

Talk to your FSCS Coordinator to learn more!

Expanded and Enriched Learning Time and Opportunities

We develop and lead out-of-school time programming, as well as coordinate partner programs in the schools and connect students to programs outside of the school.

What types of programming do we offer? Academic tutoring, athletic/sports, arts, emotional wellbeing, STEM, nature-based, culturally-specific programming

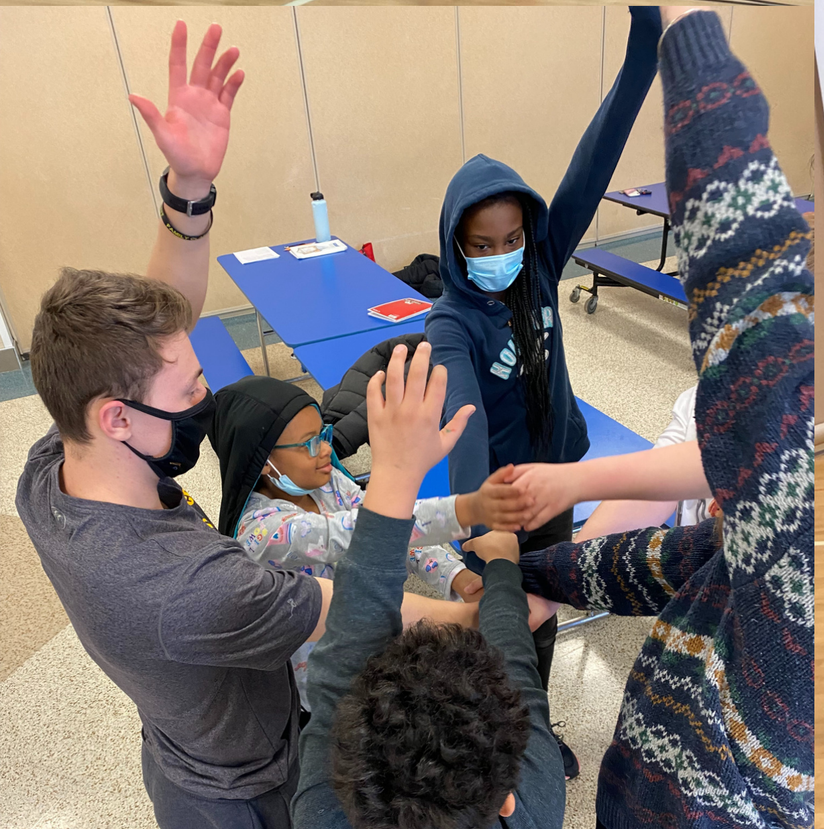
Who leads programs? Our staff, teachers, and community partner organizations, with the support of volunteers.

When do programs happen? Monday - Thursday during the school year and coordinated with summer school in the summer

What makes programs accessible? Free transportation, deep connection with school staff, afterschool snack/meal

Expanded and Enriched Learning Time and Opportunities

SPALDING
EXCEL
TF500
ALL SURFACE



Integrated Student Supports

Food and Basic Need Pantries at three Community Schools: groceries, hygiene items, school-day snacks, clothing, school supplies, etc.

Community Health Coordinator 1:1 unique support for students & families including dental and medical appointments, eye glasses support, access to community resources, transportation, etc.

Fresh Fruits and Vegetables Program: 2x/week snack to all Myers-Wilkins students

WHY are we Community Schools?

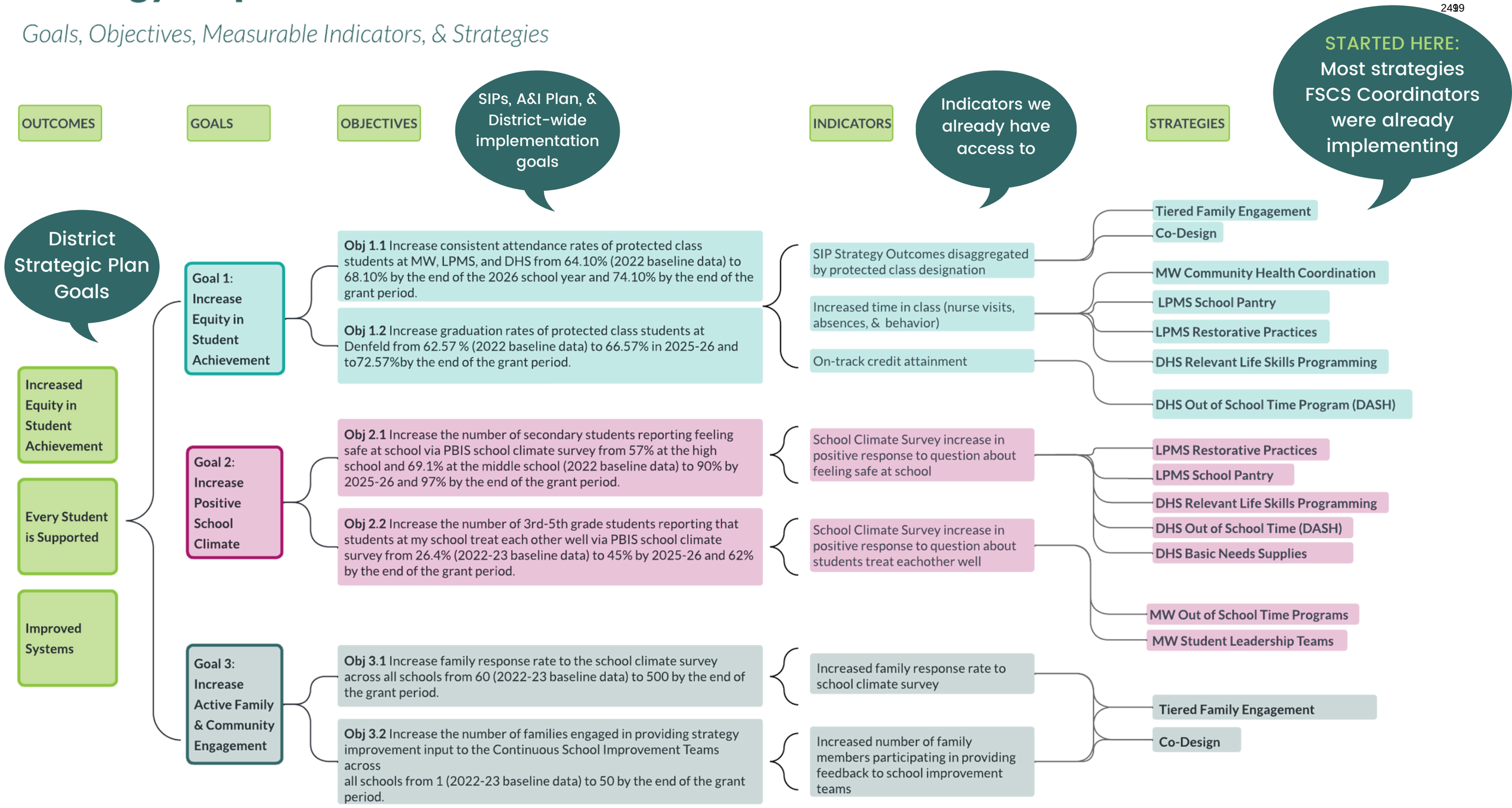
Because we know we need to do better for our kids at Myers-Wilkins, Lincoln Park, and Denfeld

Especially in the areas of

- Equity in Student Achievement
- School Climate
- Family Engagement

Strategy Map

Goals, Objectives, Measurable Indicators, & Strategies



Goals for Increasing Equity in Student Achievement:

Increase consistent attendance rates of protected class students at MW, LPMS, and DHS from 64.10% (2022 baseline data) to 68.10% by the end of the 2026 school year

Increase graduation rates of protected class students at Denfeld from 62.57% (2022 baseline data) to 66.57% in 2025-26

Goals for Increasing a Positive School Climate:

Increase the number of secondary students reporting feeling safe at school via PBIS school climate survey from 57% at the high school and 69.1% at the middle school (2022 baseline data) to 90% by 2025-26

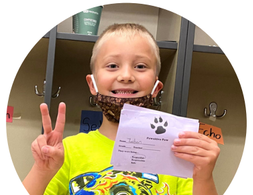
Increase the number of 3rd-5th grade students reporting that students at my school treat each other well via PBIS school climate survey from 26.4% (2022-23 baseline data) to 45% by 2025-26

Goals for Increasing Active Family Engagement:

Increase family response rate to the school climate survey across all schools from 60 (2022-23 baseline data) to 500 by the end of the grant period.

Increase the number of families engaged in providing strategy improvement input to the Continuous School Improvement Teams across all schools from 1 (2022-23 baseline data) to 50 by the end of the grant period.

DENFELD
BLACK STUDENTS ASSOCIATION
OUR ROOTS RUN DEEP



Thank You!

COW Agenda Cover Sheet

Meeting Date: **Dec 5, 2023**

Topic: World's Best Workforce Annual Meeting: A Report to the Community

Presenter(s): Dr. Tawnyea Lake, Director of Assessment and Evaluation; Jen Larva, Director of Secondary Education; Brenda Spartz, Director of Elementary Education; Jen Jaros, Early Childhood Family Education Coordinator; Heidi Schuchman, District Assessment Coordinator; Dale Uselman, Curriculum Coordinator; Lora Thurston, Assistant Director of Special Services; and Danette Seboe, Principal Career and Technical Education & Career and College Readiness.

Attachment (yes or no): Yes WBWF Annual Meeting - COW Meeting - December 2023 (Also the WBWF Plan - pdf version sent via email)

Brief Summary of Presentation or Topic (no more than a few sentences): This presentation will provide an overview of the WBWF legislation, report on the progress towards meeting last year's goals, and provide an overview of the strategies that will be implemented to address this year's goals.

World's Best Workforce Annual Meeting: A Report to the Community

December 5, 2023

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Tonight's Agenda

Overview of WBWF

Our Plan - Goals and Strategies

Additional Feedback / Future Considerations

Next Steps

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Ten Minnesota Commitments to Equity

1. Prioritize equity.
2. Start from within.
3. Measure what matters.
4. Go local.
5. Follow the money.
6. Start early.
7. Monitor implementation of standards.
8. Value people.
9. Improve conditions for learning.
10. Give students options.

Overview

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What is it?

The World's Best Workforce bill was passed in 2013 to ensure that school districts and charter schools in Minnesota enhance student achievement through teaching and learning supports.

School boards that govern districts and charter schools are required to develop comprehensive, long-term strategic plans that address five goal areas

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Our Process to Develop the Plan

Reviewed last year's goals, strategies, and results

Developed a draft plan to address our goals and to improve our results

Built a representative WBWF advisory committee; planned event to gather feedback from advisory committee

Held event to communicate results and to gather feedback on plan

Reviewed feedback from WBWF advisory committee; revised plan to reflect feedback

*Items on the following slides marked with an *asterisk* represent additions and/or modifications that were made to the plan based on feedback from the advisory committee*

Our Plan - Goals and Strategies

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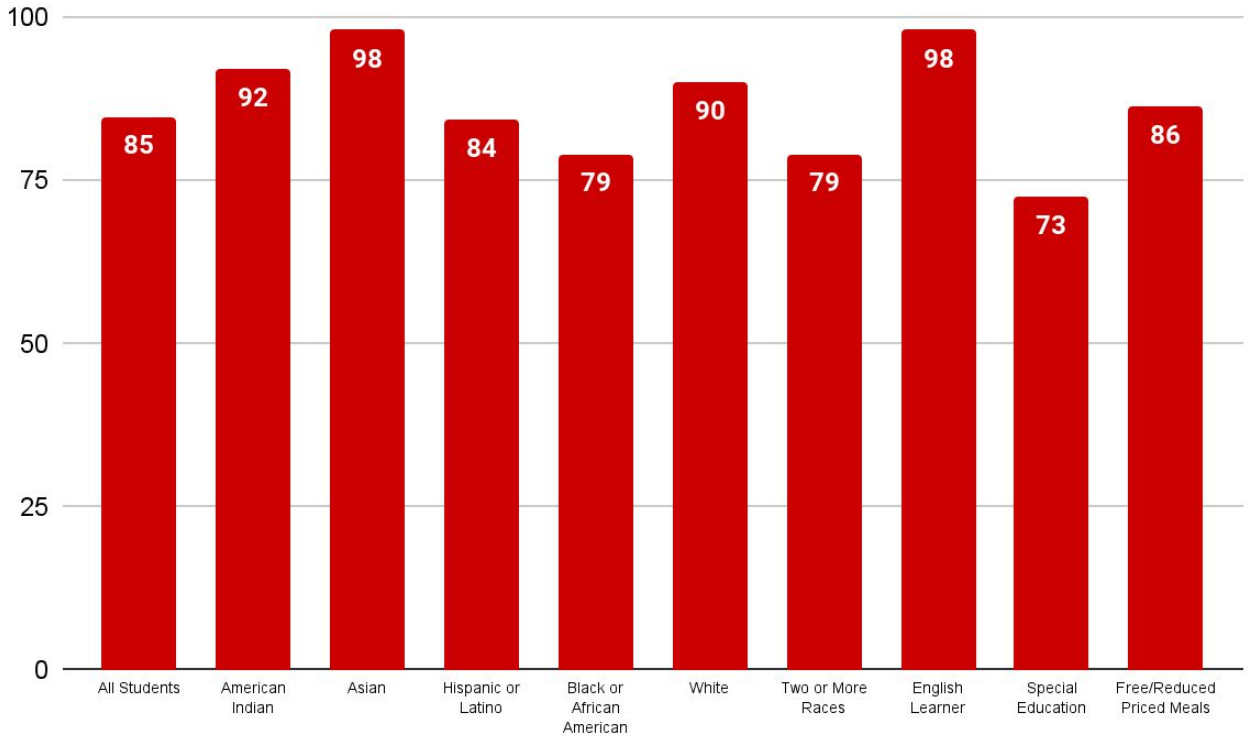
Kindergarten Readiness Goal

2632

By Spring 2023, 85% of 4-year-old children who participate in Duluth Public Schools preschool programs will score within the "End of the Year Before Kindergarten Range" in 4 out of 5 domains as measured by the Desired Results Developmental Profile. Domains include: Approaches to Learning, Social & Emotional, Language & Literacy, Cognition, and Physical.



Met: All Students, American Indian, Asian, White, English Learners, Free/Reduced Priced Meals

Kindergarten Readiness Strategies

Supporting Every Student

- Deliver content through developmentally appropriate practice of teaching
- Fully implement the Pyramid Model
- Provide individualized coaching for preschool teachers
- Offer information and support to parents that assist them in parenting young children*
- Offer home visits as a way to build connections
- Continue to provide high quality ECFE and parent education services in schools and sites district-wide
- Added more mental health support at the preschool level*

Kindergarten Readiness Strategies

Advancing Equity

- Prioritize serving the most vulnerable population within our community (homeless, foster care, etc.).

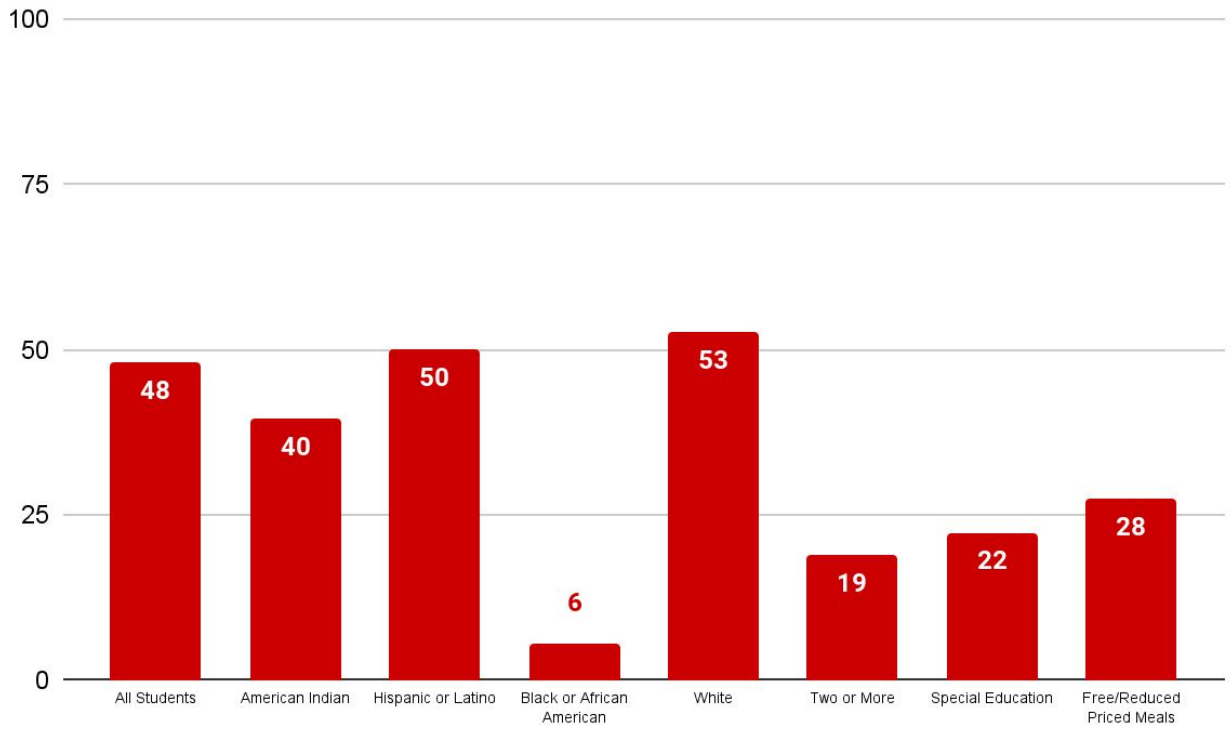
Improving Systems

- Build relationships with parents, families, and community partners
- Include family voice through parent advisory boards for ECFE and Preschool
- Revive the P3 (Prenatal-Grade 3) Committee

Third Grade Literacy

By 2024-2025, 62.0% of third grade students will be proficient in reading, as measured by the annual statewide accountability assessments. No student group will have a proficiency rate lower than 57.0%.

2022-2023 Targets	
All Students	55.9%
American Indian	34.4%
Hispanic or Latino	69.2%
Black or African American	22.6%
White	57.3%
Two or More Races	45.3%
Special Education	32.0%
Free/Reduced Lunch	37.9%



Met: American Indian

Third Grade Literacy Strategies

Supporting Every Student

- Train elementary teachers on best practices and resources for teaching reading
- Establish small group instruction to provide additional reading support
- Implement tools to teach individual students and whole classes specific reading skills
- Provide ongoing training and support for interventionists on progress monitoring*
- Introduce early reading skills using evidence-based instruction
- Provide training for K-2 teachers on evidence-based early reading instruction and the science of reading*
- Identify students in grades K-2 who are at risk of not reading at grade level by the end of second grade*
- Communicate with parents/guardians about the literacy development of their children

Third Grade Literacy Strategies

Advancing Equity

- Purchased diverse classroom libraries to reflect our diverse student population
- Implement a library PORT card to provide students with easy access to public library resources*

Improving Systems

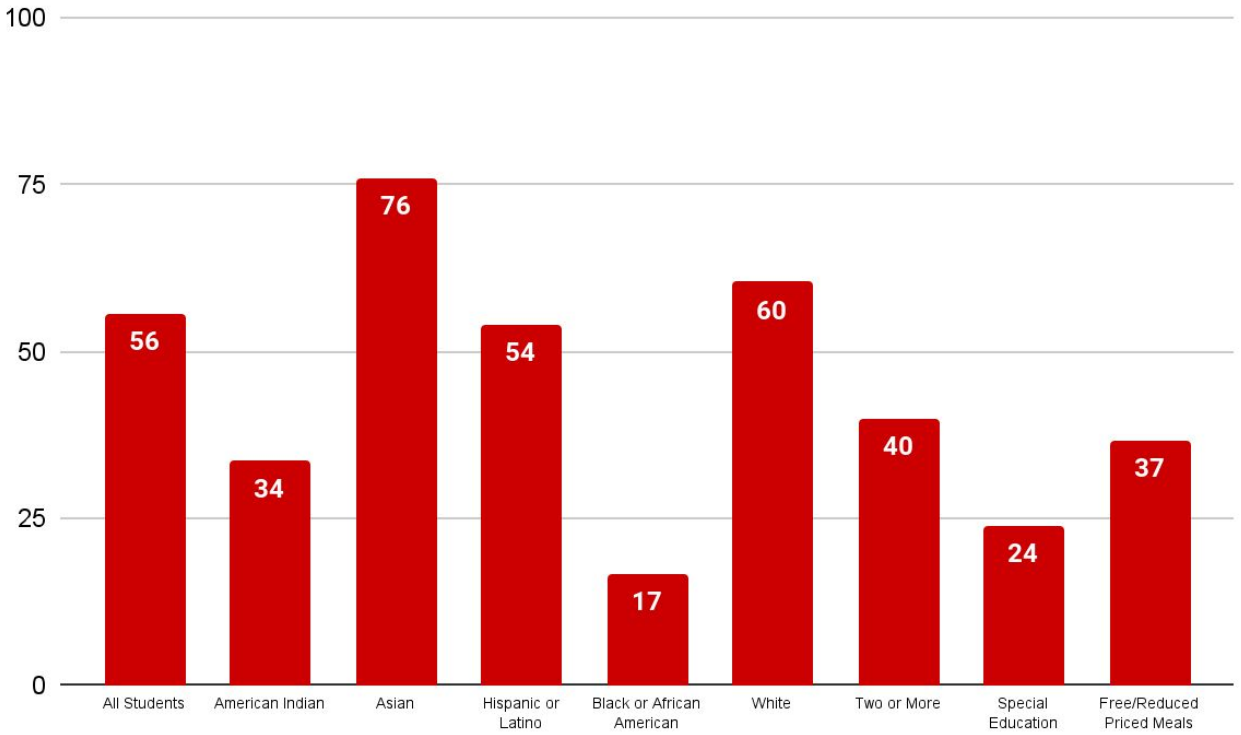
- Review and monitor effective use of data to guide teaching and learning

Achievement Gap - Reading

2688

By 2024-2025, 63.8% of students will be proficient in reading, as measured by the annual statewide accountability assessments. No student group will have a proficiency rate lower than 58.8%.

2022-2023 Targets	
All Students	59.0%
American Indian	34.0%
Asian	69.0%
Hispanic or Latino	52.9%
Black or African American	35.3%
White	60.7%
Two or More Races	46.4%
Special Education	35.6%
Free/Reduced Lunch	41.7%



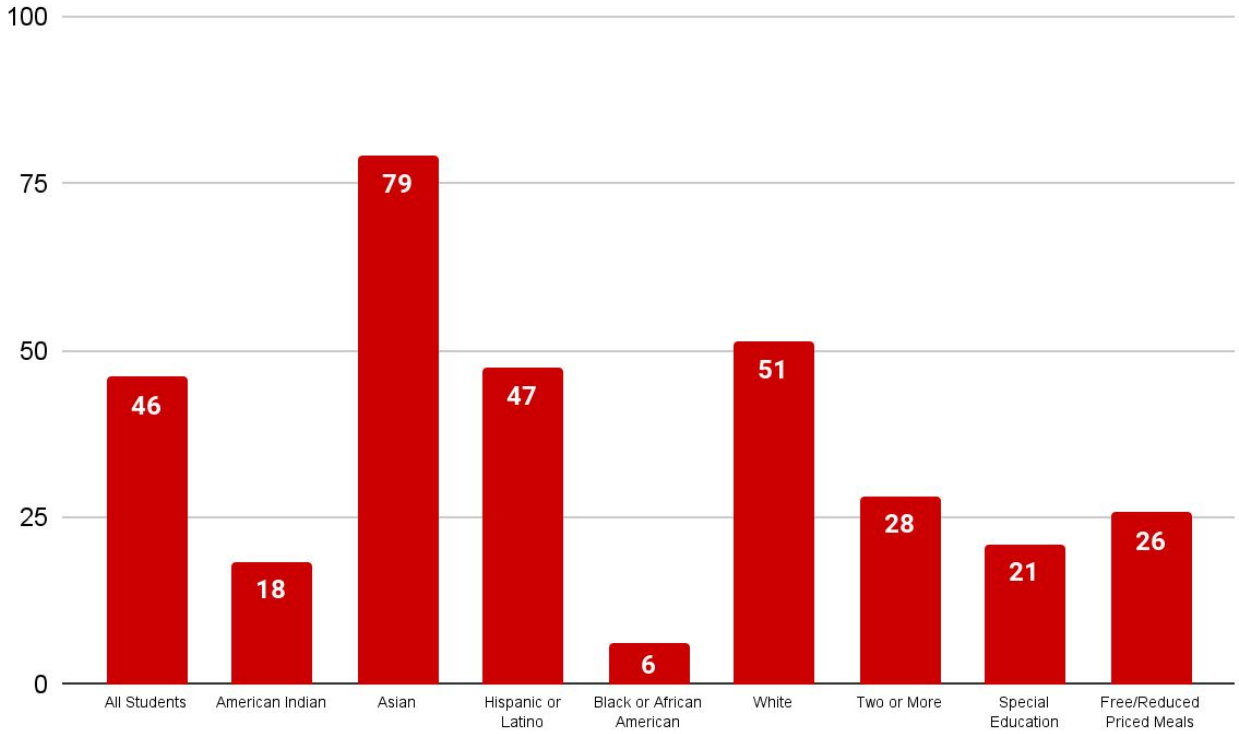
Met: American Indian, Asian, Hispanic

By 2024-2025, 59.1% of students will be proficient in math, as measured by the annual statewide accountability assessments. No student group will have a proficiency rate lower than 54.1%.

2022-2023 Targets	
All Students	50.4%
American Indian	24.8%
Asian	64.0%
Hispanic or Latino	38.8%
Black or African American	54.6
White	52.2%
Two or More Races	38.3%
Special Education	32.3%
Free/Reduced Lunch	34.4%

Achievement Gap - Math

2699



Met: Asian, Hispanic or Latino

Achievement Gap Strategies

Supporting Every Student

- Implement Positive Behavioral Interventions and Supports (PBIS) district-wide*
- Teachers work within Professional Learning Communities (PLCs) to review student data, identify learning targets, and plan lessons to support student learning needs
- In 2023–24, PLCs will focus on providing identifying skills and concepts from standards, mapping learning progressions, communicating learning intentions and developing success criteria to provide better clarity to students about what they are learning and how to be successful.*

Achievement Gap Strategies

Advancing Equity

- Ongoing implementation of the Misaabekong Ojibwe Language Immersion, Oshki-Inwewin preschool, and the Nueva Vision Spanish Immersion programs at Lowell Elementary
- Expand the Spanish Immersion program has expanded to include Lincoln Park Middle School (2023-2024)*
- Added two extra weeks to the Extended School Year (ESY) Program.*
- Expanded Check & Connect to include Integration Specialists and American Indian Home School Liaisons *
- Engage in the Instructional Leadership Academy through the Center of Educational Leadership (principals and district administrators)

Achievement Gap Strategies

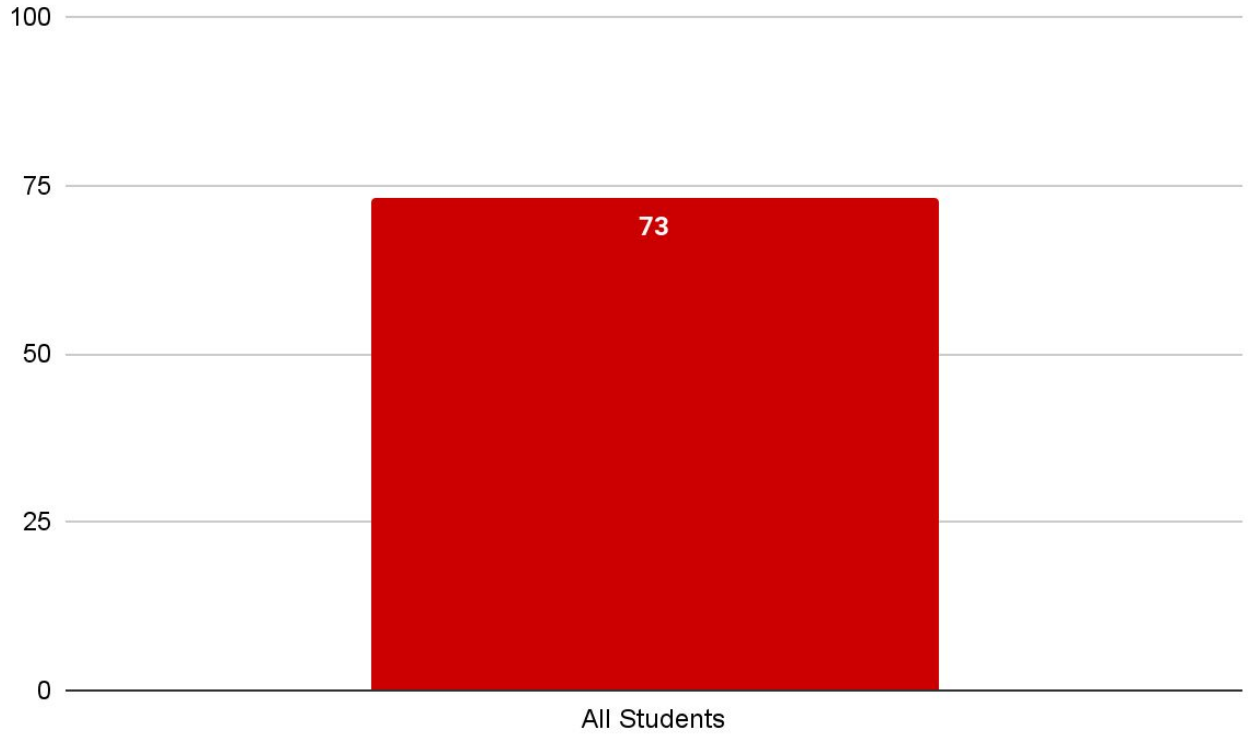
Improving Systems

- Implemented new data system to make data to make the data needed to address disproportionality in discipline practices more accessible*
- Hired a Family and Community Engagement Specialist to focus on engaging families and connecting them to resources

College and Career Readiness

2783

By the end of their 9th grade year, 90% of students will use the exploration tools in the Minnesota Career Information System to develop a Personal Learning Plan based on their individual interests, skills, and career goals.



College and Career Readiness Strategies

Supporting Every Student

- Partnered with the Duluth Workforce Center to provide a career counselor to help our most at-risk students explore career opportunities.
- Continue to expand Career and Technical Education offerings and availability to students in grades 9-12
- Continue to provide a minimum of 5 district-wide experiential opportunities for career and college awareness: site-based College and Career Fairs, Construct Tomorrow, Healthcare Career Fair, Tour of Manufacturing, Law Enforcement Career Fair, Military Career Fair, child care, education professional, etc.

College and Career Readiness Strategies

Supporting Every Student

- Denfeld and East High Schools are supported by Career Centers. These centers work closely with the Principal of College and Career Readiness and with site counseling departments to bring exploration activities to students.
- Students have the opportunity to earn concurrent college credit through our College in the Schools (CITS) courses.
- Advanced Placement (AP) courses provide opportunities for students to take AP tests that colleges may honor in place of course work. Additionally, student bilinguals are able to take an exam and earn world language college credit through the MN Bilingual Seals program.

College and Career Readiness Strategies

Improving Systems

- Hired a principal to expand CTE offerings, grow current programs, lead district teams through planning K-12 college and career exploration, support career centers, and grow connections to local colleges, business and industries

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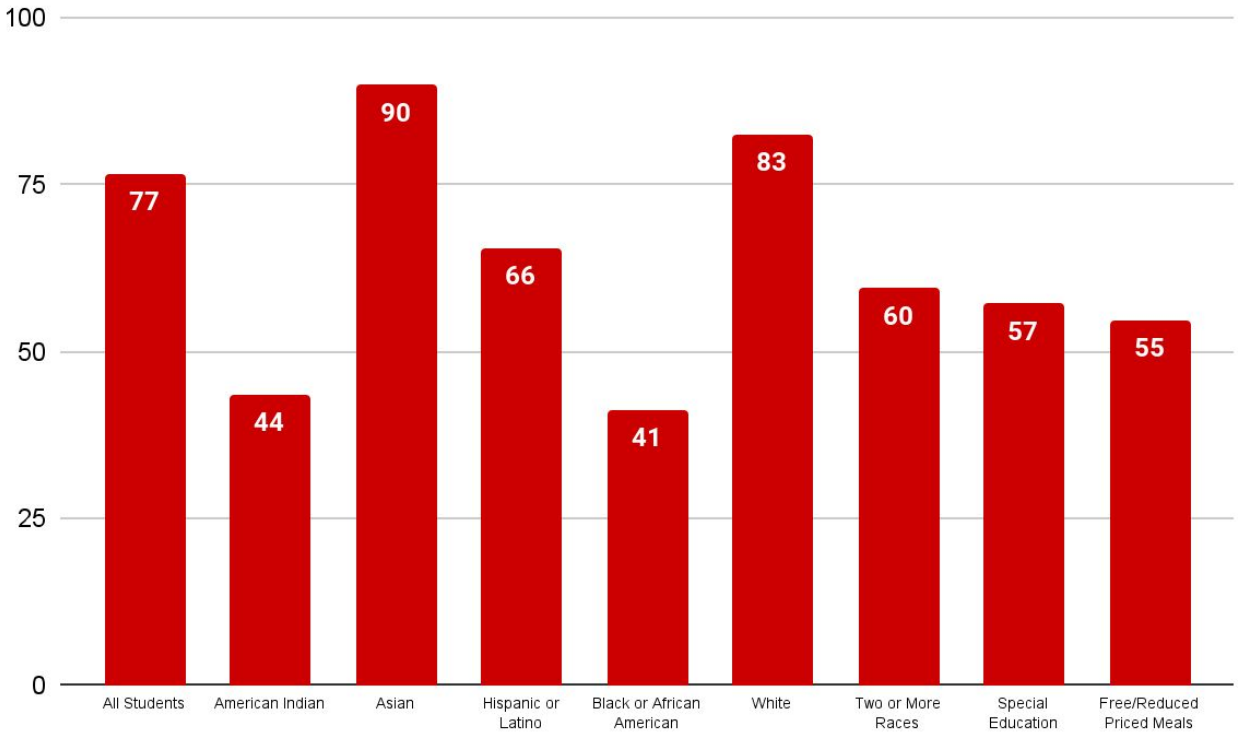
Graduation

By 2025, the four-year graduation rate will be 90%, with no groups lower than 85%.

2022-2023 Targets	
All Students	77.6%
American Indian	56.4%
Asian	83.9%
Hispanic or Latino	64.0%
Black or African American	54.6%
White	79.5%
Two or More Races	67.8%
Special Education	63.34%
Free/Reduced Lunch	62.7%



Met: Asian, Hispanic or Latino, White

Graduation Strategies

Supporting Every Student

- Provided additional funding to support more school counselors at the secondary level
- Dedicated additional FTE to Denfeld and East to support seniors and juniors who are making efforts to recover credits to graduate on time

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Graduation Strategies

Advancing Equity

- Provide mentors to students in grades 6-12 who are at risk of dropping out of school based on attendance, grades, and behavior data (goal: 80% of students supported will be students of color and/or receiving special education services
- Continue to use a School Within a School model in core courses in 6-10 grades to provide more support for students who struggle with grade level content
- Offer a restorative alternative to suspension program to reduce punitive disciplinary practices*
- Reduced the self-transportation boundary to 1 mile allowing more students access to district buses in an attempt to reduce absenteeism*

Graduation Strategies

Improving Systems

- Implement a new data system to help data teams quickly identify students in need of support*

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Additional Feedback / Future Considerations

- Focus on strategies that specifically target reducing disparities
- Track students Duluth Preschool students through graduation
- Provide training for parents on how to work with their children on literacy development
- Develop partnerships and additional programming to better support teen parents
- Incorporate additional qualitative data into district reports

Next Steps

- Distribute final report / communicate results to the community
- Implement and monitor the plan
- Brainstorm ways to continue to collaborate with the community meaningful ways (District Advisory Committee)
- Align WBWF goals, strategies, process with strategic plan

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Additional Information

Achievement and Integration Plan

Combined WBWF / A & I Data Submission

Reading Well By Grade 3 Plan

Reading Well By Grade 3 Data Submission

WBWF Plan

WBWF Data Tables

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2023 WORLD'S BEST WORKFORCE

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Overview

The World's Best Workforce Plan (state statute, section 120B.11) is a comprehensive, long-term strategic plan to support and improve learning and teaching with the ultimate goal of creating the World's Best Workforce. It is intended to serve as a foundational document that aligns educational initiatives that serve students in pre-k through high school and is based upon the five following goals:

- All children are ready for school.
- All third-graders can read at grade level.
- All racial and economic achievement gaps between students are closed.
- All students are ready for career and college.
- All students graduate from high school.

The Duluth Public Schools World's Best Workforce Plan serves as a blueprint that demonstrates how current district initiatives and plans work together in a concerted effort to engage, inspire, educate, prepare and empower all learners in partnership with their surrounding community to be successful in the present and future society.

There are many district plans and policies that support World's Best Workforce goal areas. Those plans/policies include the following:

- Head Start Annual Plan
- Local Literacy Plan: Read Well by Grade Three
- Achievement & Integration
- American Indian Education Plan
- Teacher Development and Evaluation Plan
- Principal Development and Evaluation Plan
- Duluth Public Schools MTSS Handbook
- PLC Handbook
- Continuous Improvement Handbook
- Duluth Public Schools Staff Development Plan
- Early Kindergarten Procedures:
  - Student Promotion, Retention, and Program Design, Policy 513 and 513R

Mission

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

Vision

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

Strategic Plan

Duluth Public Schools worked on a comprehensive strategic planning process from April 2022 through May 2023. The overall process and strategic plan were created with input from Duluth Public Schools students, staff, families and community members focused on future system-wide enhancements to improve outcomes for students. The planning has resulted in a 3-year operational plan, a progress monitoring schedule and a 3-year school board plan. The Strategic Roadmap includes the district's mission, vision, core values, desired daily experiences and strategic directions.

Strategic Directions

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

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

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

Core Values

Learning

Equity

Excellence

Collaboration

Belonging

Access to Excellent and Diverse Teachers

The percent of students of color in the district is 22.5% while the percentage of teachers of color is at 15.72%. In order to attract more diverse candidates, Duluth Public Schools posts open teaching positions on a variety of job sites, collaborates with universities to provide quality student teaching experiences for emerging educators.

The district uses EdPost — the state's primary source for teacher recruitment — to announce job openings. In addition, teaching jobs are posted at the Handshake website, state-level and nationwide job-posting websites to recruit candidates from outside Minnesota. Teaching positions are also posted on the National Indian Education Association and the National Alliance of Black School Educators. Job openings are also posted at school social media outlets and the Minnesota state workforce center and Wisconsin state workforce center.

Our licensed teaching staff is currently unrepresented by the student racial and ethnic groups of Native Hawaiian or other Pacific Islander and individuals of two or more races.

- The education background of our teaching staff is currently made up of over 77% Master's or higher degreed teachers. Furthermore, over 90% of our teachers are experienced teachers.
- Additionally, if we have staff that are viewed as ineffective teachers in an area of their evaluation, we are providing support and improvement plans to help that teacher become effective again. Our District's goal is to recruit, hire and retain a teaching staff that more closely reflects our student demographics in terms of percentage racially/ethnically diverse.
- Increased advertisement and job posting locations. 100% of teacher positions were filled before the start of the school year.
- Increased percentage in teachers of color from 6.15% up to 15.72%
- Percentage of teachers with a master's degree or higher is 77%
- Percentage of teachers with more than 3 years experience is 90%

GOAL 1

All children are ready for school

365
students served in seven elementary schools

55%
of Head Start students served identify as a race other than white

Student Achievement Goal:

By Spring of 2024, 85% of 4-year-old children who participate in Duluth Public Schools preschool programs will score within the "End of the Year Before Kindergarten Range" in 4 out of 5 domains as measured by the Desired Results Developmental Profile. Domains include Approaches to Learning, Social & Emotional, Language & Literacy, Cognition, and Physical. Growth across all demographic groups will be monitored.

Strategies Implemented to Meeting the Goal:

Supporting Every Student

- Deliver content through developmentally appropriate practice of teaching.
- Full implementation of a behavioral framework called the Pyramid Model.
- Across the district, preschool teachers are receiving individualized coaching to improve their skills in the classroom.
- Offer information and support to parents that assist them in parenting young children in multiple ways, including videos, handouts, text messages, conferences, parent engagement events and more.*
- Offer home visits as a way to build connections at the beginning and end of the school year, and as a program option.
- Continue to provide high quality Early Childhood Family Education (ECFE) and parent education services in schools and sites district-wide so that all families have access.
- Added more mental health support at the preschool level.*

Advancing Equity

- Prioritize serving the most vulnerable population within our community (homeless, foster care, etc.).

Improving Systems

- Build relationships with parents, families, and community partners to provide information, support, and education.
- Include family voice through parent advisory boards for ECFE and Preschool.
- Revive the P3 (Prenatal to Grade 3) Committee to ensure seamless transitions throughout the early years of a child's life.

**Indicates changes made after feedback from the World's Best Workforce Advisory Committee*

GOAL 2

All 3rd graders can read at grade level

Our mission as part of our Local Literacy Plan is to ensure students read at grade level by the end of grade three. To accomplish this mission, we plan to:

- Use data to identify and support students who are not reading at grade level.
- Provide ongoing training to staff.
- Engage with families about reading progress and ways to support efforts at home.
- Ensure high quality education for every student.
- Promote positive school attendance as essential to literacy learning at school.

Student Achievement Goal:

By 2024-2025, 62% of third-grade students will be proficient in reading, as measured by the annual statewide accountability assessments (MCA and MTAS, all students tested). No student group will have a proficiency rate lower than 57%.

Strategies Implemented to Meeting the Goal:

Supporting Every Student

- Train elementary teachers on best practices and resources for teaching reading.
- Establish small group instruction to provide additional reading support to students in need.
- Implement tools to teach individual students and whole classes specific reading skills.
- Ongoing training and support for academic interventionists to use progress monitoring assessments to identify students in need of more support.*
- Introduce early reading skills using evidence-based instruction.
- K-2 teachers receive training in evidenced-based early reading instruction based on the five pillars of reading: phonemic awareness, phonics, fluency, vocabulary and comprehension.*
- Provide training on the science of reading consistent with state statutes.*
- Identify students each year in grades K-2 who are at risk of not reading at grade level by the end of second grade.*
- Communicate with parents and guardians about the literacy development of their children.

Advancing Equity

- Diverse classroom libraries were purchased to reflect and respond to a diverse student population.
- Implemented a Library PORT card to allow students access to public library resources more readily.*

Improving Systems

- Review and monitor effective use of data to guide teaching and learning.

**Indicates changes made after feedback from the World's Best Workforce Advisory Committee*

GOAL 3

All racial and economic achievement gaps between students are closed

One of the greatest and most pressing challenges facing Duluth's schools — and school districts across the country — is ensuring high achievement for all students. Our school district examines educational data and breaks it down into various demographics. Locally and nationally, race, ethnicity, socioeconomic status, and special education are areas where we need to increase student achievement.

As educators, and as a community, we want all students to realize their full potential. Our goal is to continue to work as a team to implement evidence-based practices to ensure high achievement for all students.

Student Achievement Goal:

Long-Term: By 2024-2025, 63.8% of students will be proficient in reading, as measured by the annual statewide accountability assessments (all students tested). No student group will have a proficiency rate lower than 58.8%.

Strategies Implemented to Meeting the Goal:

Supporting Every Student

- All schools are implementing Positive Behavioral Interventions and Supports (PBIS) frameworks to support student social-emotional behavioral needs.*
- Teachers work within Professional Learning Communities (PLCs) to review student data, identified learning targets, and plan lessons to support student learning needs. During the 2023-24 school year, PLCs will focus on providing identifying skills and concepts from standards, mapping learning progressions, communicating learning intentions and developing success criteria in order to provide better clarity to students about what they are learning and how to be successful.*

Advancing Equity

- Ongoing implementation of the Misaabekong Ojibwe Language Immersion, Oshki-Inwewin preschool, and the Nueva Visión Spanish Immersion programs at Lowell Elementary. During the 2023-24 school year, the Spanish Immersion program has expanded to include Lincoln Park Middle School.*
- To support the recovery services needs the Special Service Department added two extra weeks to the Extended School Year (ESY) Program.*
- Expanded Check & Connect to include Integration Specialists and American Indian Home School Liaisons to provide student supports to improve academic proficiency, increase graduation rates and improve college or career readiness.*
- In 2023-24, Principals and district leaders are engaged in the Instructional Leadership Academy through the Center of Educational Leadership to further support the learning in the classroom that positively impacts student outcomes.*

Improving Systems

- As part of the PBIS system, district and building teams are using data for analyzing and addressing disproportionality in discipline practices. A new data system that combines all student data from multiple sources into one easy application is being implemented in teams across the district to support this work.*
- To support the implementation of family engagement initiatives to give parents access to district resources and increase communication, a Family and Community Engagement Specialist was hired during the 2023-24 school year to connect families to resources.

**Indicates changes made after feedback from the World's Best Workforce Advisory Committee*

GOAL 4

All students are ready for career & college

54
CTE courses offered in grades 9-12

1,046
students took at least one CTE Course

417
students taking more than 2 courses in one career field (concentrators).

87%
of concentrators graduate with in 4 years

Student Achievement Goal:

By the end of their 9th grade year, 90% of students will use the exploration tools in the Minnesota Career Information System to develop a Personal Learning Plan based on their individual interests, skills, and career goals.

Strategies Implemented to Meeting the Goal:

Supporting Every Student

- Duluth Public Schools has partnered through grants with the Duluth Workforce Center to provide a career counselor split between each high school site to help our most at-risk students explore career opportunities.
- Duluth Public Schools continues to expand Career and Technical Education (CTE) offerings and availability to students in grades 9-12.
- Duluth Public Schools continues to provide a minimum of 5 district-wide experiential opportunities for career and college awareness: site-based College and Career Fairs, Construct Tomorrow, Healthcare Career Fair, Tour of Manufacturing. Law Enforcement Career Fair, Military Career Fair, child care, education professional, etc.
- Denfeld and East High Schools are supported by staffed Career Centers. These centers work closely with the Principal of College and Career Readiness and with site counseling departments to bring exploration activities to students.
- Students have the opportunity to earn concurrent college credit through our College in the Schools (CITS) courses.
- Advanced Placement (AP) courses provide opportunities for students to take AP tests that colleges may honor in place of course work. Additionally, students bilinguals are able to take an exam and earn world language college credit through the MN Bilingual Seals program.

Improving Systems

- Hired a CTE principal to expand CTE offerings, grow current programs, leading district teams through planning K-12 college and career exploration, supporting career centers, growing connections to local colleges, businesses and industries. Work-based learning. Career and tech ed internships, defining the pathways, finding pathway opportunities for students.*

**Indicates changes made after feedback from the World's Best Workforce Advisory Committee*

GOAL 5

All students graduate from high school

Minnesota and Duluth Public Schools define career and college readiness as high school graduates having the "knowledge, skills, and competencies to successfully pursue a career pathway, including postsecondary credit leading to a degree, diploma, certificate, or industry-recognized credential and employment."

With the new goal the district has set for college and career readiness, we are working toward better preparing students with the knowledge, skills, mindset, and experiences to successfully navigate toward a viable career.

Student Achievement Goal:

By Spring of 2025, the four-year graduation rate of the All Students group will increase to 90%. No student group will have a four-year graduation rate below 85%.

Strategies Implemented to Meeting the Goal:

Supporting Every Student

- Additional funding has been provided to support more school counselors at the secondary level to provide individualized support for all students in their social, emotional, behavioral and academic progress.
- The district has dedicated additional FTE to Denfeld and East to support seniors and juniors who are making efforts to recover credits to graduate on time.

Advancing Equity

- We are continuing to use the Check & Connect program to provide mentors to students in grades 6-12 who are at risk of dropping out of school based on attendance, grades, and behavior data. The district has added a goal within Check & Connect that 80% of students supported will be students of color and/or special education status, providing additional focus on improving those graduation rates.
- Duluth Public Schools continues to use a School Within a School model in core courses in 6-10th grade to provide more support for students who struggle with grade level content in an effort to get them ready for future success in all courses.
- Our alternative to suspension program is a restorative intervention that may be offered at the school sites to reduce punitive disciplinary practices with the goal to reduce the number of out of school suspension days across the district.*
- In 2023-24, the district reduced the self-transportation boundary to 1 mile allowing more students access to district buses in an attempt to reduce absenteeism.*

Improving Systems

- A new data system allows data teams to identify students in need of support academically and behaviorally more easily. The system gives teams a way to look at multiple aspects of student success and identify at-risk students before they fall behind.*

**Indicates changes made after feedback from the World's Best Workforce Advisory Committee*

Understanding the Data

There are several factors to consider when reviewing the District's data.

- The data listed in the goals and strategies areas are based on locally administered assessments as well as the state accountability assessments.
- Beginning in 2018-2019 the Minnesota Department of Education recalculated all statewide accountability data using eight race definitions.
- There is no state accountability data reported in 2019-2020 because state testing was canceled due to the pandemic.
- In 2021, there were historically low participation rates in statewide accountability testing.
- When 10 or fewer students tested in an area, the data is suppressed to maintain data privacy.

Due to these factors, year-to-year comparisons should be made with caution.

Year	% Tested Math	% Tested Reading
2017	97.1	98.3
2018	97.1	98.6
2019	97.5	97.8
2020	N/A	N/A
2021	73.3	73.2
2022	94.1	96.4
2023	94.1	94.9

All children are ready for school

2022-2023 Goal: By Spring of 2023, 85% of 4-year-old children who participate in Duluth Public Schools preschool programs will score within the "End of the Year Before Kindergarten Range" in 4 out of 5 domains as measured by the Desired Results Developmental Profile. Domains include Approaches to Learning, Social & Emotional, Language & Literacy, Cognition, and Physical. Growth across all demographic groups will be monitored.

Percent of Students Who Scored within the End of the Year Before Kindergarten Range in 4 of 5 Domains	2022-2023
All students	84.75
American Indian	92
Asian	>98
Hispanic or Latino	84.25
Native Hawaiian or Pacific Islander	*
Other Indigenous Peoples	*
Black or African American	79
White	90
Two or More Races	79
English Learner	>98
Special Education	72.5
Free/Reduced Priced Meals	86.25

All 3rd graders can read at grade level

Long-Term: By 2024-2025, 62.0% of third grade students will be proficient in reading, as measured by the annual statewide accountability assessments (all students tested). No student group will have a proficiency rate lower than 57.0%

Annual Target: By Spring of 2022-23, third grade reading proficiency will increase from 52.8% in 2021-2022 to 55.9% as measured by All Accountability Tests, All Students Tested.

Percent Proficient All Accountability Assessments Reading - Grade 3		2018-2019	2020-2021	2021-2022	2022-2023
All Students	District	60.4	53.8	52.7	48.0
	State	54.4	48.2	47.8	47.1
American Indian	District	30.2	22.0	23.1	39.5
	State	37.7	29.6	28.9	29.7
Asian	District	*	*	*	*
	State	46.2	40.5	37.7	38.2
Hispanic or Latino	District	62.5	38.5	69.2	50.0
	State	32.8	26.1	27.8	27.2
Native Hawaiian or Pacific Islander	District	*	*	*	*
	State	36.1	34.4	32.2	29.6
Other Indigenous Peoples	District	*	*	*	*
	State	48.0	23.1	30.8	27.3
Black or African American	District	25.6	7.1	12.5	5.6
	State	31.8	25.2	27.7	27.1
White	District	67.3	60.4	57.3	52.7
	State	63.5	56.7	57.1	56.2

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Percent Proficient All Accountability Assessments Reading - Grade 3		2018-2019	2020-2021	2021-2022	2022-2023
Two or More Races	District	48.5	42.5	39.5	18.9
	State	52.4	46.7	47.8	48.2
English Learner	District	*	*	*	*
	State	18.6	11.3	15.1	14.8
Special Education	District	17.4	22.2	19.5	22.4
	State	28.7	24.0	24.0	24.6
Free/Reduced Priced Meals	District	39.9	29.8	28.3	27.5
	State	34.8	27.1	27.4	30.3

Achievement Gap Reading

Long-Term: By 2024-2025, 63.8% of students will be proficient in reading, as measured by the annual statewide accountability assessments (all students tested). No student group will have a proficiency rate lower than 58.8%.

2022-2023 Targets: All Students = 59.0% American Indian = 34.0%, Asian = 69.0%, Black = 35.3 %, Hispanic = 52.9 %, Two or More Races = 46.4%, White = 60.7%, English Learner = 33.0%, Special Education = 35.6%, Free/Reduced Lunch = 41.7%

Percent Proficient All Accountability Assessments Reading - All Grades		2018-2019	2020-2021	2021-2022	2022-2023
All Students	District	62.6	56.4	56.6	55.7
	State	59.2	52.5	51.1	49.9
American Indian	District	42.3	29.8	27.3	33.6
	State	41.3	33.0	32.9	31.9
Asian	District	73.4	58.8	74.1	76.1
	State	54.3	50.0	46.6	44.5
Hispanic or Latino	District	47.1	44.3	59.6	54.1
	State	38.3	31.6	31.0	29.7
Native Hawaiian or Pacific Islander	District	*	*	*	*
	State	43.2	32.0	28.7	27.2
Other Indigenous Peoples	District	*	*	*	*
	State	41.1	26.8	31.4	36.0
Black or African American	District	23.5	22.1	23.5	16.7
	State	34.7	30.7	30.7	30.5
White	District	68.1	61.7	61.6	60.4
	State	67.8	59.5	59.4	58.4

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Percent Proficient All Accountability Assessments Reading - All Grades		2018-2019	2020-2021	2021-2022	2022-2023
Two or More Races	District	56.9	46.3	43.8	40.0
	State	56.8	51.3	50.7	49.8
English Learner	District	20.7	25.0	15.4	21.2
	State	13.6	9.1	11.5	11.0
Special Education	District	24.6	24.0	24.0	24.0
	State	29.8	25.8	25.7	25.6
Free/Reduced Priced Meals	District	43.6	35.4	33.1	36.8
	State	40.0	32.4	31.5	33.3

Note: Due to the pandemic, tests were not administered in 2019-2020 and in 2020-2021 there were historically low testing participation rates. Year-to-year comparisons should be made with caution. Cells with fewer than 10 students are intentionally left blank to maintain data privacy.

Achievement Gap Math

300

Long-Term: By 2024-2025, 59.1% of students will be proficient in math, as measured by the annual statewide accountability assessments (all students tested). No student group will have a proficiency rate lower than 54.1%.

2022-2023 Targets: All Students = 50.4% American Indian = 24.8%, Asian = 64.0%, Black = 25.5 %, Hispanic = 38.8%, Two or More Races = 38.3%, White = 52.2 %, English Learner = 33.0%, Special Education = 32.3%, Free/Reduced Lunch = 34.4%

Percent Proficient All Accountability Assessments Math - All Grades		2018-2019	2020-2021	2021-2022	2022-2023
All Students	District	55.2	45.4	46.0	46.0
	State	55.0	44.2	44.8	45.5
American Indian	District	31.3	16.3	17.5	18.4
	State	32.9	22.1	23.2	23.6
Asian	District	76.7	72.2	69.0	79.2
	State	55.0	43.3	42.2	42.4
Hispanic or Latino	District	38.0	41.9	22.6	47.4
	State	31.8	21.2	38.6	23.2
Native Hawaiian or Pacific Islander	District	*	*	*	*
	State	44.0	27.9	24.9	23.4
Other Indigenous Peoples	District	*	*	*	*
	State	30.4	19.6	24.3	28.2
Black or African American	District	19.2	10.7	11.2	6.1
	State	27.3	18.0	20.1	21.0
White	District	61.2	50.3	51.2	51.3
	State	64.4	52.3	54.3	55.2

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Percent Proficient All Accountability Assessments Math - All Grades		2018-2019	2020-2021	2021-2022	2022-2023
Two or More Races	District	44.4	35.7	34.1	28.2
	State	49.6	40.3	41.9	43.0
English Learner	District	40.7	29.4	20.0	29.0
	State	17.7	9.2	12.2	13.0
Special Education	District	23.2	20.4	21.4	21.1
	State	27.7	22.5	23.8	24.4
Free/Reduced Priced Meals	District	35.2	23.9	24.5	25.7
	State	34.2	22.7	23.4	26.8

Note: Due to the pandemic, tests were not administered in 2019-2020 and in 2020-2021 there were historically low testing participation rates. Year-to-year comparisons should be made with caution. Cells with fewer than 10 students are intentionally left blank to maintain data privacy.

Graduation Rates

Long-Term: The four-year graduation rate will be 90%, with no groups lower than 85%, by 2025.

Annual Targets: All Students = 77.6% American Indian = 56.4%, Asian =83.9 %, Black = 54.6 %, Hispanic = 64.0%, Two or More Races = 67.8%, White =79.5 %, English Learner = 28.3%, Special Education = 63.3%, Free/Reduced Lunch =62.7%

Four-Year Graduation Rate		2019-20 Class of 2019	2020-21 Class of 2020	2021-22 Class of 2021	2022-23 Class of 2022
All Students	District	76.01	75.41	71.47	76.66
	State	83.69	83.83	83.33	83.55
American Indian	District	42.5	42.9	46.6	43.58
	State	50.78	55.74	52.51	61.29
Asian	District	*	80.00	83.33	90.0
	State	87.55	89.08	87.40	87.24
Hispanic or Latino	District	64.7	79.2	57.7	65.51
	State	69.91	70.36	69.31	69.25
Hawaiian or Other Pacific Islander	District	*	*	*	*
	State	60.78	73.08	65.57	59.61
Other Indigenous Peoples	District	*	*	*	*
	State	*	*	*	51.56
Black	District	57.45	53.19	39.47	41.37
	State	69.93	69.22	70.41	73.51
White	District	81.11	81.85	76.72	82.56
	State	88.65	88.96	88.32	88.44
Two or More Races	District	60.0	55.0	69.7	59.57
	State	72.33	73.49	74.61	79.20

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Four-Year Graduation Rate		2019-20 Class of 2019	2020-21 Class of 2020	2021-22 Class of 2021	2022-23 Class of 2022
English Learners	District	*	*	*	*
	State	67.18	66.16	64.74	64.96
Special Education	District	54.55	64.17	52.48	57.24
	State	63.01	64.97	63.96	65.54
Free or Reduced Priced Lunch	District	55.21	54.71	51.57	54.75
	State	71.05	71.59	70.27	71.07

Note: Cells with fewer than 10 students are intentionally left blank to maintain data privacy.

College & Career Readiness

2022-2023: By the end of their 9th grade year, 90% of students will use the exploration tools in the Minnesota Career Information System to develop a Personal Learning Plan based on their individual interests, skills, and career goals.

Percent of Students Who Used MCIS Career Exploration Tools	2022-2023
District	73%

North Star Accountability System

Every three years, the North Star Accountability Report is released. In August 2022, the Minnesota Department of Education announced the schools and districts that are in need of additional support through the North Star Accountability System. North Star was created in response to federal legislation called the Every Student Succeeds Act, requiring every state to create an accountability system. Schools are evaluated using the following measures:

Stage 1:
- Math Achievement
- Reading Achievement
- Progress Toward English Language Proficiency

Stage 2 (Elementary/Middle)
- Math Progress
- Reading Progress

Stage 3 (High School):
- Consistent Attendance
- Graduation

Schools identified for support receive one of two types: Comprehensive or Targeted.

Comprehensive is the highest level of need. Support and comes from the Regional Centers of Excellence to schools. Duluth schools that were identified for Comprehensive Support include:
- Area Learning Center
- Myers-Wilkins Elementary
- Piedmont Elementary
- Laura MacArthur Elementary

Targeted offers support to schools from the school district. Duluth schools that were identified for Targeted Support include:
- Academic Excellence Online
- Lowell Elementary

Two schools will receive **Continuing** support:
- Congdon Park Elementary
- Stowe Elementary

Additionally, the Duluth Public School District as a whole has been identified under the World's Best Workforce as a district with the highest percentage of schools identified for Comprehensive and/or Targeted Support. The district will receive additional support from the Regional Centers of Excellence (RCE) and Collaborative Partnerships to Advance Student Success (COMPASS).

Glossary

Tier I Supports
- Involves the delivery of high-quality core instruction that meets the needs of most students in the class.
- A core curriculum that is research-based.
- Instructional practices that are culturally and linguistically responsive.
- Universal screening to determine students' current levels of performance.
- Differentiated learning activities to address student needs.
- Accommodations to ensure all students have access to the instructional program.
- Problem-solving to identify interventions, as needed, to address behavior problems that prevent students from demonstrating the academic skills they possess.

Tier II Supports
- Involves the delivery of research-based intervention(s) of moderate-intensity to address the learning or behavioral challenges of most at-risk students. This is provided in addition to the daily core instruction.
- Typically involves adult-led small-group instruction.
- Duration of typically 10-15 weeks of 20-40 minute sessions 3-4 times weekly.
- Uses clearly articulated validated interventions.
- Evidence-based rather than research-based.
- High degree of fidelity of intervention implementation.
- Frequent progress monitoring every 1-4 weeks.

Social-Emotional Learning
- Is broadly understood as a process through which people build awareness and skills in managing emotions, setting goals, establishing relationships and making responsible decisions that support their success in school and in life.

Multi-Tiered Support Systems (MTSS)
- As a systemic foundation for addressing inequity and improving outcomes for all students.

Positive Behavior Interventions and Supports (PBIS)
- Evidence-based framework for preventing problem behavior, providing instruction and support for positive and pro-social behaviors, and supporting social, emotional and behavioral needs for all students.

Policy Committee Meeting
Duluth Public Schools, ISD 709
Agenda
Tuesday, December 5, 2023
District Services Center
709 Portia Johnson Dr.
Duluth, MN 55811
3:30 PM

1. **AGENDA ITEMS**
2. **POLICIES FOR FIRST READING**
   - A. 606 Textbooks and Instructional Materials (to replace Policies 6030, 6035, & 6040) 2
3. **POLICIES FOR SECOND READING**
   - A. 606.5 Library Materials 9
   - B. 506 Student Discipline (replacing 5085 with same name) 26
   - C. 507 Corporal Punishment 67
4. **POLICIES FOR REVIEW**
   - A. 602 Organization of School Calendar and School Day 70
5. **REGULATIONS & FORMS - Informational**
   - A. 606.5 Form - Formal Request for Reconsideration Instructional Resource of Specific Library Material 73
6. **OTHER**

*Adopted:*_____ *MSBA/MASA Model Policy 606*
Orig. 1995
*Revised:*_____ *Rev. 2022*

606 TEXTBOOKS AND INSTRUCTIONAL MATERIALS

I. PURPOSE

The purpose of this policy is to provide direction for selection of textbooks and instructional materials.

II. GENERAL STATEMENT OF POLICY

The school board recognizes that selection of textbooks and instructional materials is a vital component of the school district's curriculum. The school board also recognizes that it has the authority to make final decisions on selection of all textbooks and instructional materials.

III. RESPONSIBILITY OF SELECTION

A. While the school board retains its authority to make final decisions on the selection of textbooks and instructional materials, the school board recognizes the expertise of the professional staff and the vital need of such staff to be primarily involved in the recommendation of textbooks and instructional materials. Accordingly, the school board delegates to the superintendent the responsibility to direct the professional staff in formulating recommendations to the school board on textbooks and other instructional materials.

B. In reviewing textbooks and instructional materials during the selection process, the professional staff shall select materials that:

1. support the goals and objectives of the education programs;

2. consider the needs, age, and maturity of students;

3. foster respect and appreciation for cultural diversity and varied opinion;

4. fit within the constraints of the school district budget;

5. are in the English language. Another language may be used, pursuant to Minn. Stat. § 124D.61;

6. permit grade-level instruction for students to read and study America's founding documents, including documents that contributed to the foundation or maintenance of America's representative form of limited government, the Bill of Rights, our free-market economic system, and patriotism; and

7. do not censor or restrain instruction in American or Minnesota state history or heritage based on religious references in original source documents, writings, speeches, proclamations, or records.

C. The superintendent shall be responsible for developing procedures and guidelines to establish an orderly process for the review and recommendation of textbooks and other instructional materials by the professional staff. Such procedures and guidelines shall provide opportunity for input and consideration of the views of students, parents, and other interested members of the school district community. This procedure shall be coordinated with the school district's curriculum development effort and may utilize

advisory committees.

IV. SELECTION OF TEXTBOOKS AND OTHER INSTRUCTIONAL MATERIALS

A. The superintendent shall be responsible for keeping the school board informed of progress on the part of staff and others involved in the textbook and other instructional materials review and selection process.

B. The superintendent shall present a recommendation to the school board on the selection of textbooks and other instructional materials after completion of the review process as outlined in this policy.

V. RECONSIDERATION OF TEXTBOOKS OR OTHER INSTRUCTIONAL MATERIALS

A. The school board recognizes differences of opinion on the part of some members of the school district community relating to certain areas of the instruction program. Interested persons may request an opportunity to review materials and submit a request for reconsideration of the use of certain textbooks or instructional materials. Access to the materials in question shall not be restricted until the procedures listed below have been fully completed and a decision to remove or restrict the materials has been made.

~~B. The superintendent shall be responsible for the development of guidelines and procedures to identify the steps to be followed to seek reconsideration of textbooks or other instructional materials.~~

~~C. The superintendent shall present a procedure to the school board for review and approval regarding reconsideration of textbooks or other instructional materials. When approved by the school board, such procedure shall be an addendum to this policy.~~

B. Formal Request for Reconsideration of a Textbook or Other Instructional Resource

1. A Formal Request for Reconsideration of a textbook or other instructional resource is initiated upon submission of a completed *Formal Request for Reconsideration of Instructional Resource or Specific Library Collection Material* form. The form must be completed in its entirety for each resource that is subject to a request for reconsideration and submitted to the school principal. The principal shall notify the superintendent or the superintendent's designee of receipt of a completed Formal Request form.

   If specific instructional material is the subject of a Formal Request for Reconsideration and a final decision is made to retain the specific instructional material, then the specific instructional material shall not be subject to additional requests for reconsideration for three years following the date of final resolution of the initial Formal Request for Reconsideration.

2. The Superintendent or the superintendent's designee shall appoint an Instructional Materials Review Committee (Review Committee) upon receipt of a Formal Request for Reconsideration. This committee shall include:

   a. One member of the school district administration

   b. One principal

   c. Two teachers of the discipline named in the complaint (one of which shall be the content area lead teacher)

d. Two members of the school district community with no direct connection with the request for reconsideration

e. Two student representatives (as appropriate to the specific request).

3. The Review Committee chair shall establish a date upon which it will discuss the request and whether the specific instructional material conforms to the selection criteria set forth in this policy.

4. The Review Committee

a. may consult individuals, organizations, and other resources with relevant professional knowledge on instructional material;

b. shall examine the specific instructional material's area of concern;

c. shall examine the specific instructional material as to its conformance with the criteria for selection of instructional materials; and

d. shall submit a written report to the superintendent or the superintendent's designee containing the Review Committee's decision on whether to retain, to remove, or to take other action regarding the specific instructional material.

5. The superintendent or the superintendent's designee shall inform the requestor and the school board of the Review Committee's decision.

6. The requestor shall have the right to appeal the decision of the Review Committee to the superintendent and the school board.

Legal References:
Minn. Stat. § 120A.22, Subd. 9 (Compulsory Instruction – Knowledge and Skills)
Minn. Stat. § 120B.235 (American Heritage Education)
Minn. Stat. § 123B.02, Subd. 2 (General Powers of Independent School Districts)
Minn. Stat. § 123B.09, Subd. 8 (School Board Responsibilities)
Minn. Stat. § 124D.59-124D.61 (Education for English Learners Act)
Minn. Stat. § 127A.10 (State Officials and School Board Members to be Disinterested; Penalty)
Hazelwood Sch. Dist. v. Kuhlmeier, 484 U.S. 260 (1988)
Pratt v. Independent Sch. Dist. No. 831, 670 F.2d 771 (8th Cir. 1982)

Cross References:
MSBA/MASA Model Policy 603 (Curriculum Development)
MSBA/MASA Model Policy 604 (Instructional Curriculum)

6030 INSTRUCTIONAL RESOURCES

One of the primary objectives of the School District is to provide instructional resources that enrich and support the educational program of the school. Instructional resources are designed to:

1. Provide a wide range of experiences on all levels of difficulty with diversity of appeal, presenting different points of view, reflecting non-sexist and non discriminatory roles, attitudes, values, and concepts.
2. Stimulate growth in factual knowledge, literary appreciation, aesthetic values, and ethical standards.
3. Provide background of the many religious, ethnic, and cultural groups and their contribution to our American heritage, literature, arts, and sciences.
4. Provide a variety of formats to give students and teachers the opportunity to select the media best suited to the learning needs of individual pupils.

The School Board supports the principles of intellectual freedom inherent in the First Amendment of the Constitution of the United States and expressed in the "Library Bill of Rights" of the American Library Association, "The Right to Read" published by the National Council of Teachers of English, and "The Freedom of View" written by the Educational Film Library Association. In the event that materials are challenged, the principles of intellectual freedom, the right to access of materials, and the integrity of the licensed staff must be upheld while reevaluating the material in question.

Adopted: 12-14-1976 ISD 709
Revised: 10-09-1979
01-08-1980
11-12-1985
06-20-1995
08-17-2004 ISD 709

6035 SELECTION OF INSTRUCTIONAL MATERIALS

I. PURPOSE

The purpose of this policy is to provide direction for selection of textbooks and instructional materials.

II. GENERAL STATEMENT OF POLICY

The school board recognizes that selection of textbooks and instructional materials is a vital component of the school district's curriculum. The school board also recognizes that it has the authority to make final decisions on selection of all textbooks and instructional materials.

III. RESPONSIBILITY OF SELECTION

A. While the school board retains its authority to make final decisions on the selection of textbooks and instructional materials, the school board recognizes the expertise of the professional staff and the vital need of such staff to be primarily involved in the recommendation of textbooks and instructional materials. Accordingly, the school board delegates to the superintendent the responsibility to direct the professional staff in formulating recommendations to the school board on textbooks and other instructional materials.

B. In reviewing textbooks and instructional materials during the selection process, the professional staff shall select materials which:

1. support the goals and objectives of the education programs;
2. consider the needs, age and maturity of students;
3. foster respect and appreciation for cultural diversity and varied opinion;
4. fit within the constraints of the school district budget; and
6. are in the English language. Another language may be used, pursuant to Minn. Stat. § 124D.61.

C. The superintendent shall be responsible for developing procedures and guidelines to establish an orderly process for the review and recommendation of textbooks and other instructional materials by the professional staff. Such procedures and guidelines shall provide opportunity for input and consideration of the views of students, parents and other interested members of the school district community. This procedure shall be coordinated with the school district's curriculum development effort and may utilize advisory committees.

IV. SELECTION OF TEXTBOOKS AND OTHER INSTRUCTIONAL MATERIALS

A. The superintendent shall be responsible for keeping the school board informed of progress on the part of staff and others involved in the textbook and other instructional materials review and selection process.

B. The superintendent shall present a recommendation to the school board on the selection of textbooks and other instructional materials after completion of the review process as outlined in this policy.

V. RECONSIDERATION OF TEXTBOOKS OR OTHER INSTRUCTIONS MATERIALS

A. The school board recognizes differences of opinion on the part of some members of the school district community relating to certain areas of the instruction program. Interested persons may request an opportunity to review materials and submit a request for reconsideration of the use of certain textbooks or instructional materials.

B. The superintendent shall be responsible for the development of guidelines and procedures to identify the steps to be followed to seek reconsideration of textbooks or other instructional materials.

C. The superintendent shall present a procedure to the school board for review and approval regarding reconsideration of textbooks or other instructional materials. When approved by the school board, such procedure shall be an addendum to this policy.

Legal References: Minn. Stat. § 120A.22, Subd. 9 (Compulsory Instruction – Curriculum)
Minn. Stat. § 123B.02, Subd.2 (General Powers of Independent School Districts)
Minn. Stat. § 123B.03, Subd. 8 (School Board Responsibilities)
Minn. Stat. § 124D.59-124D.61 (Limited English Proficiency)
Minn. Stat. § 127A.10 (State Officials and School Board Members to be Disinterested; Penalty)
Hazelwood Sch. Dist. V. Kuhlmeier, 484 U.S. 260, 108 S. Ct. 562, 98 L.Ed.2d 592 (1988)
Pratt V. Independent Sch. Dist, No. 831, 670F.2d 771 (8th Cir, 1982)

Adopted: 11-09-1976 ISD 709
Revised: 02-11-1986
01-17-2006 ISD 709

6040 - CHALLENGED INSTRUCTIONAL RESOURCES

If a resident of the School District requests the removal or restriction of a resource for anyone other than his/her child/ward, a Request for Reconsideration of an Instructional Resource Form, available in the office of the principal, must be completed and signed. The materials in questions will continue to be available for use in the curriculum during the reconsideration process, which is as follows:

Step One

A committee consisting of three building level instructional personnel shall be established by the principal to review any challenged resource. Upon receipt of a Request for Reconsideration, the committee shall read the complaint. All committee members shall thoroughly review the resource in question. Following this review, the committee may meet with the complainant to discuss the resource. The committee shall make a decision regarding the future use of this resource in the school program. After reviewing the decision with the committee, the principal shall, within ten (10) working days, notify the complainant of the decision in writing. The complainant may appeal the committee's decision to the Director of Curriculum, Instruction & Assessment within ten (10) working days of receipt of the principal's notification of decision.

Step Two

Upon receipt of a request for appeal, the Director of Curriculum, Instruction & Assessment shall appoint a five-member committee composed of at least one school media person, a teacher of the discipline named in the complaint, and an administrator. The committee shall read the complaint, review the resource, and consider the building level decision. Following this review, the committee shall meet with the complainant to discuss the matter. Within thirty (30) working days the committee shall make a decision and disseminate it to the complainant and all principals. The entire Step Two process shall be completed in sixty (60) days following the receipt of the request for appeal.

Step Three

The Step Two decision may be appealed to the Superintendent and the School Board within ten (10) working days of receipt of the Step Two decision.

Adopted: 11-09-1976 ISD 709
Revised: 02-11-1986
06-20-1995
08-17-2004 ISD 709

606.5 LIBRARY MATERIALS

I. PURPOSE

The purpose of this policy is to provide direction and to delegate responsibility for selection and reconsideration of library materials.

II. GENERAL STATEMENT OF PURPOSE

The school board recognizes that library materials serve as a vital component of a student's education by enriching the breadth of the curriculum as a whole and meeting the needs and interests of individual students. The purpose of library materials is to meet the needs of all students. Therefore, questions regarding selection and reconsideration of library materials should be handled differently than those concerning textbooks and instructional materials.

To ensure that library materials fulfill this role, the school board delegates to the superintendent or the superintendent's designee responsibility for administering a process for selection of library materials. Responsibility for selection shall rest with professionally trained school district staff, with recognition that the school board has the final authority on selection of library materials. Parents and guardians have the right and the responsibility to determine their children's access to library materials.

III. DEFINITIONS

A. "Library" is the school district resource that holds the library collection that serves the information and independent reading needs of students and supports the curriculum needs of teachers and staff. The term "library" includes a school library media center. The term also includes access to electronic materials.

For school districts with multiple school buildings, the term "library" refers to the resource within a specific school building.

Minnesota Statutes, section 124D.901, states that a school district or charter school library or school library media center provides equitable and free access to students, teachers, and administrators and that a school library or school library media center must have the following characteristics:

1. ensures every student has equitable access to resources and is able to locate, access, and use resources that are organized and cataloged;
2. has a collection development plan that includes but is not limited to materials selection and deselection, a challenged materials procedure, and an intellectual and academic freedom statement;
3. is housed in a central location that provides an environment for expanded learning and supports a variety of student interests;
4. has technology and Internet access; and
5. is served by a licensed school library media specialist or licensed school librarian.

B. "Library collection" consists of the library materials made available to students.

C. "Library materials" are the books, periodicals, newspapers, manuscripts, films, prints, documents, videotapes, subscription content, electronic and digital materials (including e-books, audiobooks, and databases), and related items made available to students in a school building or through access to electronic materials This term does

not include materials made available to students as part of the curriculum.

D. "Library media specialist" is a teacher holding a Library Media Specialist teaching license issued by the Professional Educator Licensing and Standards Boards and who is trained to deliver library services to students and staff in a library. A library media specialist is authorized under Minnesota Rules to provide to students in kindergarten through grade 12 instruction that is designed to provide information and technology literacy skills instruction, to lead, collaborate, and consult with other classroom teachers for the purpose of integrating information and technology literacy skills with content teaching, and to administer media center operations, programming, and resources.

IV. RESPONSIBILITY FOR SELECTION OF LIBRARY MATERIALS

A. The school board recognizes the expertise of the school district's professional staff and the vital need of such staff to be responsible for selection of library materials.

B. While recommendations by administrators, faculty members, students, parents, and other community members may be considered, the final responsibility for selection of library materials shall rest with the library media specialist.

V. SELECTION OF LIBRARY MATERIALS

A. Selection Criteria: The library materials selection process should result in a library collection that, when considered as a whole, is consistent with the following criteria:

1. Library materials shall support and be consistent with the general educational goals of the state and the district and the aims and objectives of individual schools and specific courses;

2. Library materials shall be chosen to enrich and support the curriculum as well as to promote reading for pleasure by responding to the personal needs and interests of student users;

3. Library materials shall not be excluded because of the race, nationality, religion, sex, gender, gender identity and orientation, or political views of the writer;

4. Library materials shall be appropriate to and reflect the needs, ages, maturity level, emotional development, ability levels, learning styles, social development, background, diversity, and needs and interests of the students for whom the materials were selected;

5. Library materials shall meet high standards of quality in one or more of these categories (presented alphabetically):

a. Artistic quality and/or literary style;

b. Authenticity;

c. Critical thinking;

d. Educational significance;

e. Factual content;

f. High interest for intended audience; and

g. Readability.

6. The selection of library materials shall conform to the constraints of the school district budget.

B. The library media specialist shall consult sources and specialists experienced in library materials collections appropriate for the building's students and that are reputable, experienced, unbiased, and professionally trained in school library materials.

C. The superintendent or the superintendent's designee shall be responsible for keeping the school board informed of progress on review and selection of each building's library materials.

D. Library materials that are outdated, inaccurate, no longer useful for curricular support or reading enrichment, or have not been utilized for an extended period of time may be removed. Library materials that are in poor physical condition may be removed or replaced as determined by the library media specialist ~~or the principal.~~

E. Gifts and Donations of Library Materials

Materials offered for donation or gifted to a school library may be accepted if they comply with the library collection selection criteria and approved by the library media specialist. The school district's libraries welcome donations of books and other resource materials from individuals and organizations, but also reserve the right to decline to accept library materials that do not meet the criteria for selection. In addition, financial donations to benefit school district's libraries will be accepted with the understanding that funds will be used to purchase materials that are needed for libraries based on the needs of the individual schools.

VI. INDIVIDUAL STUDENT ACCESS TO SPECIFIC LIBRARY MATERIAL

A parent or guardian may request that access to specific material in the library materials collection be restricted from their student. The school shall take reasonable steps to fulfill this request. This type of request will not result in removal of specific library collection material from the library or restrictions upon any other student accessing specific library materials.

VII. RECONSIDERATION OF SPECIFIC LIBRARY MATERIAL

A. The school board seeks to uphold students' access to library materials that meet the educational goals and selection criteria set forth in this policy.

B. A school district employee, student, or a parent or guardian of a school district student may request reconsideration of specific library material on the basis of appropriateness. Access to the material in question shall not be restricted until the procedures listed below have been fully completed and a decision to remove or restrict the materials has been made.

C. Informal Request for Reconsideration of Specific Library Material

1. Requests for reconsideration of specific library material shall be directed to the library media specialist and the building principal. The building principal and the library media specialist shall assume responsibility for processing the request on an informal basis.

2. The building principal and/or the library media specialist shall provide an explanation to the individual who submitted the request. The explanation shall include the particular selection criteria that the material in question met in order to be included in the library as curriculum support or as an independent

reading choice for students in the building.

3. If the request is not resolved informally, the principal shall submit a report on the matter to the superintendent or the superintendent's designee. The requestor will have an option to initiate a Formal Request for Reconsideration.

D. Formal Request for Reconsideration of Specific Library Collection Material

1. A Formal Request for Reconsideration of specific library material is initiated upon submission of a completed *Formal Request for Reconsideration of Instructional Resource or Specific Library Collection Material* form. The form must be completed in its entirety for each work that is subject to a request for reconsideration. The principal shall notify the superintendent or the superintendent's designee and the library media specialist of receipt of a completed Formal Request form.

   The district will respond to Formal Request for Reconsideration within ~~30~~ 60 school contract days. One challenge will be addressed by the committee at a time. ~~An individual person may challenge only one book per calendar year.~~

   If specific library material is the subject of a Formal Request for Reconsideration and a final decision is made to retain the specific library material, then the specific library material shall not be subject to additional requests for reconsideration for three years following the date of final resolution of the initial Formal Request for Reconsideration.

2. On an annual basis, the Superintendent or the superintendent's designee shall appoint a Library Materials Review Committee (Review Committee). This committee shall include:

   a. One member of the school district administration

   b. One principal

   c. Two teachers

   d. One library media specialist (or district media specialist or public librarian if the school district does not have a library media specialist)

   e. Two members of the school district community with no direct connection with the request for reconsideration

   f. Two student representatives (as appropriate to the specific request).

3. The Review Committee chair shall establish a date upon which it will discuss the request and whether the specific library collection material conforms to the selection criteria set forth in this policy.

4. The Review Committee

   a. may consult individuals, organizations, and other resources with relevant professional knowledge on school library material;

   b. shall examine the specific library material as a whole;

   c. shall examine the specific library material as to its conformance with the criteria for selection of library materials; and

d. shall submit a written report to the superintendent or the superintendent's designee containing the Review Committee's decision on whether to retain, to remove, or to take other action regarding the specific library material.

5. The superintendent or the superintendent's designee shall inform the requestor and the school board of the Review Committee's decision.

6. The requestor shall have the right to appeal the decision of the superintendent or the superintendent's designee to the school board.

Legal References:
Minn. Stat. § 120A.22, Subd. 9 (Compulsory Instruction)
Minn. Stat. § 123B.02 (General Powers of Independent School Districts)
Minn. Stat. § 123B.09 (School Board Responsibilities)
Minn. Stat. § 124D.901 (Public School Libraries and Media Centers)
Minn. Rules Part 8710.4550 (Library Media Specialists)
Bd. of Educ., Island Trees Union Free Sch. Dist. No. 26 v. Pico, 457 U.S. 853 (1982)
Virginia State Bd. of Educ. v. Barnette, 319 U.S. 624, 642 (1943)

Cross References:
MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)
MSBA/MASA Model Policy 606 (Textbooks and Instructional Materials)

First Reading: 11.21.23
Second Reading:

*Adopted:*_____ *MSBA/MASA Model Policy 606.5*
Orig. 2023

*Revised:*_____

606.5 LIBRARY MATERIALS

I. PURPOSE

The purpose of this policy is to provide direction and to delegate responsibility for selection and reconsideration of library materials.

II. GENERAL STATEMENT OF PURPOSE

The school board recognizes that library materials serve as a vital component of a student's education by enriching the breadth of the curriculum as a whole and meeting the needs and interests of individual students. The purpose of library materials is to meet the needs of all students. Therefore, questions regarding selection and reconsideration of library materials should be handled differently than those concerning textbooks and instructional materials.

To ensure that library materials fulfill this role, the school board delegates to the superintendent or the superintendent's designee responsibility for administering a process for selection of library materials. Responsibility for selection shall rest with professionally trained school district staff, with recognition that the school board has the final authority on selection of library materials. Parents and guardians have the right and the responsibility to determine their children's access to library materials.

[NOTE: The school board may choose to revise the General Statement of Purpose.]

III. DEFINITIONS

A. "Library" is the school district resource that holds the library collection that serves the information and independent reading needs of students and supports the curriculum needs of teachers and staff. The term "library" includes a school library media center. The term also includes access to electronic materials.

For school districts with multiple school buildings, the term "library" refers to the resource within a specific school building.

Minnesota Statutes, section 124D.901, states that a school district or charter school library or school library media center provides equitable and free access to students, teachers, and administrators and that a school library or school library media center must have the following characteristics:

1. ensures every student has equitable access to resources and is able to locate, access, and use resources that are organized and cataloged;
2. has a collection development plan that includes but is not limited to materials selection and deselection, a challenged materials procedure, and an intellectual and academic freedom statement;
3. is housed in a central location that provides an environment for expanded learning and supports a variety of student interests;
4. has technology and Internet access; and
5. is served by a licensed school library media specialist or licensed school librarian.

~~**[NOTE: The school board may add a sentence that incorporates the term(s) used to identify libraries in the school district, such as "The school district's libraries are commonly referred to as _____."]**~~

B. "Library collection" consists of the library materials made available to students.

C. "Library materials" are the books, periodicals, newspapers, manuscripts, films, prints, documents, videotapes, subscription content, electronic and digital materials (including e-books, audiobooks, and databases), and related items made available to students in a school building or through access to electronic materials This term does not include materials made available to students as part of the curriculum.

D. "Library media specialist" is a teacher holding a Library Media Specialist teaching license issued by the Professional Educator Licensing and Standards Boards and who is trained to deliver library services to students and staff in a library. A library media specialist is authorized under Minnesota Rules to provide to students in kindergarten through grade 12 instruction that is designed to provide information and technology literacy skills instruction, to lead, collaborate, and consult with other classroom teachers for the purpose of integrating information and technology literacy skills with content teaching, and to administer media center operations, programming, and resources.

~~**[NOTE: The specific titles of the school district's library staff should be used for this definition and substituted for "library media specialist" throughout this model policy.]**~~

IV. RESPONSIBILITY FOR SELECTION OF LIBRARY MATERIALS

A. The school board recognizes the expertise of the school district's professional staff and the vital need of such staff to be responsible for selection of library materials.

B. While recommendations by administrators, faculty members, students, parents, and other community members may be considered, the final responsibility for selection of library materials shall rest with the library media specialist.

V. SELECTION OF LIBRARY MATERIALS

A. Selection Criteria: The library materials selection process should result in a library collection that, when considered as a whole, is consistent with the following criteria:

1. Library materials shall support and be consistent with the general educational goals of the state and the district and the aims and objectives of individual schools and specific courses;

2. Library materials shall be chosen to enrich and support the curriculum as well as to promote reading for pleasure by responding to the personal needs and interests of student users;

3. Library materials shall not be excluded because of the race, nationality, religion, sex, gender, gender identity and orientation, or political views of the writer;

4. Library materials shall be appropriate to and reflect the needs, ages, maturity level, emotional development, ability levels, learning styles, social development, background, diversity, and needs and interests of the students for whom the materials were selected;

5. Library materials shall meet high standards of quality in one or more of these categories (presented alphabetically):

a. Artistic quality and/or literary style;

b. Authenticity;

c. Critical thinking;

d. Educational significance;

e. Factual content;

f. High interest for intended audience; and

g. Readability.

6. The selection of library materials shall conform to the constraints of the school district budget.

[NOTE: Before adopting selection criteria, the school board is strongly encouraged to consult with the licensed library media specialist, who possesses professional expertise and experience in selecting appropriate library materials. The school board may choose to adopt selection criteria specifically designed for each school building.]

~~**[NOTE: A school board may choose to adopt similar selection criteria for classroom library materials, with the classroom teacher making selection decisions. If a school board chooses to address classroom libraries, the board can decide whether to follow the reconsideration process in this model policy or to create a different process for classroom library materials.]**~~

B. The library media specialist shall consult sources and specialists experienced in library materials collections appropriate for the building's students and that are reputable, experienced, unbiased, and professionally trained in school library materials.

~~**[NOTE: The school board may choose to identify specific sources and specialists that satisfy this paragraph.]**~~

C. The superintendent or the superintendent's designee shall be responsible for keeping the school board informed of progress on review and selection of each building's library materials.

D. Library materials that are outdated, inaccurate, no longer useful for curricular support or reading enrichment, or have not been utilized for an extended period of time may be removed. Library materials that are in poor physical condition may be removed or replaced as determined by the library media specialist or the principal.

E. Gifts and Donations of Library Materials

Materials offered for donation or gifted to a school library may be accepted if they comply with the library collection selection criteria and approved by the library media specialist. The school district's libraries welcome donations of books and other resource materials from individuals and organizations, but also reserve the right to decline to accept library materials that do not meet the criteria for selection. In addition, financial donations to benefit school district's libraries will be accepted with the understanding that funds will be used to purchase materials that are needed for libraries based on the needs of the individual schools.

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VII. RECONSIDERATION OF SPECIFIC LIBRARY MATERIAL

A. The school board seeks to uphold students' access to library materials that meet the educational goals and selection criteria set forth in this policy.

B. A school district employee, student, or a parent or guardian of a school district student may request reconsideration of specific library material on the basis of appropriateness. Access to the material in question shall not be restricted until the procedures listed below have been fully completed and a decision to remove or restrict the materials has been made.

~~**[NOTE: The school board may decide whether to allow a building principal to remove library materials pending completion of the reconsideration process.]**~~

C. Informal Request for Reconsideration of Specific Library Material

1. Requests for reconsideration of specific library material shall be directed to the library media specialist and the building principal. The building principal and the library media specialist shall assume responsibility for processing the request on an informal basis.

2. The building principal and/or the library media specialist shall provide an explanation to the individual who submitted the request. The explanation shall include the particular selection criteria that the material in question met in order to be included in the library as curriculum support or as an independent reading choice for students in the building.

3. If the request is not resolved informally, the principal shall submit a report on the matter to the superintendent or the superintendent's designee. The requestor will have an option to initiate a Formal Request for Reconsideration.

D. Formal Request for Reconsideration of Specific Library Collection Material

1. A Formal Request for Reconsideration of specific library material is initiated upon submission of a completed *Formal Request for Reconsideration of Instructional Resource or Specific Library Collection Material* form. The form must be completed in its entirety for each work that is subject to a request for reconsideration. The principal shall notify the superintendent or the superintendent's designee and the library media specialist of receipt of a completed Formal Request form.

   The district will respond to Formal Request for Reconsideration within 30 school contract days. One challenge will be addressed by the committee at a time. An individual person may challenge only one book per calendar year.

   If specific library material is the subject of a Formal Request for Reconsideration and a final decision is made to retain the specific library material, then the specific library material shall not be subject to additional requests for reconsideration for three years following the date of final resolution of the initial Formal Request for Reconsideration.

2. On an annual basis, the Superintendent or the superintendent's designee shall appoint a Library Materials Review Committee (Review Committee). This committee shall include:

   a. One member of the school district administration

   b. One principal

   c. Two teachers

d. One library media specialist (or district media specialist or public librarian if the school district does not have a library media specialist)

e. Two members of the school district community with no direct connection with the request for reconsideration

f. Two student representatives (as appropriate to the specific request).

[NOTE: This list of Review Committee members is an example. The school board may alter this list. The school district may decide to create Review Committees for individual schools.]

3. The Review Committee chair shall establish a date upon which it will discuss the request and whether the specific library collection material conforms to the selection criteria set forth in this policy.

4. The Review Committee

a. may consult individuals, organizations, and other resources with relevant professional knowledge on school library material;

b. shall examine the specific library material as a whole;

c. shall examine the specific library material as to its conformance with the criteria for selection of library materials; and

d. shall submit a written report to the superintendent or the superintendent's designee containing the Review Committee's decision on whether to retain, to remove, or to take other action regarding the specific library material.

5. The superintendent or the superintendent's designee shall inform the requestor and the school board of the Review Committee's decision. ~~The requestor may appeal the Review Committee's decision to the superintendent or the superintendent's designee by submitting a written appeal to the superintendent or the superintendent's designee within fourteen (14) days of submission of the Review Committee's decision to the requestor. The superintendent or the superintendent's designee shall provide a written decision on a requestor's appeal within a reasonable time period.~~

[NOTE: The school board can decide whether to allow appeal of a Review Committee decision to the superintendent or the superintendent's designee. If appeal to the superintendent or the superintendent's designee is permitted, the school board may direct the superintendent or the superintendent's designee to craft an appeal process or the board may choose to create the process itself.]

6. The requestor shall have the right to appeal the decision of the superintendent or the superintendent's designee to the school board.

[NOTE: The school board may decide whether to allow an appeal of a Review Committee decision directly to the school board or whether the appeal to the superintendent or the superintendent's designee is a required intermediary step. If appeal to the school board is permitted, the school board may direct the superintendent or the superintendent's designee or designee to craft an appeal process or the board may choose to create the process itself.]

Legal References: Minn. Stat. § 120A.22, Subd. 9 (Compulsory Instruction)

Minn. Stat. § 123B.02 (General Powers of Independent School Districts)
Minn. Stat. § 123B.09 (School Board Responsibilities)
Minn. Stat. § 124D.901 (Public School Libraries and Media Centers)
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Cross References: MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)
MSBA/MASA Model Policy 606 (Textbooks and Instructional Materials)

*Adopted:*_____ *MSBA/MASA Model Policy 606.5*
Orig. 2023

*Revised:*_____

606.5 LIBRARY MATERIALS

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The school board recognizes that library materials serve as a vital component of a student's education by enriching the breadth of the curriculum as a whole and meeting the needs and interests of individual students. The purpose of library materials is to meet the needs of all students. Therefore, questions regarding selection and reconsideration of library materials should be handled differently than those concerning textbooks and instructional materials.

To ensure that library materials fulfill this role, the school board delegates to the superintendent or the superintendent's designee responsibility for administering a process for selection of library materials. Responsibility for selection shall rest with professionally trained school district staff, with recognition that the school board has the final authority on selection of library materials. Parents and guardians have the right and the responsibility to determine their children's access to library materials.

[NOTE: The school board may choose to revise the General Statement of Purpose.]

III. DEFINITIONS

A. "Library" is the school district resource that holds the library collection that serves the information and independent reading needs of students and supports the curriculum needs of teachers and staff. The term "library" includes a school library media center. The term also includes access to electronic materials.

For school districts with multiple school buildings, the term "library" refers to the resource within a specific school building.

Minnesota Statutes, section 124D.901, states that a school district or charter school library or school library media center provides equitable and free access to students, teachers, and administrators and that a school library or school library media center must have the following characteristics:

1. ensures every student has equitable access to resources and is able to locate, access, and use resources that are organized and cataloged;
2. has a collection development plan that includes but is not limited to materials selection and deselection, a challenged materials procedure, and an intellectual and academic freedom statement;
3. is housed in a central location that provides an environment for expanded learning and supports a variety of student interests;
4. has technology and Internet access; and
5. is served by a licensed school library media specialist or licensed school librarian.

~~**[NOTE: The school board may add a sentence that incorporates the term(s) used to identify libraries in the school district, such as "The school district's libraries are commonly referred to as _____.]**~~

B. "Library collection" consists of the library materials made available to students.

C. "Library materials" are the books, periodicals, newspapers, manuscripts, films, prints, documents, videotapes, subscription content, electronic and digital materials (including e-books, audiobooks, and databases), and related items made available to students in a school building or through access to electronic materials This term does not include materials made available to students as part of the curriculum.

D. "Library media specialist" is a teacher holding a Library Media Specialist teaching license issued by the Professional Educator Licensing and Standards Boards and who is trained to deliver library services to students and staff in a library. A library media specialist is authorized under Minnesota Rules to provide to students in kindergarten through grade 12 instruction that is designed to provide information and technology literacy skills instruction, to lead, collaborate, and consult with other classroom teachers for the purpose of integrating information and technology literacy skills with content teaching, and to administer media center operations, programming, and resources.

~~**[NOTE: The specific titles of the school district's library staff should be used for this definition and substituted for "library media specialist" throughout this model policy.]**~~

IV. RESPONSIBILITY FOR SELECTION OF LIBRARY MATERIALS

A. The school board recognizes the expertise of the school district's professional staff and the vital need of such staff to be responsible for selection of library materials.

B. While recommendations by administrators, faculty members, students, parents, and other community members may be considered, the final responsibility for selection of library materials shall rest with the library media specialist.

IV. SELECTION OF LIBRARY MATERIALS

A. Selection Criteria: The library materials selection process should result in a library collection that, when considered as a whole, is consistent with the following criteria:

1. Library materials shall support and be consistent with the general educational goals of the state and the district and the aims and objectives of individual schools and specific courses;

2. Library materials shall be chosen to enrich and support the curriculum as well as to promote reading for pleasure by responding to the personal needs and interests of student users;

3. Library materials shall not be excluded because of the race, nationality, religion, sex, gender, or political views of the writer;

4. Library materials shall be appropriate to and reflect the needs, ages, maturity level, emotional development, ability levels, learning styles, social development, background, diversity, and needs and interests of the students for whom the materials were selected;

5. Library materials shall meet high standards of quality in one or more of these categories (presented alphabetically):

   a. Artistic quality and/or literary style;

   b. Authenticity;

c. Critical thinking;

d. Educational significance;

e. Factual content;

f. High interest for intended audience; and

g. Readability.

6. The selection of library materials shall conform to the constraints of the school district budget.

[NOTE: Before adopting selection criteria, the school board is strongly encouraged to consult with the licensed library media specialist, who possesses professional expertise and experience in selecting appropriate library materials. The school board may choose to adopt selection criteria specifically designed for each school building.]

~~**[NOTE: A school board may choose to adopt similar selection criteria for classroom library materials, with the classroom teacher making selection decisions. If a school board chooses to address classroom libraries, the board can decide whether to follow the reconsideration process in this model policy or to create a different process for classroom library materials.]**~~

B. The library media specialist shall consult sources and specialists experienced in library materials collections appropriate for the building's students and that are reputable, experienced, unbiased, and professionally trained in school library materials.

~~**[NOTE: The school board may choose to identify specific sources and specialists that satisfy this paragraph.]**~~

C. The superintendent or the superintendent's designee shall be responsible for keeping the school board informed of progress on review and selection of each building's library materials.

D. Library materials that are outdated, inaccurate, no longer useful for curricular support or reading enrichment, or have not been utilized for an extended period of time may be removed. Library materials that are in poor physical condition may be removed or replaced as determined by the library media specialist or the principal.

E. Gifts and Donations of Library Materials

Materials offered for donation or gifted to a school library may be accepted if they comply with the library collection selection criteria and approved by the library media specialist. The school district's libraries welcome donations of books and other resource materials from individuals and organizations, but also reserve the right to decline to accept library materials that do not meet the criteria for selection. In addition, financial donations to benefit school district's libraries will be accepted with the understanding that funds will be used to purchase materials that are needed for libraries based on the needs of the individual schools.

V. INDIVIDUAL STUDENT ACCESS TO SPECIFIC LIBRARY MATERIAL

A parent or guardian may request that access to specific material in the library materials collection be restricted from their student. The school shall take reasonable steps to fulfill this request. This type of request will not result in removal of specific library collection material from the library or restrictions upon any other student accessing specific library materials.

VI. RECONSIDERATION OF SPECIFIC LIBRARY MATERIAL

A. The school board seeks to uphold students' access to library materials that meet the educational goals and selection criteria set forth in this policy.

B. A school district employee, student, or a parent or guardian of a school district student may request reconsideration of specific library material on the basis of appropriateness. Access to the material in question shall not be restricted until the procedures listed below have been fully completed and a decision to remove or restrict the materials has been made.

~~**[NOTE: The school board may decide whether to allow a building principal to remove library materials pending completion of the reconsideration process.]**~~

C. Informal Request for Reconsideration of Specific Library Material

1. Requests for reconsideration of specific library material shall be directed to the library media specialist and the building principal. The building principal and the library media specialist shall assume responsibility for processing the request on an informal basis.

2. The building principal and/or the library media specialist shall provide an explanation to the individual who submitted the request. The explanation shall include the particular selection criteria that the material in question met in order to be included in the library as curriculum support or as an independent reading choice for students in the building.

3. If the request is not resolved informally, the principal shall submit a report on the matter to the superintendent or the superintendent's designee. The requestor will have an option to initiate a Formal Request for Reconsideration.

D. Formal Request for Reconsideration of Specific Library Collection Material

1. A Formal Request for Reconsideration of specific library material is initiated upon submission of a completed *Formal Request for Reconsideration of Instructional Resource or Specific Library Collection Material* form. The form must be completed in its entirety for each work that is subject to a request for reconsideration. The principal shall notify the superintendent or the superintendent's designee and the library media specialist of receipt of a completed Formal Request form.

   If specific library material is the subject of a Formal Request for Reconsideration and a final decision is made to retain the specific library material, then the specific library material shall not be subject to additional requests for reconsideration for three years following the date of final resolution of the initial Formal Request for Reconsideration.

2. On an annual basis, the Superintendent or the superintendent's designee shall appoint a Library Materials Review Committee (Review Committee). This committee shall include:

   a. One member of the school district administration

   b. One principal

   c. Two teachers

   d. One library media specialist (or district media specialist or public librarian if the school district does not have a library media specialist)

   e. Two members of the school district community with no direct

connection with the request for reconsideration

f. Two student representatives (as appropriate to the specific request).

[NOTE: This list of Review Committee members is an example. The school board may alter this list. The school district may decide to create Review Committees for individual schools.]

3. The Review Committee chair shall establish a date upon which it will discuss the request and whether the specific library collection material conforms to the selection criteria set forth in this policy.

4. The Review Committee

   a. may consult individuals, organizations, and other resources with relevant professional knowledge on school library material;

   b. shall examine the specific library material as a whole;

   c. shall examine the specific library material as to its conformance with the criteria for selection of library materials; and

   d. shall submit a written report to the superintendent or the superintendent's designee containing the Review Committee's decision on whether to retain, to remove, or to take other action regarding the specific library material.

5. The superintendent or the superintendent's designee shall inform the requestor and the school board of the Review Committee's decision. ~~The requestor may appeal the Review Committee's decision to the superintendent or the superintendent's designee by submitting a written appeal to the superintendent or the superintendent's designee within fourteen (14) days of submission of the Review Committee's decision to the requestor. The superintendent or the superintendent's designee shall provide a written decision on a requestor's appeal within a reasonable time period.~~

[NOTE: The school board can decide whether to allow appeal of a Review Committee decision to the superintendent or the superintendent's designee. If appeal to the superintendent or the superintendent's designee is permitted, the school board may direct the superintendent or the superintendent's designee to craft an appeal process or the board may choose to create the process itself.]

6. The requestor shall have the right to appeal the decision of the superintendent or the superintendent's designee to the school board.

[NOTE: The school board may decide whether to allow an appeal of a Review Committee decision directly to the school board or whether the appeal to the superintendent or the superintendent's designee is a required intermediary step. If appeal to the school board is permitted, the school board may direct the superintendent or the superintendent's designee or designee to craft an appeal process or the board may choose to create the process itself.]

Legal References:
Minn. Stat. § 120A.22, Subd. 9 (Compulsory Instruction)
Minn. Stat. § 123B.02 (General Powers of Independent School Districts)
Minn. Stat. § 123B.09 (School Board Responsibilities)
Minn. Stat. § 124D.901 (Public School Libraries and Media Centers)
Minn. Rules Part 8710.4550 (Library Media Specialists)
Bd. of Educ., Island Trees Union Free Sch. Dist. No. 26 v. Pico, 457 U.S. 853

(1982)
Virginia State Bd. of Educ. v. Barnette, 319 U.S. 624, 642 (1943)

Cross References: MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)
MSBA/MASA Model Policy 606 (Textbooks and Instructional Materials)

506 STUDENT DISCIPLINE

I. PURPOSE

The purpose of this policy is to ensure that students are aware of and comply with the school district's expectations for student conduct. Such compliance will enhance the school district's ability to maintain discipline and ensure that there is no interference with the educational process. The school district will take appropriate disciplinary action when students fail to adhere to the Code of Student Conduct established by this policy.

II. GENERAL STATEMENT OF POLICY

The school board recognizes that individual responsibility and mutual respect are essential components of the educational process. The school board further recognizes that nurturing the maturity of each student is of primary importance and is closely linked with the balance that must be maintained between authority and self-discipline as the individual progresses from a child's dependence on authority to the more mature behavior of self-control.

All students are entitled to learn and develop in a setting which promotes respect of self, others, and property. Proper positive discipline can only result from an environment which provides options and stresses student self-direction, decision-making, and responsibility. Schools can function effectively only with internal discipline based on mutual understanding of rights and responsibilities.

Students must conduct themselves in an appropriate manner that maintains a climate in which learning can take place. Overall decorum affects student attitudes and influences student behavior. Proper student conduct is necessary to facilitate the education process and to create an atmosphere conducive to high student achievement.

Although this policy emphasizes the development of self-discipline, it is recognized that there are instances when it will be necessary to administer disciplinary measures. The position of the school district is that a fair and equitable district-wide student discipline policy will contribute to the quality of the student's educational experience. This discipline policy is adopted in accordance with and subject to the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56.

In view of the foregoing and in accordance with Minnesota Statutes, section 121A.55, the school board, with the participation of school district administrators, teachers, employees, students, parents, community members, and such other individuals and organizations as appropriate, has developed this policy which governs student conduct and applies to all students of the school district.

III. DEFINITIONS

A. "Nonexclusionary disciplinary policies and practices" means policies and practices that are alternatives to dismissing a pupil from school, including but not limited to evidence-based positive behavior interventions and supports, social and emotional services, school-linked mental health services, counseling services, social work services, academic screening for Title 1 services or reading interventions, and alternative education services. Nonexclusionary disciplinary policies and practices include but are not limited to the policies and practices under sections 120B.12; 121A.575, clauses (1) and (2); 121A.031, subdivision 4, paragraph (a), clause (1); 121A.61, subdivision 3, paragraph (r); and 122A.627, clause (3).

B. "Pupil withdrawal agreement" means a verbal or written agreement between a school administrator or district administrator and a pupil's parent to withdraw a student from the school district to avoid expulsion or exclusion dismissal proceedings. The duration of the withdrawal agreement cannot be for more than a 12-month period.

IV. POLICY

A. The school board must establish uniform criteria for dismissal and adopt written policies and rules to effectuate the purposes of the Minnesota Pupil Fair Dismissal Act. The policies must include nonexclusionary disciplinary policies and practices consistent with Minnesota Statutes, section 121A.41, subdivision 12, and must emphasize preventing dismissals through early detection of problems. The policies must be designed to address students' inappropriate behavior from recurring.

B. The policies must recognize the continuing responsibility of the school for the education of the pupil during the dismissal period.

C. The school is responsible for ensuring that alternative educational services, if the pupil wishes to take advantage of them, must be adequate to allow the pupil to make progress toward meeting the graduation standards adopted under Minnesota Statutes, section 120B.02 and help prepare the pupil for readmission in accordance with section Minnesota Statutes, section 121A.46, subdivision 5.

D. For expulsion and exclusion dismissals and pupil withdrawal agreements as defined in Minnesota Statutes, section 121A.41, subdivision 13:

1. for a pupil who remains enrolled in the school district or is awaiting enrollment in a new district, the school district's continuing responsibility includes reviewing the pupil's schoolwork and grades on a quarterly basis to ensure the pupil is on track for readmission with the pupil's peers. The school district must communicate on a regular basis with the pupil's parent or guardian to ensure that the pupil is completing the work assigned through the alternative educational services as defined in Minnesota Statutes, section 121A.41, subdivision 11. These services are required until the pupil enrolls in another school or returns to the same school;

2. a pupil receiving school-based or school-linked mental health services in the school district under Minnesota Statutes, section 245.4889 continues to be eligible for those services until the pupil is enrolled in a new district; and

3. the school district must provide to the pupil's parent or guardian information on accessing mental health services, including any free or sliding fee providers in the community. The information must also be posted on the school district website.

V. AREAS OF RESPONSIBILITY

A. The School Board. The school board holds all school personnel responsible for the maintenance of order within the school district and supports all personnel acting within the framework of this discipline policy.

B. Superintendent. The superintendent shall establish guidelines and directives to carry out this policy, hold all school personnel, students, and parents responsible for conforming to this policy, and support all school personnel performing their duties within the framework of this policy. The superintendent shall also establish guidelines and directives for using the services of appropriate agencies for assisting students and parents. Any guidelines or directives established to implement this policy shall be submitted to the school board for approval and shall be attached as an addendum to this policy.

C. Principal. The school principal is given the responsibility and authority to formulate building rules and regulations necessary to enforce this policy, subject to final school

board approval. The principal shall give direction and support to all school personnel performing their duties within the framework of this policy. The principal shall consult with parents of students conducting themselves in a manner contrary to the policy. The principal shall also involve other professional employees in the disposition of Behavior referrals and shall make use of those agencies appropriate for assisting students and parents. A principal, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to restrain a student to prevent imminent bodily harm or death to the student or another.

D. Teachers. All teachers shall be responsible for providing a well-planned teaching/learning environment and shall have primary responsibility for student conduct, with appropriate assistance from the administration. All teachers shall enforce the Code of Student Conduct. In exercising the teacher's lawful authority, a teacher may use reasonable force when it is necessary under the circumstances to restrain a student to prevent imminent bodily harm or death to the student or another.

E. Other School District Personnel. All school district personnel shall be responsible for contributing to the atmosphere of mutual respect within the school. Their responsibilities relating to student behavior shall be as authorized and directed by the superintendent. A school employee, school bus driver, or other agent of a school district, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to restrain a student to prevent bodily harm or death to the student or another.

F. Parents or Legal Guardians. Parents and guardians shall be held responsible for the behavior of their children as determined by law and community practice. They are expected to cooperate with school authorities and to participate regarding the behavior of their children.

G. Students. All students shall be held individually responsible for their behavior and for knowing and obeying the Code of Student Conduct and this policy.

H. Community Members. Members of the community are expected to contribute to the establishment of an atmosphere in which rights and duties are effectively acknowledged and fulfilled.

I. Reasonable Force Reports

1. The school district must report data on its use of any reasonable force used on a student with a disability to correct or restrain the student to prevent imminent bodily harm or death to the student or another that is consistent with the definition of physical holding under Minnesota Statutes, section 125A.0941, paragraph (c), as outlined in section 125A.0942, subdivision 3, paragraph (b).

2. Beginning with the 2024-2025 school year, the school district must report annually by July 15, in a form and manner determined by the MDE Commissioner, data from the prior school year about any reasonable force used on a general education student to correct or restrain the student to prevent imminent bodily harm or death to the student or another that is consistent with the definition of physical holding under Minnesota Statutes, section 125A.0941, paragraph (c).

3. Any reasonable force used under Minnesota Statutes, sections 121A.582; 609.06, subdivision 1; and 609.379 which intends to hold a child immobile or limit a child's movement where body contact is the only source of physical restraint or confines a child alone in a room from which egress is barred shall be reported to the Minnesota Department of Education as a restrictive

procedure, including physical holding or seclusion used by an unauthorized or untrained staff person.

VI. STUDENT RIGHTS

All students have the right to an education and the right to learn.

VII. STUDENT RESPONSIBILITIES

All students have the responsibility:

A. For their behavior and for knowing and obeying all school rules, regulations, policies, and procedures;

B. To attend school daily, except when excused, and to be on time to all classes and other school functions;

C. To pursue and attempt to complete the courses of study prescribed by the state and local school authorities;

D. To make necessary arrangements for making up work when absent from school;

E. To assist the school staff in maintaining a safe school for all students;

F. To be aware of all school rules, regulations, policies, and procedures, including those in this policy, and to conduct themselves in accord with them;

G. To assume that until a rule or policy is waived, altered, or repealed, it is in full force and effect;

H. To be aware of and comply with federal, state, and local laws;

I. To volunteer information in disciplinary cases should they have any knowledge relating to such cases and to cooperate with school staff as appropriate;

J. To respect and maintain the school's property and the property of others;

K. To dress and groom in a manner which meets standards of safety and health and common standards of decency and which is consistent with applicable school district policy;

L. To avoid inaccuracies in student newspapers or publications and refrain from indecent or obscene language;

M. To conduct themselves in an appropriate physical or verbal manner; and

N. To recognize and respect the rights of others.

VIII. CODE OF STUDENT CONDUCT

A. The following are examples of unacceptable behavior subject to disciplinary action by the school district. These examples are not intended to be an exclusive list. Any student who engages in any of these activities shall be disciplined in accordance with this policy. This policy applies to all school buildings, school grounds, and school property or property immediately adjacent to school grounds; school-sponsored activities or trips; school bus stops; school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes; the area of entrance or departure from school premises or events; and all school-related

functions, school-sponsored activities, events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting unacceptable behavior subject to disciplinary action at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events. This policy also applies to any student whose conduct at any time or in any place interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student, other students, or employees.

1. Violations against property including, but not limited to, damage to or destruction of school property or the property of others, failure to compensate for damage or destruction of such property, arson, breaking and entering, theft, robbery, possession of stolen property, extortion, trespassing, unauthorized usage, or vandalism;

2. The use of profanity or obscene language, or the possession of obscene materials;

3. Gambling, including, but not limited to, playing a game of chance for stakes;

4. Violation of the school district's Hazing Prohibition Policy;

5. Attendance problems including, but not limited to, truancy, absenteeism, tardiness, skipping classes, or leaving school grounds without permission;

6. Violation of the school district's Student Attendance Policy;

7. Opposition to authority using physical force or violence;

8. Using, possessing, or distributing tobacco, tobacco-related devices, electronic cigarettes, or tobacco paraphernalia in violation of the school district's Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices Policy;

9. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of alcohol or other intoxicating substances or look-alike substances;

10. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of narcotics, drugs, or other controlled substances (except as prescribed by a physician), or look-alike substances (these prohibitions include medical marijuana or medical cannabis, even when prescribed by a physician, and one student sharing prescription medication with another student);

11. Using, possessing, or distributing items or articles that are illegal or harmful to persons or property including, but not limited to, drug paraphernalia;

12. Using, possessing, or distributing weapons, or look-alike weapons or other dangerous objects;

13. Violation of the school district's Weapons Policy;

14. Violation of the school district's Violence Prevention Policy;

15. Possession of ammunition including, but not limited to, bullets or other projectiles designed to be used in or as a weapon;

16. Possession, use, or distribution of explosives or any compound or mixture, the primary or common purpose or intended use of which is to function as an explosive;

17. Possession, use, or distribution of fireworks or any substance or combination of substances or article prepared for the purpose of producing a visible or an audible effect by combustion, explosion, deflagration or detonation;

18. Using an ignition device, including a butane or disposable lighter or matches, inside an educational building and under circumstances where there is a risk of fire, except where the device is used in a manner authorized by the school;

19. Violation of any local, state, or federal law as appropriate;

20. Acts disruptive of the educational process, including, but not limited to, disobedience, disruptive or disrespectful behavior, defiance of authority, cheating, insolence, insubordination, failure to identify oneself, improper activation of fire alarms, or bomb threats;

21. Violation of the school district's Internet Acceptable Use and Safety Policy;

22. Use of a cell phone in violation of the school district's Internet Acceptable Use and Safety Policy;

23. Violation of school bus or transportation rules or the school district's Student Transportation Safety Policy;

24. Violation of parking or school traffic rules and regulations, including, but not limited to, driving on school property in such a manner as to endanger persons or property;

25. Violation of directives or guidelines relating to lockers or improperly gaining access to a school locker;

26. Violation of the school district's Search of Student Lockers, Desks, Personal Possessions, and Student's Person Policy;

27. Violation of the school district's Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches Policy;

28. Possession or distribution of slanderous, libelous, or pornographic materials;

29. Violation of the school district's Bullying Prohibition Policy;

30. Student attire or personal grooming which creates a danger to health or safety or creates a disruption to the educational process, including clothing which bears a message which is lewd, vulgar, or obscene, apparel promoting products or activities that are illegal for use by minors, or clothing containing objectionable emblems, signs, words, objects, or pictures communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group or which connotes gang membership;

31. Criminal activity;

32. Falsification of any records, documents, notes, or signatures;

33. Tampering with, changing, or altering records or documents of the school district by any method including, but not limited to, computer access or other

electronic means;

34. Scholastic dishonesty which includes, but is not limited to, cheating on a school assignment or test, plagiarism, or collusion, including the use of picture phones or other technology to accomplish this end;

35. Impertinent or disrespectful words, symbols, acronyms, or language, whether oral or written, related to teachers or other school district personnel;

36. Violation of the school district's Harassment and Violence Policy;

37. Actions, including fighting or any other assaultive behavior, which causes or could cause injury to the student or other persons or which otherwise endangers the health, safety, or welfare of teachers, students, other school district personnel, or other persons;

38. Committing an act which inflicts great bodily harm upon another person, even though accidental or a result of poor judgment;

39. Violations against persons, including, but not limited to, assault or threatened assault, fighting, harassment, interference or obstruction, attack with a weapon, or look-alike weapon, sexual assault, illegal or inappropriate sexual conduct, or indecent exposure;

40. Verbal assaults or verbally abusive behavior including, but not limited to, use of words, symbols, acronyms, or language, whether oral or written, that are discriminatory, abusive, obscene, threatening, intimidating, degrading to other people, or threatening to school property;

41. Physical or verbal threats including, but not limited to, the staging or reporting of dangerous or hazardous situations that do not exist;

42. Inappropriate, abusive, threatening, or demeaning actions based on race, color, creed, religion, sex, marital status, status with regard to public assistance, disability, national origin, or sexual orientation;

43. Violation of the school district's Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees Policy;

44. Violation of the school district's one-to-one device rules and regulations;

45. Violation of school rules, regulations, policies, or procedures, including, but not limited to, those policies specifically enumerated in this policy;

46. Other acts, as determined by the school district, which are disruptive of the educational process or dangerous or detrimental to the student or other students, school district personnel or surrounding persons, or which violate the rights of others or which damage or endanger the property of the school, or which otherwise interferes with or obstruct the mission or operations of the school district or the safety or welfare of students or employees.

IX. RECESS AND OTHER BREAKS

A. "Recess detention" means excluding or excessively delaying a student from participating in a scheduled recess period as a consequence for student behavior. Recess detention does not include, among other things, providing alternative recess at the student's choice.

B. The school district is encouraged to ensure student access to structured breaks from the demands of school and to support teachers, principals, and other school staff in their efforts to use evidence-based approaches to reduce exclusionary forms of discipline.

C. The school district must not use recess detention unless:

1. a student causes or is likely to cause serious physical harm to other students or staff;

2. the student's parent or guardian specifically consents to the use of recess detention; or

3. for students receiving special education services, the student's individualized education program team has determined that withholding recess is appropriate based on the individualized needs of the student.

D. The school district must not withhold recess from a student based on incomplete schoolwork.

E. The school district must require school staff to make a reasonable attempt to notify a parent or guardian within 24 hours of using recess detention.

F. The school district must compile information on each recess detention at the end of each school year, including the student's age, grade, gender, race or ethnicity, and special education status. This information must be available to the public upon request. The school district is encouraged to use the data in professional development promoting the use of nonexclusionary discipline.

G. The school district must not withhold or excessively delay a student's participation in scheduled mealtimes. This section does not alter a district or school's existing responsibilities under Minnesota Statutes, section 124D.111 or other state or federal law.

X. DISCIPLINARY ACTION OPTIONS

The general policy of the school district is to utilize progressive discipline to the extent reasonable and appropriate based upon the specific facts and circumstances of student misconduct. The specific form of discipline chosen in a particular case is solely within the discretion of the school district. At a minimum, violation of school district code of conduct, rules, regulations, policies, or procedures will result in discussion of the violation and a verbal warning. The school district shall, however, impose more severe disciplinary sanctions for any violation, including exclusion or expulsion, if warranted by the student's misconduct, as determined by the school district. Disciplinary action may include, but is not limited to, one or more of the following:

A. Student conference with teacher, principal, counselor, or other school district personnel, and verbal warning;

B. Confiscation by school district personnel and/or by law enforcement of any item, article, object, or thing, prohibited by, or used in the violation of, any school district policy, rule, regulation, procedure, or state or federal law. If confiscated by the school district, the confiscated item, article, object, or thing will be released only to the parent/guardian following the completion of any investigation or disciplinary action instituted or taken related to the violation.

C. Parent contact;

D. Parent conference;

E. Removal from class;

F. In-school suspension;

G. Suspension from extracurricular activities;

H. Detention or restriction of privileges;

I. Loss of school privileges;

J. In-school monitoring or revised class schedule;

K. Referral to in-school support services;

L. Referral to community resources or outside agency services;

M. Financial restitution;

N. Referral to police, other law enforcement agencies, or other appropriate authorities;

O. A request for a petition to be filed in district court for juvenile delinquency adjudication;

P. Out-of-school suspension under the Pupil Fair Dismissal Act;

Q. Preparation of an admission or readmission plan;

R. Saturday school;

S. Expulsion under the Pupil Fair Dismissal Act;

T. Exclusion under the Pupil Fair Dismissal Act; and/or

U. Other disciplinary action as deemed appropriate by the school district.

XI. REMOVAL OF STUDENTS FROM CLASS

A. The teacher of record shall have the general control and government of the classroom. Teachers have the responsibility of attempting to modify disruptive student behavior by such means as conferring with the student, using positive reinforcement, assigning detention or other consequences, or contacting the student's parents. When such measures fail, or when the teacher determines it is otherwise appropriate based upon the student's conduct, the teacher shall have the authority to remove the student from class pursuant to the procedures established by this discipline policy. "Removal from class" and "removal" mean any actions taken by a teacher, principal, or other school district employee to prohibit a student from attending a class or activity period for a period of time not to exceed five (5) days, pursuant to this discipline policy.

Grounds for removal from class shall include any of the following:

1. Willful conduct that significantly disrupts the rights of others to an education, including conduct that interferes with a teacher's ability to teach or communicate effectively with students in a class or with the ability of other students to learn;

2. Willful conduct that endangers surrounding persons, including school district employees, the student or other students, or the property of the school;

3. Willful violation of any school rules, regulations, policies or procedures, including the Code of Student Conduct in this policy; or

4. Other conduct, which in the discretion of the teacher or administration, requires removal of the student from class.

Such removal shall be for at least one (1) activity period or class period of instruction for a given course of study and shall not exceed five (5) such periods.

A student must be removed from class immediately if the student engages in assault or violent behavior. "Assault" is an act done with intent to cause fear in another of immediate bodily harm or death; or the intentional infliction of, or attempt to inflict, bodily harm upon another.

B. If a student is removed from class more than ten (10) times in a school year, the school district shall notify the parent or guardian of the student's tenth removal from class and make reasonable attempts to convene a meeting with the student's parent or guardian to discuss the problem that is causing the student to be removed from class.

C. Procedures for Removal of a Student From a Class.

1. ~~Specify procedures to remove a student from a class to be followed by a teacher, school administrator, or other school district employee to remove a student from a class;~~ All students have a right to learn and teachers the right to teach. Disruption to the learning process may result in the loss of privilege to remain in the class.
   A. Teacher will notify support staff of need for removal after preventative and responsive practices have been conducted.
   B. Support staff will engage in restorative and/or disciplinary actions following the code of conduct.

~~2. Specify required approvals necessary;~~

~~3.~~2. ~~Specify paperwork and reporting procedures~~. Behaviors under the major category in the student handbook are documented in the Student Information System.

D. Period of Time for which a Student may be Removed from a Class (may not exceed five (5) class periods for a violation of a rule of conduct)

1. The removal from class shall be for a period of time deemed appropriate by the principal, in consultation with the teacher.

E. Responsibility for and Custody of a Student Removed from Class.

1. ~~Designation of where student is to go when removed;~~

~~2.~~ ~~Designation of how student is to get to designated destination;~~ Support staff will determine appropriate location away from the classroom setting.

~~3. Whether student must be accompanied;~~

4. ~~Statement of what student is to do when and while removed;~~The level of response will vary depending on the level of behavior as articulated in the

Interventions and Disciplinary Actions section of the District Student Handbook

5. ~~Designation of who has control over and responsibility for student after removal from class.~~The support staff or administration will have responsibility of the student while receiving intervention unless responsibility has been turned over to the parent or guardian.

F. Procedures for Return of a Student to a Specific Class from Which the Student was Removed.

1. ~~Specification of procedures;~~

~~2.~~ ~~Actions or approvals required such as notes, conferences, readmission plans.~~Procedures for re-entry to the classroom could contain but is not limited to harm repair, conferencing, readmission plan as determined by support staff or administration with collaboration of the classroom teacher.

G. Procedures for Notifying a Student and the Student's Parents or Guardian of Violation of the Rules of Conduct and of Resulting Disciplinary Actions;

1. ~~Specification of Procedures; Specify procedures for notifying students and parents/guardians of violations of the rules of conduct and resulting disciplinary action;~~

~~2.~~ ~~Actions or approvals required, such as notes, conferences, readmission plans.~~All behaviors categorized as major and unlawful as communicated through our Code of Conduct in the Student Handbook which result in disciplinary action require parent or guardian notification.

H. Disabled Students; Special Provisions.

1. ~~Procedures for~~ Administration and/or case managers will consider~~ation of~~ whether there is a need for further assessment;

2. ~~Procedures for~~ An IEP team will consider~~ation of~~ whether there is a need for a review of the adequacy of the current Individualized Education Program (IEP) of a disabled student who is removed from class or disciplined; and

3. Any ~~procedures~~ determined appropriate services for referring students in need of additional or alternate special education services ~~to those services.~~

I. Procedures for Detecting and Addressing Chemical Abuse Problems of Students While on School Premises.

1. ~~Establishment of a chemical abuse preassessment team pursuant to Minnesota Statutes, section 121A.26;~~

2. ~~Establishment of teacher reporting procedures to the chemical abuse preassessment team~~ pPursuant to Minnesota Statutes section 121A.29 a teacher who knows or has reason to believe that a student is using, possessing, or transferring alcohol or a controlled substance while on the school premises or involved in school-related activities, shall immediately notify the school administration.

J. Procedures for Immediate and Appropriate Interventions Tied to Violations of the Code of Student Conduct.

1. Teachers will follow the identified Positive Behavior Intervention and supports

as identified by each site's PBIS team.

XII. DISMISSAL

A. "Dismissal" means the denial of the current educational program to any student, including exclusion, expulsion, and suspension. Dismissal does not include removal from class.

The school district shall not deny due process or equal protection of the law to any student involved in a dismissal proceeding which may result in suspension, exclusion or expulsion.

The school district shall not dismiss any student without attempting to before dismissal proceedings or pupil withdrawal agreements, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property.

B. Violations leading to suspension, based upon severity, may also be grounds for actions leading to expulsion, and/or exclusion. A student may be dismissed on any of the following grounds:

1. Willful violation of any reasonable school board regulation, including those found in this policy;

2. Willful conduct that significantly disrupts the rights of others to an education, or the ability of school personnel to perform their duties, or school sponsored extracurricular activities; or

3. Willful conduct that endangers the student or other students, or surrounding persons, including school district employees, or property of the school.

C. Disciplinary Dismissals Prohibited

1. A pupil enrolled in the following is not subject to dismissals under the Pupil Fair Dismissal Act:

   a. a preschool or prekindergarten program, including an early childhood family education, school readiness, school readiness plus, voluntary prekindergarten, Head Start, or other school-based preschool or prekindergarten program; or

   b. kindergarten through Grade 3.

2. This section does not apply to a dismissal from school for less than one school day, except as provided under Minnesota Statutes, chapter 125A and federal law for a student receiving special education services.

3. Notwithstanding this section, expulsions and exclusions may be used only after resources outlined under Nonexclusionary discipline have been exhausted, and only in circumstances where there is an ongoing serious safety threat to the child or others.

D. <u>Suspension Procedures</u>

1. "Suspension" means an action by the school administration, under rules promulgated by the School Board, prohibiting a student from attending school for a period of no more than ten (10) school days; provided, however, if a

suspension is longer than five (5) school days, the suspending administrator shall provide the superintendent with a reason for the longer term of suspension. This definition does not apply to dismissal for one (1) school day or less where a student with a disability does not receive regular or special education instruction during that dismissal period.

2. School administration must allow a suspended pupil the opportunity to complete all school work assigned during the period of the pupil's suspension and to receive full credit for satisfactorily completing the assignments. The school principal or other person having administrative control of the school building or program is encouraged to designate a district or school employee as a liaison to work with the pupil's teachers to allow the suspended pupil to (1) receive timely course materials and other information, and (2) complete daily and weekly assignments and receive teachers' feedback.

3. If a student's total days of removal from school exceed ten (10) cumulative days in a school year, the school district shall make reasonable attempts to convene a meeting with the student and the student's parent or guardian before subsequently removing the student from school and, with the permission of the parent or guardian, arrange for a mental health screening for the student at the parent or guardian's expense. The purpose of this meeting is to attempt to determine the student's need for assessment or other services or whether the parent or guardian should have the student assessed or diagnosed to determine whether the student needs treatment for a mental health disorder.

4. The definition of suspension under Minnesota Statutes, section 121A.41, subdivision 10, does not apply to a student's dismissal from school for one school day or less, except as provided under federal law for a student with a disability. Each suspension action may include a readmission plan. The plan shall include, where appropriate, a provision for implementing alternative educational services upon readmission which must not be used to extend the current suspension. A readmission plan must not obligate a parent or guardian to provide psychotropic drugs to their student as a condition of readmission. School administration must not use the refusal of a parent or guardian to consent to the administration of psychotropic drugs to their student or to consent to a psychiatric evaluation, screening, or examination of the student as a ground, by itself, to prohibit the student from attending class or participating in a school-related activity, or as a basis of a charge of child abuse, child neglect, or medical or educational neglect. The school administration may not impose consecutive suspensions against the same student for the same course of conduct, or incident of misconduct, except where the student will create an immediate and substantial danger to self or to surrounding persons or property or where the school district is in the process of initiating an expulsion, in which case the school administration may extend the suspension to a total of fifteen (15) days.

5. A child with a disability may be suspended. When a child with a disability has been suspended for more than five (5) consecutive days or ten (10) cumulative school days in the same year, and that suspension does not involve a recommendation for expulsion or exclusion or other change in placement under federal law, relevant members of the child's IEP team, including at least one of the child's teachers, shall meet and determine the extent to which the child needs services in order to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals in the child's IEP. That meeting must occur as soon as possible, but no more than ten (10) days after the sixth (6^{th}) consecutive day of suspension or the tenth (10^{th}) cumulative day of suspension has elapsed.

6. Alternative education services must be provided to a pupil who is suspended for more than five (5) consecutive school days. Alternative educational services may include, but are not limited to, special tutoring, modified curriculum, modified instruction, other modifications or adaptations, instruction through electronic media, special education services as indicated by appropriate assessments, homebound instruction, supervised homework, or enrollment in another district or in an alternative learning center under Minnesota Statutes, section 123A.05 selected to allow the student to progress toward meeting graduation standards under Minnesota Statutes, section 120B.02, although in a different setting.

7. The school administration shall not suspend a student from school without an informal administrative conference with the student. The informal administrative conference shall take place before the suspension, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property, in which case the conference shall take place as soon as practicable following the suspension. At the informal administrative conference, a school administrator shall notify the student of the grounds for the suspension, provide an explanation of the evidence the authorities have, and the student may present the student's version of the facts. A separate administrative conference is required for each period of suspension.

8. After school administration notifies a student of the grounds for suspension, school administration may, instead of imposing the suspension, do one or more of the following:

   a. strongly encourage a parent or guardian of the student to attend school with the student for one day;

   b. assign the student to attend school on Saturday as supervised by the principal or the principal's designee; and

   c. petition the juvenile court that the student is in need of services under Minnesota Statutes chapter 260C.

9. A written notice containing the grounds for suspension, a brief statement of the facts, a description of the testimony, a readmission plan, and a copy of the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56, shall be personally served upon the student at or before the time the suspension is to take effect, and upon the student's parent or guardian by mail within forty-eight (48) hours of the conference. (See attached sample Notice of Suspension.)

10. The school administration shall make reasonable efforts to notify the student's parent or guardian of the suspension by telephone as soon as possible following suspension.

11. In the event a student is suspended without an informal administrative conference on the grounds that the student will create an immediate and substantial danger to surrounding persons or property, the written notice shall be served upon the student and the student's parent or guardian within forty-eight (48) hours of the suspension. Service by mail shall be complete upon mailing.

12. Notwithstanding the foregoing provisions, the student may be suspended pending the school board's decision in an expulsion or exclusion proceeding,

provided that alternative educational services are implemented to the extent that suspension exceeds five (5) consecutive school days.

E. Expulsion and Exclusion Procedures

1. "Expulsion" means a school board action to prohibit an enrolled student from further attendance for up to twelve (12) months from the date the student is expelled. The authority to expel rests with the school board.

2. "Exclusion" means an action taken by the school board to prevent enrollment or re-enrollment of a student for a period that shall not extend beyond the school year. The authority to exclude rests with the school board.

3. All expulsion and exclusion proceedings will be held pursuant to and in accordance with the provisions of the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56.

4. No expulsion or exclusion shall be imposed without a hearing, unless the right to a hearing is waived in writing by the student and parent or guardian.

5. The student and parent or guardian shall be provided written notice of the school district's intent to initiate expulsion or exclusion proceedings. This notice shall be served upon the student and his or her parent or guardian personally or by mail, and shall contain a complete statement of the facts; a list of the witnesses and a description of their testimony; state the date, time and place of hearing; be accompanied by a copy of the Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56; describe the nonexclusionary disciplinary practices accorded the student in an attempt to avoid the expulsion proceedings; and inform the student and parent or guardian of their right to: (1) have a representative of the student's own choosing, including legal counsel at the hearing; (2) examine the student's records before the hearing; (3) present evidence; and (4) confront and cross-examine witnesses. The school district must advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from the Minnesota Department of Education (MDE) and is posted on its website.

6. The hearing shall be scheduled within ten (10) days of the service of the written notice unless an extension, not to exceed five (5) days, is requested for good cause by the school district, student, parent, or guardian.

7. All hearings shall be held at a time and place reasonably convenient to the student, parent, or guardian and shall be closed, unless the student, parent, or guardian requests an open hearing.

8. The school district shall record the hearing proceedings at district expense, and a party may obtain a transcript at its own expense.

9. The student shall have a right to a representative of the student's own choosing, including legal counsel, at the student's sole expense. The school district shall advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from MDE. The school board may appoint an attorney to represent the school district in any proceeding.

10. If the student designates a representative other than the parent or guardian, the representative must have a written authorization from the student and the parent or guardian providing them with access to and/or copies of the

student's records.

11. All expulsion or exclusion hearings shall take place before and be conducted by an independent hearing officer designated by the school district. The hearing shall be conducted in a fair and impartial manner. Testimony shall be given under oath and the hearing officer shall have the power to issue subpoenas and administer oaths.

12. At a reasonable time prior to the hearing, the student, parent or guardian, or authorized representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the proposed dismissal action may be based.

13. The student, parent or guardian, or authorized representative, shall have the right to compel the presence of any school district employee or agent or any other person who may have evidence upon which the proposed dismissal action may be based, and to confront and cross-examine any witnesses testifying for the school district.

14. The student, parent or guardian, or authorized representative, shall have the right to present evidence and testimony, including expert psychological or educational testimony.

15. The student cannot be compelled to testify in the dismissal proceedings.

16. The hearing officer shall prepare findings and a recommendation based solely upon substantial evidence presented at the hearing, which must be made to the school board and served upon the parties within two (2) days after the close of the hearing.

17. The school board shall base its decision upon the findings and recommendation of the hearing officer and shall render its decision at a meeting held within five (5) days after receiving the findings and recommendation. The school board may provide the parties with the opportunity to present exceptions and comments to the hearing officer's findings and recommendation provided that neither party presents any evidence not admitted at the hearing. The decision by the school board must be based on the record, must be in writing, and must state the controlling facts on which the decision is made in sufficient detail to apprise the parties and the Commissioner of the Minnesota Department of Education (Commissioner) of the basis and reason for the decision.

18. A party to an expulsion or exclusion decision made by the school board may appeal the decision to the Commissioner within twenty-one (21) calendar days of school board action pursuant to Minnesota Statutes section 121A.49. The decision of the school board shall be implemented during the appeal to the Commissioner.

19. The school district shall report any suspension, expulsion or exclusion action taken to the appropriate public service agency, when the student is under the supervision of such agency.

20. The school district must report, through the MDE electronic reporting system, each expulsion or exclusion within thirty (30) days of the effective date of the action to the Commissioner. This report must include a statement of alternative educational services given the student and the reason for, the effective date, and the duration of the exclusion or expulsion. The report must also include the student's age, grade, gender, race, and special education

status. The dismissal report must include state student identification numbers of affected students.

21. Whenever a student fails to return to school within ten (10) school days of the termination of dismissal, a school administrator shall inform the student and his/her parent or guardian by mail of the student's right to attend and to be reinstated in the school district.

XIII. ADMISSION OR READMISSION PLAN

A school administrator must prepare and enforce an admission or readmission plan for any student who is excluded or expelled from school. The plan must include measures to improve the student's behavior, which may include completing a character education program consistent with Minnesota Statutes, section 120B.232, subdivision 1, social and emotional learning, counseling, social work services, mental health services, referrals for special education or 504 evaluation, and evidence-based academic interventions. The plan must include reasonable attempts to obtain parental involvement in the admission or readmission process, and may indicate the consequences to the student of not improving the student's behavior. The readmission plan must not obligate parents to provide a sympathomimetic medication for their child as a condition of readmission.

XIV. NOTIFICATION OF POLICY VIOLATIONS

Notification of any violation of this policy and resulting disciplinary action shall be as provided herein, or as otherwise provided by the Pupil Fair Dismissal Act or other applicable law. The teacher, principal or other school district official may provide additional notification as deemed appropriate.

In addition, the school district must report, through the MDE electronic reporting system, each exclusion or expulsion, each physical assault of a school district employee by a pupil, and each pupil withdrawal agreement within thirty (30) days of the effective date of the dismissal action, pupil withdrawal, or assault, to the MDE Commissioner. This report must include a statement of the nonexclusionary disciplinary practices, or other sanction, intervention, or resolution in response to the assault given to the pupil and the reason for, the effective date, and the duration of the exclusion or expulsion or other sanction, intervention, or resolution. The report must also include the pupil's age, grade, gender, race, and special education status.

XV. STUDENT DISCIPLINE RECORDS

The policy of the school district is that complete and accurate student discipline records be maintained. The collection, dissemination, and maintenance of student discipline records shall be consistent with applicable school district policies and federal and state law, including the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13.

XVI. STUDENTS WITH DISABILITIES

Students who are currently identified as eligible under the IDEA or Section 504 will be subject to the provisions of this policy, unless the student's IEP or 504 plan specifies a necessary modification.

Before initiating an expulsion or exclusion of a student with a disability, relevant members of the child's IEP team and the child's parent shall, consistent with federal law, conduct a manifestation determination and determine whether the child's behavior was (i) caused by or had a direct and substantial relationship to the child's disability and (ii) whether the child's conduct was a direct result of a failure to implement the child's IEP. If the student's educational program is appropriate and the behavior is <u>not</u> a manifestation of the student's disability, the school district will proceed with discipline – up to and including expulsion – as if the student did not have a disability, unless the student's educational program provides

otherwise. If the team determines that the behavior subject to discipline is a manifestation of the student's disability, the team shall conduct a functional behavioral assessment and implement a behavioral intervention plan for such student provided that the school district had not conducted such assessment prior to the manifestation determination before the behavior that resulted in a change of placement. Where a behavioral intervention plan previously has been developed, the team will review the behavioral intervention plan and modify it as necessary to address the behavior.

When a student who has an IEP is excluded or expelled for misbehavior that is not a manifestation of the student's disability, the school district shall continue to provide special education and related services during the period of expulsion or exclusion.

XVII. OPEN ENROLLED STUDENTS

The school district may terminate the enrollment of a nonresident student enrolled under an Enrollment Option Program (Minnesota Statutes section 124D.03) or Enrollment in Nonresident District (Minnesota Statutes section 124D.08) at the end of a school year if the student meets the definition of a habitual truant, the student has been provided appropriate services for truancy (Minnesota Statutes chapter 260A), and the student's case has been referred to juvenile court. The school district may also terminate the enrollment of a nonresident student over the age of seventeen (17) enrolled under an Enrollment Options Program if the student is absent without lawful excuse for one or more periods on fifteen (15) school days and has not lawfully withdrawn from school.

XVIII. DISCIPLINE COMPLAINT PROCEDURE

Students, parents and other guardians, and school staff may file a complaint and seek corrective action when the requirements of the Minnesota Pupil Fair Dismissal Act, including the implementation of the local behavior and discipline policies, are not being implemented appropriately or are being discriminately applied.

The Discipline Complaint Procedure must, at a minimum:

1. provide procedures for communicating this policy including the ability for a parent to appeal a decision under Minnesota Statutes, section 121A.49 that contains explicit instructions for filing the complaint;

2. provide an opportunity for involved parties to submit additional information related to the complaint;

3. provide a procedure to begin to investigate complaints within three school days of receipt, and identify personnel who will manage the investigation and any resulting record and are responsible for keeping and regulating access to any record;

4. provide procedures for issuing a written determination to the complainant that addresses each allegation and contains findings and conclusions;

5. if the investigation finds the requirements of Minnesota Statutes, sections 121A.40 to 121A.61, including any local policies that were not implemented appropriately, contain procedures that require a corrective action plan to correct a student's record and provide relevant staff with training, coaching, or other accountability practices to ensure appropriate compliance with policies in the future; and

6. prohibit reprisals or retaliation against any person who asserts, alleges, or reports a complaint, and provide procedures for applying appropriate consequences for a person who engages in reprisal or retaliation.

XIX. DISTRIBUTION OF POLICY

The school district will notify students and parents of the existence and contents of this policy in such manner as it deems appropriate. Copies of this discipline policy shall be made available to all students and parents at the commencement of each school year and to all new students and parents upon enrollment. This policy shall also be available upon request in each principal's office.

XX. REVIEW OF POLICY

The principal and representatives of parents, students and staff in each school building shall confer at least annually to review this discipline policy, determine if the policy is working as intended, and to assess whether the discipline policy has been enforced. Any recommended changes shall be submitted to the superintendent for consideration by the school board, which shall conduct an annual review of this policy.

Legal References:
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota Students)
Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 121A.26 (School Preassessment Teams)
Minn. Stat. § 121A.29 (Reporting; Chemical Abuse)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.575 (Alternatives to Pupil Suspension)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. §§ 121A.60 (Definitions)
Minn. Stat. § 121A.61 (Discipline and Removal of Students from Class)
Minn. Stat. § 122A.42 (General Control of Schools)
Minn. Stat. § 123A.05 (State-Approved Alternative Program Organization)
Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Stat. § 124D.08 (School Boards' Approval to Enroll in Nonresident District; Exceptions)
Minn. Stat. Ch. 125A (Special Education and Special Programs)
Minn. Stat. § 152.22, Subd. 6 (Definitions)
Minn. Stat. § 152.23 (Limitations)
Minn. Stat. Ch. 260A (Truancy)
Minn. Stat. Ch. 260C (Juvenile Safety and Placement)
20 U.S.C. §§ 1400-1487 (Individuals with Disabilities Education Act)
29 U.S.C. § 794 *et seq*. (Rehabilitation Act of 1973, § 504)
34 C.F.R. § 300.530(e)(1) (Manifestation Determination)

Cross References:
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 419 (Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices)
MSBA/MASA Model Policy 501 (School Weapons)
MSBA/MASA Model Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)
MSBA/MASA Model Policy 503 (Student Attendance)
MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)
MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)
MSBA/MASA Model Policy 525 (Violence Prevention)
MSBA/MASA Model Policy 526 (Hazing Prohibition)
MSBA/MASA Model Policy 527 (Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches)
MSBA/MASA Model Policy 610 (Field Trips)

MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)
MSBA/MASA Model Policy 711 (Video Recording on School Buses)
MSBA/MASA Model Policy 712 (Video Surveillance Other Than on Buses)

Replacing: Policy 5085
First Reading: 11.21.23
Second Reading:

*Adopted:*_____ *MSBA/MASA Model Policy 506*
Orig. 1995
*Revised:*_____ *Rev. 2023*

506 STUDENT DISCIPLINE

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

I. PURPOSE

The purpose of this policy is to ensure that students are aware of and comply with the school district's expectations for student conduct. Such compliance will enhance the school district's ability to maintain discipline and ensure that there is no interference with the educational process. The school district will take appropriate disciplinary action when students fail to adhere to the Code of Student Conduct established by this policy.

II. GENERAL STATEMENT OF POLICY

The school board recognizes that individual responsibility and mutual respect are essential components of the educational process. The school board further recognizes that nurturing the maturity of each student is of primary importance and is closely linked with the balance that must be maintained between authority and self-discipline as the individual progresses from a child's dependence on authority to the more mature behavior of self-control.

All students are entitled to learn and develop in a setting which promotes respect of self, others, and property. Proper positive discipline can only result from an environment which provides options and stresses student self-direction, decision-making, and responsibility. Schools can function effectively only with internal discipline based on mutual understanding of rights and responsibilities.

Students must conduct themselves in an appropriate manner that maintains a climate in which learning can take place. Overall decorum affects student attitudes and influences student behavior. Proper student conduct is necessary to facilitate the education process and to create an atmosphere conducive to high student achievement.

Although this policy emphasizes the development of self-discipline, it is recognized that there are instances when it will be necessary to administer disciplinary measures. The position of the school district is that a fair and equitable district-wide student discipline policy will contribute to the quality of the student's educational experience. This discipline policy is adopted in accordance with and subject to the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56.

In view of the foregoing and in accordance with Minnesota Statutes, section 121A.55, the school board, with the participation of school district administrators, teachers, employees, students, parents, community members, and such other individuals and organizations as appropriate, has developed this policy which governs student conduct and applies to all students of the school district.

III. DEFINITIONS

A. "Nonexclusionary disciplinary policies and practices" means policies and practices that are alternatives to dismissing a pupil from school, including but not limited to evidence-based positive behavior interventions and supports, social and emotional services, school-linked mental health services, counseling services, social work services, academic screening for Title 1 services or reading interventions, and alternative education services. Nonexclusionary disciplinary policies and practices

include but are not limited to the policies and practices under sections 120B.12; 121A.575, clauses (1) and (2); 121A.031, subdivision 4, paragraph (a), clause (1); 121A.61, subdivision 3, paragraph (r); and 122A.627, clause (3).

B. "Pupil withdrawal agreement" means a verbal or written agreement between a school administrator or district administrator and a pupil's parent to withdraw a student from the school district to avoid expulsion or exclusion dismissal proceedings. The duration of the withdrawal agreement cannot be for more than a 12-month period.

IV. POLICY

A. The school board must establish uniform criteria for dismissal and adopt written policies and rules to effectuate the purposes of the Minnesota Pupil Fair Dismissal Act. The policies must include nonexclusionary disciplinary policies and practices consistent with Minnesota Statutes, section 121A.41, subdivision 12, and must emphasize preventing dismissals through early detection of problems. The policies must be designed to address students' inappropriate behavior from recurring.

B. The policies must recognize the continuing responsibility of the school for the education of the pupil during the dismissal period.

C. The school is responsible for ensuring that alternative educational services, if the pupil wishes to take advantage of them, must be adequate to allow the pupil to make progress toward meeting the graduation standards adopted under Minnesota Statutes, section 120B.02 and help prepare the pupil for readmission in accordance with section Minnesota Statutes, section 121A.46, subdivision 5.

D. For expulsion and exclusion dismissals and pupil withdrawal agreements as defined in Minnesota Statutes, section 121A.41, subdivision 13:

1. for a pupil who remains enrolled in the school district or is awaiting enrollment in a new district, the school district's continuing responsibility includes reviewing the pupil's schoolwork and grades on a quarterly basis to ensure the pupil is on track for readmission with the pupil's peers. The school district must communicate on a regular basis with the pupil's parent or guardian to ensure that the pupil is completing the work assigned through the alternative educational services as defined in Minnesota Statutes, section 121A.41, subdivision 11. These services are required until the pupil enrolls in another school or returns to the same school;

2. a pupil receiving school-based or school-linked mental health services in the school district under Minnesota Statutes, section 245.4889 continues to be eligible for those services until the pupil is enrolled in a new district; and

3. the school district must provide to the pupil's parent or guardian information on accessing mental health services, including any free or sliding fee providers in the community. The information must also be posted on the school district website.

V. AREAS OF RESPONSIBILITY

A. The School Board. The school board holds all school personnel responsible for the maintenance of order within the school district and supports all personnel acting within the framework of this discipline policy.

B. Superintendent. The superintendent shall establish guidelines and directives to carry out this policy, hold all school personnel, students, and parents responsible for conforming to this policy, and support all school personnel performing their duties

within the framework of this policy. The superintendent shall also establish guidelines and directives for using the services of appropriate agencies for assisting students and parents. Any guidelines or directives established to implement this policy shall be submitted to the school board for approval and shall be attached as an addendum to this policy.

C. Principal. The school principal is given the responsibility and authority to formulate building rules and regulations necessary to enforce this policy, subject to final school board approval. The principal shall give direction and support to all school personnel performing their duties within the framework of this policy. The principal shall consult with parents of students conducting themselves in a manner contrary to the policy. The principal shall also involve other professional employees in the disposition of Behavior referrals and shall make use of those agencies appropriate for assisting students and parents. A principal, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to ~~correct or~~ restrain a student to ~~or~~ prevent imminent bodily harm or death to the student or another.

D. Teachers. All teachers shall be responsible for providing a well-planned teaching/learning environment and shall have primary responsibility for student conduct, with appropriate assistance from the administration. All teachers shall enforce the Code of Student Conduct. In exercising the teacher's lawful authority, a teacher may use reasonable force when it is necessary under the circumstances to ~~correct or~~ restrain a student to ~~or~~ prevent imminent bodily harm or death to the student or another.

E. Other School District Personnel. All school district personnel shall be responsible for contributing to the atmosphere of mutual respect within the school. Their responsibilities relating to student behavior shall be as authorized and directed by the superintendent. A school employee, school bus driver, or other agent of a school district, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to restrain a student to ~~or~~ prevent bodily harm or death to the student or another.

F. Parents or Legal Guardians. Parents and guardians shall be held responsible for the behavior of their children as determined by law and community practice. They are expected to cooperate with school authorities and to participate regarding the behavior of their children.

G. Students. All students shall be held individually responsible for their behavior and for knowing and obeying the Code of Student Conduct and this policy.

H. Community Members. Members of the community are expected to contribute to the establishment of an atmosphere in which rights and duties are effectively acknowledged and fulfilled.

I. Reasonable Force Reports

1. The school district must report data on its use of any reasonable force used on a student with a disability to correct or restrain the student to prevent imminent bodily harm or death to the student or another that is consistent with the definition of physical holding under Minnesota Statutes, section 125A.0941, paragraph (c), as outlined in section 125A.0942, subdivision 3, paragraph (b).

2. Beginning with the 2024-2025 school year, the school district must report annually by July 15, in a form and manner determined by the MDE Commissioner, data from the prior school year about any reasonable force used on a general education student to correct or restrain the student to

prevent imminent bodily harm or death to the student or another that is consistent with the definition of physical holding under Minnesota Statutes, section 125A.0941, paragraph (c).

3. Any reasonable force used under Minnesota Statutes, sections 121A.582; 609.06, subdivision 1; and 609.379 which intends to hold a child immobile or limit a child's movement where body contact is the only source of physical restraint or confines a child alone in a room from which egress is barred shall be reported to the Minnesota Department of Education as a restrictive procedure, including physical holding or seclusion used by an unauthorized or untrained staff person.

VI. STUDENT RIGHTS

All students have the right to an education and the right to learn.

VII. STUDENT RESPONSIBILITIES

All students have the responsibility:

A. For their behavior and for knowing and obeying all school rules, regulations, policies, and procedures;

B. To attend school daily, except when excused, and to be on time to all classes and other school functions;

C. To pursue and attempt to complete the courses of study prescribed by the state and local school authorities;

D. To make necessary arrangements for making up work when absent from school;

E. To assist the school staff in maintaining a safe school for all students;

F. To be aware of all school rules, regulations, policies, and procedures, including those in this policy, and to conduct themselves in accord with them;

G. To assume that until a rule or policy is waived, altered, or repealed, it is in full force and effect;

H. To be aware of and comply with federal, state, and local laws;

I. To volunteer information in disciplinary cases should they have any knowledge relating to such cases and to cooperate with school staff as appropriate;

J. To respect and maintain the school’s property and the property of others;

K. To dress and groom in a manner which meets standards of safety and health and common standards of decency and which is consistent with applicable school district policy;

L. To avoid inaccuracies in student newspapers or publications and refrain from indecent or obscene language;

M. To conduct themselves in an appropriate physical or verbal manner; and

N. To recognize and respect the rights of others.

VIII. CODE OF STUDENT CONDUCT

A. The following are examples of unacceptable behavior subject to disciplinary action by the school district. These examples are not intended to be an exclusive list. Any student who engages in any of these activities shall be disciplined in accordance with this policy. This policy applies to all school buildings, school grounds, and school property or property immediately adjacent to school grounds; school-sponsored activities or trips; school bus stops; school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes; the area of entrance or departure from school premises or events; and all school-related functions, school-sponsored activities, events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting unacceptable behavior subject to disciplinary action at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events. This policy also applies to any student whose conduct at any time or in any place interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student, other students, or employees.

1. Violations against property including, but not limited to, damage to or destruction of school property or the property of others, failure to compensate for damage or destruction of such property, arson, breaking and entering, theft, robbery, possession of stolen property, extortion, trespassing, unauthorized usage, or vandalism;

2. The use of profanity or obscene language, or the possession of obscene materials;

3. Gambling, including, but not limited to, playing a game of chance for stakes;

4. Violation of the school district's Hazing Prohibition Policy;

5. Attendance problems including, but not limited to, truancy, absenteeism, tardiness, skipping classes, or leaving school grounds without permission;

6. Violation of the school district's Student Attendance Policy;

7. Opposition to authority using physical force or violence;

8. Using, possessing, or distributing tobacco, tobacco-related devices, electronic cigarettes, or tobacco paraphernalia in violation of the school district's Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices Policy;

9. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of alcohol or other intoxicating substances or look-alike substances;

10. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of narcotics, drugs, or other controlled substances (except as prescribed by a physician), or look-alike substances (these prohibitions include medical marijuana or medical cannabis, even when prescribed by a physician, and one student sharing prescription medication with another student);

11. Using, possessing, or distributing items or articles that are illegal or harmful to persons or property including, but not limited to, drug paraphernalia;

12. Using, possessing, or distributing weapons, or look-alike weapons or other

dangerous objects;

13. Violation of the school district's Weapons Policy;

14. Violation of the school district's Violence Prevention Policy;

15. Possession of ammunition including, but not limited to, bullets or other projectiles designed to be used in or as a weapon;

16. Possession, use, or distribution of explosives or any compound or mixture, the primary or common purpose or intended use of which is to function as an explosive;

17. Possession, use, or distribution of fireworks or any substance or combination of substances or article prepared for the purpose of producing a visible or an audible effect by combustion, explosion, deflagration or detonation;

18. Using an ignition device, including a butane or disposable lighter or matches, inside an educational building and under circumstances where there is a risk of fire, except where the device is used in a manner authorized by the school;

19. Violation of any local, state, or federal law as appropriate;

20. Acts disruptive of the educational process, including, but not limited to, disobedience, disruptive or disrespectful behavior, defiance of authority, cheating, insolence, insubordination, failure to identify oneself, improper activation of fire alarms, or bomb threats;

21. Violation of the school district's Internet Acceptable Use and Safety Policy;

22. Use of a cell phone in violation of the school district's Internet Acceptable Use and Safety Policy; ~~Possession of nuisance devices or objects which cause distractions and may facilitate cheating including, but not limited to, pagers, radios, and phones, including picture phones;~~

23. Violation of school bus or transportation rules or the school district's Student Transportation Safety Policy;

24. Violation of parking or school traffic rules and regulations, including, but not limited to, driving on school property in such a manner as to endanger persons or property;

25. Violation of directives or guidelines relating to lockers or improperly gaining access to a school locker;

26. Violation of the school district's Search of Student Lockers, Desks, Personal Possessions, and Student's Person Policy;

27. Violation of the school district's Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches Policy;

28. Possession or distribution of slanderous, libelous, or pornographic materials;

29. Violation of the school district's Bullying Prohibition Policy;

30. Student attire or personal grooming which creates a danger to health or safety or creates a disruption to the educational process, including clothing which bears a message which is lewd, vulgar, or obscene, apparel promoting

products or activities that are illegal for use by minors, or clothing containing objectionable emblems, signs, words, objects, or pictures communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group or which connotes gang membership;

31. Criminal activity;

32. Falsification of any records, documents, notes, or signatures;

33. Tampering with, changing, or altering records or documents of the school district by any method including, but not limited to, computer access or other electronic means;

34. Scholastic dishonesty which includes, but is not limited to, cheating on a school assignment or test, plagiarism, or collusion, including the use of picture phones or other technology to accomplish this end;

35. Impertinent or disrespectful words, symbols, acronyms, or language, whether oral or written, related to teachers or other school district personnel;

36. Violation of the school district's Harassment and Violence Policy;

37. Actions, including fighting or any other assaultive behavior, which causes or could cause injury to the student or other persons or which otherwise endangers the health, safety, or welfare of teachers, students, other school district personnel, or other persons;

38. Committing an act which inflicts great bodily harm upon another person, even though accidental or a result of poor judgment;

39. Violations against persons, including, but not limited to, assault or threatened assault, fighting, harassment, interference or obstruction, attack with a weapon, or look-alike weapon, sexual assault, illegal or inappropriate sexual conduct, or indecent exposure;

40. Verbal assaults or verbally abusive behavior including, but not limited to, use of words, symbols, acronyms, or language, whether oral or written, that are discriminatory, abusive, obscene, threatening, intimidating, degrading to other people, or threatening to school property;

41. Physical or verbal threats including, but not limited to, the staging or reporting of dangerous or hazardous situations that do not exist;

42. Inappropriate, abusive, threatening, or demeaning actions based on race, color, creed, religion, sex, marital status, status with regard to public assistance, disability, national origin, or sexual orientation;

43. Violation of the school district's Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees Policy;

44. Violation of the school district's one-to-one device rules and regulations;

45. Violation of school rules, regulations, policies, or procedures, including, but not limited to, those policies specifically enumerated in this policy;

46. Other acts, as determined by the school district, which are disruptive of the educational process or dangerous or detrimental to the student or other students, school district personnel or surrounding persons, or which violate the

rights of others or which damage or endanger the property of the school, or which otherwise interferes with or obstruct the mission or operations of the school district or the safety or welfare of students or employees.

IX. RECESS AND OTHER BREAKS

A. "Recess detention" means excluding or excessively delaying a student from participating in a scheduled recess period as a consequence for student behavior. Recess detention does not include, among other things, providing alternative recess at the student's choice.

B. The school district is encouraged to ensure student access to structured breaks from the demands of school and to support teachers, principals, and other school staff in their efforts to use evidence-based approaches to reduce exclusionary forms of discipline.

C. The school district must not use recess detention unless:

1. a student causes or is likely to cause serious physical harm to other students or staff;

2. the student's parent or guardian specifically consents to the use of recess detention; or

3. for students receiving special education services, the student's individualized education program team has determined that withholding recess is appropriate based on the individualized needs of the student.

D. The school district must not withhold recess from a student based on incomplete schoolwork.

E. The school district must require school staff to make a reasonable attempt to notify a parent or guardian within 24 hours of using recess detention.

F. The school district must compile information on each recess detention at the end of each school year, including the student's age, grade, gender, race or ethnicity, and special education status. This information must be available to the public upon request. The school district is encouraged to use the data in professional development promoting the use of nonexclusionary discipline.

G. The school district must not withhold or excessively delay a student's participation in scheduled mealtimes. This section does not alter a district or school's existing responsibilities under Minnesota Statutes, section 124D.111 or other state or federal law.

X. DISCIPLINARY ACTION OPTIONS

The general policy of the school district is to utilize progressive discipline to the extent reasonable and appropriate based upon the specific facts and circumstances of student misconduct. The specific form of discipline chosen in a particular case is solely within the discretion of the school district. At a minimum, violation of school district code of conduct, rules, regulations, policies, or procedures will result in discussion of the violation and a verbal warning. The school district shall, however, impose more severe disciplinary sanctions for any violation, including exclusion or expulsion, if warranted by the student's misconduct, as determined by the school district. Disciplinary action may include, but is not limited to, one or more of the following:

A. Student conference with teacher, principal, counselor, or other school district

personnel, and verbal warning;

B. Confiscation by school district personnel and/or by law enforcement of any item, article, object, or thing, prohibited by, or used in the violation of, any school district policy, rule, regulation, procedure, or state or federal law. If confiscated by the school district, the confiscated item, article, object, or thing will be released only to the parent/guardian following the completion of any investigation or disciplinary action instituted or taken related to the violation.

C. Parent contact;

D. Parent conference;

E. Removal from class;

F. In-school suspension;

G. Suspension from extracurricular activities;

H. Detention or restriction of privileges;

I. Loss of school privileges;

J. In-school monitoring or revised class schedule;

K. Referral to in-school support services;

L. Referral to community resources or outside agency services;

M. Financial restitution;

N. Referral to police, other law enforcement agencies, or other appropriate authorities;

O. A request for a petition to be filed in district court for juvenile delinquency adjudication;

P. Out-of-school suspension under the Pupil Fair Dismissal Act;

Q. Preparation of an admission or readmission plan;

R. Saturday school;

S. Expulsion under the Pupil Fair Dismissal Act;

T. Exclusion under the Pupil Fair Dismissal Act; and/or

U. Other disciplinary action as deemed appropriate by the school district.

XI. REMOVAL OF STUDENTS FROM CLASS

A. The teacher of record shall have the general control and government of the classroom. Teachers have the responsibility of attempting to modify disruptive student behavior by such means as conferring with the student, using positive reinforcement, assigning detention or other consequences, or contacting the student's parents. When such measures fail, or when the teacher determines it is otherwise appropriate based upon the student's conduct, the teacher shall have the authority to remove the student from class pursuant to the procedures established by this discipline policy. "Removal from class" and "removal" mean any actions taken by a teacher, principal, or other school

district employee to prohibit a student from attending a class or activity period for a period of time not to exceed five (5) days, pursuant to this discipline policy.

Grounds for removal from class shall include any of the following:

1. Willful conduct that significantly disrupts the rights of others to an education, including conduct that interferes with a teacher's ability to teach or communicate effectively with students in a class or with the ability of other students to learn;

2. Willful conduct that endangers surrounding persons, including school district employees, the student or other students, or the property of the school;

3. Willful violation of any school rules, regulations, policies or procedures, including the Code of Student Conduct in this policy; or

4. Other conduct, which in the discretion of the teacher or administration, requires removal of the student from class.

Such removal shall be for at least one (1) activity period or class period of instruction for a given course of study and shall not exceed five (5) such periods.

A student must be removed from class immediately if the student engages in assault or violent behavior. "Assault" is an act done with intent to cause fear in another of immediate bodily harm or death; or the intentional infliction of, or attempt to inflict, bodily harm upon another.

B. If a student is removed from class more than ten (10) times in a school year, the school district shall notify the parent or guardian of the student's tenth removal from class and make reasonable attempts to convene a meeting with the student's parent or guardian to discuss the problem that is causing the student to be removed from class.

[Note: The following Sections C. - J. must be developed and inserted by each school district based upon individual district practices, procedures, and preferences. School districts may consider developing and inserting procedures identified in Sections K-N.]

C. Procedures for Removal of a Student From a Class.

1. Specify procedures to remove a student from a class to be followed by a teacher, school administrator, or other school district employee ~~to remove a student from a class;~~

2. Specify required approvals necessary;

3. Specify paperwork and reporting procedures.

D. Period of Time for which a Student may be Removed from a Class (may not exceed five (5) class periods for a violation of a rule of conduct)

1. The removal from class shall be for a period of time deemed appropriate by the principal, in consultation with the teacher.

E. Responsibility for and Custody of a Student Removed from Class.

1. Designation of where student is to go when removed;

2. *Designation of how student is to get to designated destination;*

3. *Whether student must be accompanied;*

4. *Statement of what student is to do when and while removed;*

5. *Designation of who has control over and responsibility for student after removal from class.*

F. ***Procedures for Return of a Student to a Specific Class from Which the Student was Removed.***

1. *Specification of procedures;*

2. *Actions or approvals required such as notes, conferences, readmission plans.*

G. ***Procedures for Notifying a Student and the Student's Parents or Guardian of Violation of the Rules of Conduct and of Resulting Disciplinary Actions;***

1. *Specification of Procedures; ~~Specify procedures for notifying students and parents/guardians of violations of the rules of conduct and resulting disciplinary action;~~*

2. *Actions or approvals required, such as notes, conferences, readmission plans.*

H. ***Disabled Students; Special Provisions.***

1. *Procedures for consideration of whether there is a need for further assessment;*

2. *Procedures for consideration of whether there is a need for a review of the adequacy of the current Individualized Education Program (IEP) of a disabled student who is removed from class or disciplined; and*

3. *Any procedures determined appropriate for referring students in need of special education services to those services.*

I. ***Procedures for Detecting and Addressing Chemical Abuse Problems of Students While on School Premises.***

1. *Establishment of a chemical abuse preassessment team pursuant to Minnesota Statutes, section 121A.26;*

2. *Establishment of teacher reporting procedures to the chemical abuse preassessment team pursuant to Minnesota StatutesN section 121A.29.*

J. ***Procedures for Immediate and Appropriate Interventions Tied to Violations of the Code of Student Conduct.***

~~***K. Any Procedures Determined Appropriate for Encouraging Early Involvement of Parents or Guardians in Attempts to Improve a Student's Behavior.***~~

~~***L. Any Procedures Determined Appropriate for Encouraging Early Detection of Behavioral Problems.***~~

~~***M. Any Procedures Determined Appropriate for Referring a Student in Need of Special Education Services to Those Services; and***~~

~~***N. Any Procedures Determined Appropriate for Ensuring Victims of Bullying who Respond with Behavior not Allowed under the School's Behavior Policies have Access to a Remedial Response, Consistent with Minnesota Statutes, section 121A.031.***~~

XII. DISMISSAL

A. "Dismissal" means the denial of the current educational program to any student, including exclusion, expulsion, and suspension. Dismissal does not include removal from class.

The school district shall not deny due process or equal protection of the law to any student involved in a dismissal proceeding which may result in suspension, exclusion or expulsion.

The school district shall not dismiss any student without attempting to ~~provide alternative educational services~~ before dismissal proceedings or pupil withdrawal agreements, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property.

B. Violations leading to suspension, based upon severity, may also be grounds for actions leading to expulsion, and/or exclusion. A student may be dismissed on any of the following grounds:

1. Willful violation of any reasonable school board regulation, including those found in this policy;

2. Willful conduct that significantly disrupts the rights of others to an education, or the ability of school personnel to perform their duties, or school sponsored extracurricular activities; or

3. Willful conduct that endangers the student or other students, or surrounding persons, including school district employees, or property of the school.

C. Disciplinary Dismissals Prohibited

1. A pupil enrolled in the following is not subject to dismissals under the Pupil Fair Dismissal Act:

   a. a preschool or prekindergarten program, including an early childhood family education, school readiness, school readiness plus, voluntary prekindergarten, Head Start, or other school-based preschool or prekindergarten program; or

   b. kindergarten through Grade 3.

2. This section does not apply to a dismissal from school for less than one school day, except as provided under Minnesota Statutes, chapter 125A and federal law for a student receiving special education services.

3. Notwithstanding this section, expulsions and exclusions may be used only after resources outlined under Nonexclusionary discipline have been exhausted, and only in circumstances where there is an ongoing serious safety threat to the child or others.

D. Suspension Procedures

1. "Suspension" means an action by the school administration, under rules

promulgated by the School Board, prohibiting a student from attending school for a period of no more than ten (10) school days; provided, however, if a suspension is longer than five (5) school days, the suspending administrator shall provide the superintendent with a reason for the longer term of suspension. This definition does not apply to dismissal for one (1) school day or less where a student with a disability does not receive regular or special education instruction during that dismissal period.

2. School administration must allow a suspended pupil the opportunity to complete all school work assigned during the period of the pupil's suspension and to receive full credit for satisfactorily completing the assignments. The school principal or other person having administrative control of the school building or program is encouraged to designate a district or school employee as a liaison to work with the pupil's teachers to allow the suspended pupil to (1) receive timely course materials and other information, and (2) complete daily and weekly assignments and receive teachers' feedback.

3. If a student's total days of removal from school exceed ten (10) cumulative days in a school year, the school district shall make reasonable attempts to convene a meeting with the student and the student's parent or guardian before subsequently removing the student from school and, with the permission of the parent or guardian, arrange for a mental health screening for the student at the parent or guardian's expense. The purpose of this meeting is to attempt to determine the student's need for assessment or other services or whether the parent or guardian should have the student assessed or diagnosed to determine whether the student needs treatment for a mental health disorder.

4. The definition of suspension under Minnesota Statutes, section 121A.41, subdivision 10, does not apply to a student's dismissal from school for one school day or less, except as provided under federal law for a student with a disability. Each suspension action may include a readmission plan. The plan shall include, where appropriate, a provision for implementing alternative educational services upon readmission which must not be used to extend the current suspension. A readmission plan must not obligate a parent or guardian to provide psychotropic drugs to their student as a condition of readmission. School administration must not use the refusal of a parent or guardian to consent to the administration of psychotropic drugs to their student or to consent to a psychiatric evaluation, screening, or examination of the student as a ground, by itself, to prohibit the student from attending class or participating in a school-related activity, or as a basis of a charge of child abuse, child neglect, or medical or educational neglect. The school administration may not impose consecutive suspensions against the same student for the same course of conduct, or incident of misconduct, except where the student will create an immediate and substantial danger to self or to surrounding persons or property or where the school district is in the process of initiating an expulsion, in which case the school administration may extend the suspension to a total of fifteen (15) days.

5. A child with a disability may be suspended. When a child with a disability has been suspended for more than five (5) consecutive days or ten (10) cumulative school days in the same year, and that suspension does not involve a recommendation for expulsion or exclusion or other change in placement under federal law, relevant members of the child's IEP team, including at least one of the child's teachers, shall meet and determine the extent to which the child needs services in order to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals in the child's IEP. That meeting must occur as soon as possible, but no

more than ten (10) days after the sixth (6th) consecutive day of suspension or the tenth (10th) cumulative day of suspension has elapsed.

6. Alternative education services must be provided to a pupil who is suspended for more than five (5) consecutive school days ~~The school administration shall implement alternative educational services when the suspension exceeds five (5) days.~~ Alternative educational services may include, but are not limited to, special tutoring, modified curriculum, modified instruction, other modifications or adaptations, instruction through electronic media, special education services as indicated by appropriate assessments, homebound instruction, supervised homework, or enrollment in another district or in an alternative learning center under Minnesota Statutes, section 123A.05 selected to allow the student to progress toward meeting graduation standards under Minnesota Statutes, section 120B.02, although in a different setting.

7. The school administration shall not suspend a student from school without an informal administrative conference with the student. The informal administrative conference shall take place before the suspension, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property, in which case the conference shall take place as soon as practicable following the suspension. At the informal administrative conference, a school administrator shall notify the student of the grounds for the suspension, provide an explanation of the evidence the authorities have, and the student may present the student's version of the facts. A separate administrative conference is required for each period of suspension.

8. After school administration notifies a student of the grounds for suspension, school administration may, instead of imposing the suspension, do one or more of the following:

   a. strongly encourage a parent or guardian of the student to attend school with the student for one day;

   b. assign the student to attend school on Saturday as supervised by the principal or the principal's designee; and

   c. petition the juvenile court that the student is in need of services under Minnesota Statutes chapter 260C.

9. A written notice containing the grounds for suspension, a brief statement of the facts, a description of the testimony, a readmission plan, and a copy of the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56, shall be personally served upon the student at or before the time the suspension is to take effect, and upon the student's parent or guardian by mail within forty-eight (48) hours of the conference. (See attached sample Notice of Suspension.)

10. The school administration shall make reasonable efforts to notify the student's parent or guardian of the suspension by telephone as soon as possible following suspension.

11. In the event a student is suspended without an informal administrative conference on the grounds that the student will create an immediate and substantial danger to surrounding persons or property, the written notice shall be served upon the student and the student's parent or guardian within forty-eight (48) hours of the suspension. Service by mail shall be complete upon mailing.

12. Notwithstanding the foregoing provisions, the student may be suspended pending the school board's decision in an expulsion or exclusion proceeding, provided that alternative educational services are implemented to the extent that suspension exceeds five (5) consecutive school days.

E. Expulsion and Exclusion Procedures

1. "Expulsion" means a school board action to prohibit an enrolled student from further attendance for up to twelve (12) months from the date the student is expelled. The authority to expel rests with the school board.

2. "Exclusion" means an action taken by the school board to prevent enrollment or re-enrollment of a student for a period that shall not extend beyond the school year. The authority to exclude rests with the school board.

3. All expulsion and exclusion proceedings will be held pursuant to and in accordance with the provisions of the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56.

4. No expulsion or exclusion shall be imposed without a hearing, unless the right to a hearing is waived in writing by the student and parent or guardian.

5. The student and parent or guardian shall be provided written notice of the school district's intent to initiate expulsion or exclusion proceedings. This notice shall be served upon the student and his or her parent or guardian personally or by mail, and shall contain a complete statement of the facts; a list of the witnesses and a description of their testimony; state the date, time and place of hearing; be accompanied by a copy of the Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56; describe ~~alternative educational services~~ the nonexclusionary disciplinary practices accorded the student in an attempt to avoid the expulsion proceedings; and inform the student and parent or guardian of their right to: (1) have a representative of the student's own choosing, including legal counsel at the hearing; (2) examine the student's records before the hearing; (3) present evidence; and (4) confront and cross-examine witnesses. The school district ~~shall~~ must advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from the Minnesota Department of Education (MDE) and is posted on its website.

6. The hearing shall be scheduled within ten (10) days of the service of the written notice unless an extension, not to exceed five (5) days, is requested for good cause by the school district, student, parent, or guardian.

7. All hearings shall be held at a time and place reasonably convenient to the student, parent, or guardian and shall be closed, unless the student, parent, or guardian requests an open hearing.

8. The school district shall record the hearing proceedings at district expense, and a party may obtain a transcript at its own expense.

9. The student shall have a right to a representative of the student's own choosing, including legal counsel, at the student's sole expense. The school district shall advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from MDE. The school board may appoint an attorney to represent the school district in any proceeding.

10. If the student designates a representative other than the parent or guardian, the representative must have a written authorization from the student and the parent or guardian providing them with access to and/or copies of the student's records.

11. All expulsion or exclusion hearings shall take place before and be conducted by an independent hearing officer designated by the school district. The hearing shall be conducted in a fair and impartial manner. Testimony shall be given under oath and the hearing officer shall have the power to issue subpoenas and administer oaths.

12. At a reasonable time prior to the hearing, the student, parent or guardian, or authorized representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the proposed dismissal action may be based.

13. The student, parent or guardian, or authorized representative, shall have the right to compel the presence of any school district employee or agent or any other person who may have evidence upon which the proposed dismissal action may be based, and to confront and cross-examine any witnesses testifying for the school district.

14. The student, parent or guardian, or authorized representative, shall have the right to present evidence and testimony, including expert psychological or educational testimony.

15. The student cannot be compelled to testify in the dismissal proceedings.

16. The hearing officer shall prepare findings and a recommendation based solely upon substantial evidence presented at the hearing, which must be made to the school board and served upon the parties within two (2) days after the close of the hearing.

17. The school board shall base its decision upon the findings and recommendation of the hearing officer and shall render its decision at a meeting held within five (5) days after receiving the findings and recommendation. The school board may provide the parties with the opportunity to present exceptions and comments to the hearing officer's findings and recommendation provided that neither party presents any evidence not admitted at the hearing. The decision by the school board must be based on the record, must be in writing, and must state the controlling facts on which the decision is made in sufficient detail to apprise the parties and the Commissioner of the Minnesota Department of Education (Commissioner) of the basis and reason for the decision.

18. A party to an expulsion or exclusion decision made by the school board may appeal the decision to the Commissioner within twenty-one (21) calendar days of school board action pursuant to Minnesota Statutes section 121A.49. The decision of the school board shall be implemented during the appeal to the Commissioner.

19. The school district shall report any suspension, expulsion or exclusion action taken to the appropriate public service agency, when the student is under the supervision of such agency.

20. The school district must report, through the MDE electronic reporting system, each expulsion or exclusion within thirty (30) days of the effective date of the action to the Commissioner. This report must include a statement of

alternative educational services given the student and the reason for, the effective date, and the duration of the exclusion or expulsion. The report must also include the student's age, grade, gender, race, and special education status. The dismissal report must include state student identification numbers of affected students.

21. Whenever a student fails to return to school within ten (10) school days of the termination of dismissal, a school administrator shall inform the student and his/her parent or guardian by mail of the student's right to attend and to be reinstated in the school district.

XIII. ADMISSION OR READMISSION PLAN

A school administrator ~~shall~~ must prepare and enforce an admission or readmission plan for any student who is excluded or expelled from school. The plan ~~may~~ must include measures to improve the student's behavior, ~~including~~ which may include completing a character education program consistent with Minnesota Statutes, section 120B.232, subdivision 1, social and emotional learning, counseling, social work services, mental health services, referrals for special education or 504 evaluation, and evidence-based academic interventions. The plan must include reasonable attempts to obtain parental involvement in the admission or readmission process, and may indicate the consequences to the student of not improving the student's behavior. The readmission plan must not obligate parents to provide a sympathomimetic medication for their child as a condition of readmission.

XIV. NOTIFICATION OF POLICY VIOLATIONS

Notification of any violation of this policy and resulting disciplinary action shall be as provided herein, or as otherwise provided by the Pupil Fair Dismissal Act or other applicable law. The teacher, principal or other school district official may provide additional notification as deemed appropriate.

In addition, the school district must report, through the MDE electronic reporting system, each exclusion or expulsion, each physical assault of a school district employee by a ~~student~~ pupil, and each pupil withdrawal agreement within thirty (30) days of the ~~assault~~ effective date of the dismissal action, pupil withdrawal, or assault, to the MDE Commissioner. This report must include a statement of the ~~alternative educational services~~ nonexclusionary disciplinary practices, or other sanction, intervention, or resolution in response to the assault given to the ~~student~~ pupil and the reason for, the effective date, and the duration of the exclusion or expulsion or other sanction, intervention, or resolution. The report must also include the ~~student's~~ pupil's age, grade, gender, race, and special education status.

XV. STUDENT DISCIPLINE RECORDS

The policy of the school district is that complete and accurate student discipline records be maintained. The collection, dissemination, and maintenance of student discipline records shall be consistent with applicable school district policies and federal and state law, including the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13.

XVI. STUDENTS WITH DISABILITIES

Students who are currently identified as eligible under the IDEA or Section 504 will be subject to the provisions of this policy, unless the student's IEP or 504 plan specifies a necessary modification.

Before initiating an expulsion or exclusion of a student with a disability, relevant members of the child's IEP team and the child's parent shall, consistent with federal law, conduct a manifestation determination and determine whether the child's behavior was (i) caused by or had a direct and substantial relationship to the child's disability and (ii) whether the child's

conduct was a direct result of a failure to implement the child's IEP. If the student's educational program is appropriate and the behavior is not a manifestation of the student's disability, the school district will proceed with discipline – up to and including expulsion – as if the student did not have a disability, unless the student's educational program provides otherwise. If the team determines that the behavior subject to discipline is a manifestation of the student's disability, the team shall conduct a functional behavioral assessment and implement a behavioral intervention plan for such student provided that the school district had not conducted such assessment prior to the manifestation determination before the behavior that resulted in a change of placement. Where a behavioral intervention plan previously has been developed, the team will review the behavioral intervention plan and modify it as necessary to address the behavior.

When a student who has an IEP is excluded or expelled for misbehavior that is not a manifestation of the student's disability, the school district shall continue to provide special education and related services during the period of expulsion or exclusion.

XVII. OPEN ENROLLED STUDENTS

The school district may terminate the enrollment of a nonresident student enrolled under an Enrollment Option Program (Minnesota Statutes section 124D.03) or Enrollment in Nonresident District (Minnesota Statutes section 124D.08) at the end of a school year if the student meets the definition of a habitual truant, the student has been provided appropriate services for truancy (Minnesota Statutes chapter 260A), and the student's case has been referred to juvenile court. The school district may also terminate the enrollment of a nonresident student over the age of seventeen (17) enrolled under an Enrollment Options Program if the student is absent without lawful excuse for one or more periods on fifteen (15) school days and has not lawfully withdrawn from school.

XVIII. DISCIPLINE COMPLAINT PROCEDURE

Students, parents and other guardians, and school staff may file a complaint and seek corrective action when the requirements of the Minnesota Pupil Fair Dismissal Act, including the implementation of the local behavior and discipline policies, are not being implemented appropriately or are being discriminately applied.

The Discipline Complaint Procedure must, at a minimum:

1. provide procedures for communicating this policy including the ability for a parent to appeal a decision under Minnesota Statutes, section 121A.49 that contains explicit instructions for filing the complaint;

2. provide an opportunity for involved parties to submit additional information related to the complaint;

3. provide a procedure to begin to investigate complaints within three school days of receipt, and identify personnel who will manage the investigation and any resulting record and are responsible for keeping and regulating access to any record;

4. provide procedures for issuing a written determination to the complainant that addresses each allegation and contains findings and conclusions;

5. if the investigation finds the requirements of Minnesota Statutes, sections 121A.40 to 121A.61, including any local policies that were not implemented appropriately, contain procedures that require a corrective action plan to correct a student's record and provide relevant staff with training, coaching, or other accountability practices to ensure appropriate compliance with policies in the future; and

6. prohibit reprisals or retaliation against any person who asserts, alleges, or reports a complaint, and provide procedures for applying appropriate consequences for a person who engages in reprisal or retaliation.

XIX. DISTRIBUTION OF POLICY

The school district will notify students and parents of the existence and contents of this policy in such manner as it deems appropriate. Copies of this discipline policy shall be made available to all students and parents at the commencement of each school year and to all new students and parents upon enrollment. This policy shall also be available upon request in each principal's office.

XX. REVIEW OF POLICY

The principal and representatives of parents, students and staff in each school building shall confer at least annually to review this discipline policy, determine if the policy is working as intended, and to assess whether the discipline policy has been enforced. Any recommended changes shall be submitted to the superintendent for consideration by the school board, which shall conduct an annual review of this policy.

Legal References:
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota Students)
Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 121A.26 (School Preassessment Teams)
Minn. Stat. § 121A.29 (Reporting; Chemical Abuse)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.575 (Alternatives to Pupil Suspension)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. §§ 121A.60 (Definitions)
Minn. Stat. § 121A.61 (Discipline and Removal of Students from Class)
Minn. Stat. § 122A.42 (General Control of Schools)
Minn. Stat. § 123A.05 (State-Approved Alternative Program Organization)
Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Stat. § 124D.08 (School Boards' Approval to Enroll in Nonresident District; Exceptions)
Minn. Stat. Ch. 125A (Special Education and Special Programs)
Minn. Stat. § 152.22, Subd. 6 (Definitions)
Minn. Stat. § 152.23 (Limitations)
Minn. Stat. Ch. 260A (Truancy)
Minn. Stat. Ch. 260C (Juvenile Safety and Placement)
20 U.S.C. §§ 1400-1487 (Individuals with Disabilities Education Act)
29 U.S.C. § 794 *et seq*. (Rehabilitation Act of 1973, § 504)
34 C.F.R. § 300.530(e)(1) (Manifestation Determination)

Cross References:
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 419 (Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices)
MSBA/MASA Model Policy 501 (School Weapons)
MSBA/MASA Model Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)
MSBA/MASA Model Policy 503 (Student Attendance)
MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)
MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)
MSBA/MASA Model Policy 525 (Violence Prevention)

MSBA/MASA Model Policy 526 (Hazing Prohibition)
MSBA/MASA Model Policy 527 (Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches)
MSBA/MASA Model Policy 610 (Field Trips)
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)
MSBA/MASA Model Policy 711 (Video Recording on School Buses)
MSBA/MASA Model Policy 712 (Video Surveillance Other Than on Buses)

5085 SCHOOL DISCIPLINE POLICY

The School Board believes that a self-disciplined citizenry is essential for the maintenance of a free society.

The rights of individual students shall be protected and each student shall be expected to respect the person and rights of all other students, teachers, and other school personnel.

Under no circumstances will vandalism, violence, destructive acts, intimidation, extortion, harassment, malicious disturbances, use of controlled substances, or any other violations of the law be tolerated, condoned, or excused. Immediate steps will be taken to discipline any student involved in such behavior.

Because of its major importance, the complete text of the School District's School Discipline Policy for Elementary and Secondary Schools follows the above policy statement and should be considered as included as School Board Regulation 5085R.

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

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

*Adopted:*_____

*Revised:*_____

MSBA/MASA Model Policy 507
Orig. 1995
Rev. 2023

507 CORPORAL PUNISHMENT AND PRONE RESTRAINT

[Note: The provisions of this policy substantially reflect statutory requirements.]

I. PURPOSE

The purpose of this policy is to describe limitations on the use of corporal punishment and prone restraint upon a student~~s~~.

II. GENERAL STATEMENT OF POLICY

No employee or agent of the school district shall inflict corporal punishment or use prone restraint upon a student except as provided below.

III. DEFINITIONS

1. "Corporal punishment" means conduct involving:

   a. hitting or spanking a person with or without an object; or

   b. unreasonable physical force that causes bodily harm or substantial emotional harm.

2. "Prone restraint" means placing a child in a face-down position.

IV. PROHIBITIONS

1. An employee or agent of a district shall not inflict corporal punishment or cause corporal punishment to be inflicted upon a pupil to reform unacceptable conduct or as a penalty for unacceptable conduct.

2. An employee or agent of a district, including a school resource officer, security personnel, or police officer contracted with a district, shall not use prone or compressive restraint except that the restrictions on prone and compressive restraints do not apply under the circumstances enumerated in Minnesota Statutes, section 609.06, subdivision 1(1). All peace officers, including those who are school resource officers or otherwise agents of a school district, may use force as reasonably necessary to carry out official duties, including, but not limited to, making arrests and enforcing orders of the court.

3. An employee or agent of a district, including a school resource officer, security personnel, or police officer contracted with a district, shall not inflict any form of physical holding that restricts or impairs a pupil's ability to breathe; restricts or impairs a pupil's ability to communicate distress; places pressure or weight on a pupil's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen; or results in straddling a pupil's torso.

4. Conduct that violates this Article is not a crime under Minnesota Statutes, section 645.241, but may be a crime under Minnesota Statutes, chapter 609 if the conduct violates a provision of Minnesota Statutes, chapter 609. Conduct that violates IV.1

above is not per se corporal punishment under the statute. Nothing in this Minnesota Statutes, section 121A.58 or 125A.0941 precludes the use of reasonable force under Minnesota Statutes, section 121A.582.

V. EXCEPTIONS

A teacher ~~or~~ school principal, and other school staff may use reasonable force under the conditions set forth in Policy 506 (Student Discipline).

VI. VIOLATION

Employees who violate the provisions of this policy shall be subject to disciplinary action as appropriate. Any such disciplinary action shall be made pursuant to and in accordance with applicable statutory authority, collective bargaining agreements and school district policies. Violation of this policy may also result in civil or criminal liability for the employee.

Legal References:
Minn. Stat. § 121A.58 (Corporal Punishment)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. § 123B.25 (Legal Actions Against Districts and Teachers)
Minn. Stat. § 609.06 Subd. 1 (6)(7) (Authorized Use of Force)
Op. Atty. Gen. 169f (August 22, 2023) (School Pupils: Discipline)
Op. Atty. Gen. 169f Supp. (September 20, 2023) (School Pupils: Discipline)

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)

First Reading: 11.21.23
Second Reading:

*Adopted:*_____

*Revised:*_____

MSBA/MASA Model Policy 507
Orig. 1995
Rev. 2023

507 CORPORAL PUNISHMENT AND PRONE RESTRAINT

[Note: The provisions of this policy substantially reflect statutory requirements.]

I. PURPOSE

The purpose of this policy is to describe limitations on use of corporal punishment and prone restraint upon a student~~s~~.

II. GENERAL STATEMENT OF POLICY

No employee or agent of the school district shall inflict corporal punishment or use prone restraint upon a student. ~~or charter school shall cause corporal punishment to be inflictedupon a student to reform unacceptable conduct or as a penalty for unacceptable conduct. As used in this policy, the term "corporal punishment" means conduct involving hitting or spanking a person with or without an object, or unreasonable physical force that causes bodily harm or substantial emotional harm.~~ or 125A.0941 precludes the use of reasonable force under Minnesota Statutes, section 121A.582.

V. EXCEPTIONS

A teacher or school principal may use reasonable force under the conditions set forth in Policy 506 (Student Discipline).

VI. VIOLATION

Employees who violate the provisions of this policy shall be subject to disciplinary action as appropriate. Any such disciplinary action shall be made pursuant to and in accordance with applicable statutory authority, collective bargaining agreements and school district policies. Violation of this policy may also result in civil or criminal liability for the employee.

Legal References:
Minn. Stat. § 121A.58 (Corporal Punishment)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. § 123B.25 (Legal Actions Against Districts and Teachers)
Minn. Stat. § 609.06 Subd. 1 (6)(7) (Authorized Use of Force)

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)

602 ORGANIZATION OF SCHOOL CALENDAR AND SCHOOL DAY

I. PURPOSE

The purpose of this policy is to provide for a timely determination of the school calendar and school day.

II. GENERAL STATEMENT OF POLICY

The school calendar and schedule of the school day are important to parents, students, employees, and the general public for advance, effective planning of the school year.

III. CALENDAR RESPONSIBILITY

A. The school calendar shall be adopted annually by the school board. It shall meet all provisions of Minnesota statutes pertaining to minimum number of school days and other provisions of law. The school calendar shall establish student days, workshop days for staff, provide for emergency closings and other information related to students, staff, and parents.

[Note: The annual school calendar must include at least 425 hours of instruction for a kindergarten student without a disability, 935 hours of instruction for a student in grades 1 through 6, and 1,020 hours of instruction for a student in grades 7 through 12, not including summer school. The school calendar for all-day kindergarten must include at least 850 hours of instruction for the school year. If a voluntary prekindergarten program is offered by the school district, a prekindergarten student must receive at least 350 hours of instruction for the school year. A school board's annual calendar must include at least 165 days of instruction for a student in grades 1 through 11 unless a four-day week schedule has been approved by the Minnesota Commissioner of Education under Minnesota Statutes, section 124D.126. A school board's annual school calendar may include plans for up to five days of instruction provided through online instruction due to inclement weather. The inclement weather plans must be developed according to Section V., below.]

[Note: To the extent the school board offers K-12 teachers the opportunity for more staff development training under Minnesota Statutes section 122A.40, subdivisions 7 and 7a, or Minnesota Statutes section 122A.41, subdivisions. 4 and 4a, the school district shall adopt as its school calendar a total of 240 days of student instruction and staff development, of which the total number of staff development days equals the difference between the total number of days of student instruction and 240 days. The school board may schedule additional staff development days throughout the calendar year.]

B. Except for learning programs during summer and flexible learning year programs, the school district will not commence an elementary or secondary school year before Labor Day, except as provided in Section III.B.1., III.B.2., or III.B.3. Days devoted to teacher's workshops may be held before Labor Day.

1. The school district may begin the school year on any day before Labor Day to accommodate a construction or remodeling project of $400,000 or more affecting a school district school facility.

2. The school district may begin the school year on any day before Labor Day if the school district has agreement under Minnesota Statutes, § section 123A.30, § 123A.32, or § 123A.35 with a school district that qualifies under Section III.B.1.

3. The school district may begin the school year on any day before Labor Day if the school district agrees to the same schedule with a school district in an adjoining state.

C. Employee and advisory groups shall be provided an opportunity to participate in school calendar considerations ~~including the labor management process~~ through a meet and confer/labor management process.

[Note: The provisions of the prior law requiring the school board to adopt the calendar for the next school year by April 1 have been repealed. The school board should still attempt to establish the calendar as early as possible so proper planning can take place by all members of the school community.]

IV. SCHOOL DAY RESPONSIBILITY

A. The superintendent shall be responsible for developing a schedule for the student day, subject to review by the school board. All requirements and provisions of Minnesota Statutes and Minnesota Department of Education Rules shall be met.

B. In developing the student day schedule, the superintendent shall consider such factors as school bus schedules, cooperative programs, differences in time requirements at various grade levels, effective utilization of facilities, cost effectiveness, and other concerns deserving of attention.

C. Proposed changes in the school day shall be subject to review and approval by the school board.

V. E-LEARNING DAYS

A. An "e-learning day" is a school day where a school offers full access to online instruction provided by students' individual teachers due to inclement weather.

B. A school district may designate up to five e-learning days in one school year.

C. An e-learning day is counted as a day of instruction and included in the hours of instruction pursuant to Section III.A., above.

D. A school board may adopt an e-learning day plan after consulting with the exclusive representative of the teachers. The e-learning day plan developed by the school district will include accommodations for students without Internet access at home and for digital device access for families without the technology or with an insufficient amount of technology for the number of children in the household. The plan must also provide accessible options for students with disabilities.

E. The school district must notify parents and students of its e-learning day plan at the beginning of each school year.

F. When an e-learning day is declared by the school district, notice must be provided to parents and students at least two hours prior to the normal school start time that students will need to follow the e-learning day plan for that day.

G. On an e-learning day, each student's teacher must be accessible both online and by telephone during normal school hours to assist students and parents.

H. When the school district declares an e-learning day, it must continue to pay the full wages for scheduled work hours and benefits of all school employees for the duration of the e-learning period. During the e-learning period, school employees must be allowed to work from home to the extent practicable, be assigned to work in an alternative location, or be retained on an on-call basis for any potential need.

Legal References:
Minn. Stat. § 10.55 (Juneteenth)
Minn. Stat. § 120A.40 (School Calendar)
Minn. Stat. § 120A.41 (Length of School Year; ~~Days~~ Hours of Instruction)
Minn. Stat. § 120A.414 (E-Learning Days)
Minn. Stat. § 120A.415 (Extended School Calendar)
Minn. Stat. § 120A.42 (Conduct of School on Certain Holidays)
Minn. Stat. § 122A.40, Subds. 7 and 7a (Employment; Contracts; Termination)
Minn. Stat. § 122A.41, Subds. 4 and 4a (Teacher Tenure Act; Cities of the First Class; Definitions)
Minn. Stat. § 123A.30 (Agreements for Secondary Education)
Minn. Stat. § 123A.32 (Interdistrict Cooperation)
Minn. Stat. § 123A.35 (Cooperation and Combination)
~~Minn. Stat. § 124D.11, Subd. 9 (Revenue for Results-Oriented Charter School)~~
Minn. Stat. § 124D.126 (Powers and Duties of Commissioner; Flexible Learning Year Programs)
Minn. Stat. § 124D.151 (Voluntary Prekindergarten Program)
Minn. Stat. § 124E.25 (Payment of Aids to Charter Schools)
Minn. Stat. § 127A.41, Subd. 7 (Distribution of School Aids; Appropriation)
Minn. Stat. § 645.44 (Words and Phrases Defined)

Cross References: MSBA/MASA Model Policy 425 (Staff Development)

Replacing: Policy 6050
First Reading: 02-23-2016
Adopted: 03-22-2016 ISD 709

Formal Request for Reconsideration Instructional Resource or Specific Library Material

The school board of Duluth Public Schools, Duluth, MN has delegated the responsibility for selection and evaluation of library/educational resources to the school library media specialist and/or curriculum committee, and has established reconsideration procedures to address concerns about those resources. Completion of this formal request follows the established unresolved formal requests. If you wish to request reconsideration of school or library resources, please return the completed form to the coordinator of library media resources or principal.

Date:			
Name (First, Last):			
Address:			
City:		State/Zip:	
Phone:		Email:	

Do you represent yourself? _____ Or an organization? _____ Name of Organization _____

1. Resource on which you are commenting:

_____ Book	_____ Database	_____ Textbook	_____ Game
_____ Movie	_____ Audio Recording	_____ App	_____ Streaming Media
_____ Magazine	_____ Digital Resource	_____ Newspaper	_____ Other

Title: _____

Author/Producer: _____

Is this resource part of the curriculum, library collection, or other? _____

_____

2. What brought this to your attention? _____

_____

3. Have you examined the entire resource? _____

4. What concerns/content in this resource does not align with Duluth Public Schools policy? _____

_____

_____

_____

_____

5. Are there resource(s) you suggest to provide additional information and/or other viewpoints on this topic?

_____

_____

_____

6. What action are you requesting the committee consider?

_____

_____

_____ _____

Signature Date

Please return this form to the building library media specialist or principal.

Completion of this form is at the request of the Board of Education of Independent School District #709.

For District Use Only

Date Form Received:	
Date of Appeal Meeting:	
Result from Appeal:	

HR / Business Services Committee
Duluth Public Schools, ISD 709
Agenda
Tuesday, December 12, 2023
District Services Center
709 Portia Johnson Dr.
Duluth, MN 55811
4:30 PM

1. **Guest Presentations for this Meeting**
2. **Department Reports**
   A. **Human Resources**
      1) HR Monthly Department Summary Report 2
   B. **Business Services**
      1) Enrollment Report 4
      2) Child Nutrition Department Report 6
      3) Facilities Department Report 8
      4) Technology Department Report 9
      5) Transportation Department Report 11
3. **Recommended Resolutions**
   A. B-12-23-3998 - Certified Tax Levy 2023 Payable 2024 **-** ***example attached (final pending)*** 12
   B. B-12-23-3999 - Resolution Authorizing the Issuance of Taxable General Obligation Refunding Bonds Series 2024A 13
   C. B-12-23-4000 - Resolution Establishing 2024 Combined Polling Places in the Duluth Public School District 16
   D. B-12-23-4001 - Acceptance of Donations to Duluth Public Schools 18
4. **Consent Agenda**
   A. HR Staffing Report 19
      1) Job Description for IT Security Analyst 20

   B. Finances
      1) Fiscal Year 23 Audit (in substantial form) - Attachment Pending
      2) Financial Report 25
      3) Fundraisers 26
   C. Bids, RFPs, and Quotes
      1) QUOTE #4389 - Reconstruction of Homecroft Parking Lot 27
   D. Contracts, Change Orders and Leases - None
5. **Miscellaneous Informational Items (no action required)**
   A. Expenditure Contracts 29
   B. No Cost Contracts 178
   C. Revenue Contracts 186
   D. Grant Applications 190

Human Resources Report Summary
December 2023

Staffing Updates:
Number of staffing changes received by HR during the month of November. This is a summary of the consent agenda.

	Certified	Non-Certified
# New Hires	1	23
# Retirements	4	0
# Resignations	0	8
# Leave of Absences	9	3

HR Department Updates:

In November, the HR team was able to start transferring employee personnel files to digital copies and remove them from the Garfield building. Our personnel files should be fully digitized and searchable by the end of January.

The District is partnering with the Duluth CareerForce Center on a grant through the Department of Employment And Economic Development (DEED), titled Drive for 5. Drive for 5 is specifically focused on helping people get training and support for placement in the near-term to meet the moment of our current high job vacancy rate in Minnesota. The grant focuses on those who need enhanced educational and supportive services to be successful in securing long-term family sustaining wages. If successful, this grant will allow us, in partnership with the CareerForce Center, to provide financial assistance to current staff seeking to obtain special education or other teaching degrees and enhance special education teacher licensing.

The District is also in the process of reviewing the Grow Your Own grant through the Minnesota Department of Education. In this grant, the District would partner with the College of St. Scholastica to recruit and prepare local community members (e.g., parents, paraeducators, non-certified school staff, high school students) to enter the teaching profession and teach in their communities. This grant specifically focuses on supporting activities that will increase and diversify the teacher workforce.

Benefits Updates: The Benefits Department wrapped up Open Enrollment on November 15th, for our vision, dental, and FLEX plans. There was an increase in employees utilizing the FLEX benefit from last year to this year. The Department also hosted its first Retirement Information Session for employees looking to retire this year, with 23 employees in attendance. More will be scheduled in the future. The Department has done site visits at each school to meet with any employee who has questions regarding their benefits, leaves, retirement, or anything else benefits related. They have been well received and well attended.

Hiring Updates:
Current Openings:

Certified:
Teachers, District Wide (1)
Teachers, High School (2)
Teachers, Special Education (5)

Non-Certified:
Child Nutrition (6)
Clerical (1)
Playground/Cafeteria Monitor (7)

Paraprofessionals (11)
Duluth Preschool Paraprofessional (1)
Licensed SIgn Language Interpreter (2)
Sign Language Facilitator (1)
SpEd Paraprofessional-Keyzone (1)
Sp. Ed. Building Wide Paraprofessional (1)
Sp. Ed. Program Paraprofessional (4)
Sp. Ed Student Specific Paraprofessional (1)
Sp. Ed RN or LPN Paraprofessional (1)

Transportation (10)
Bus Helper (7)
Bus Driver (3)

Maintenance (7)
Custodian I (1)
Floating Custodian (4)
Master Electrician (1)
Second Shift Engineer II(1)
Second Shift Engineer II (2)

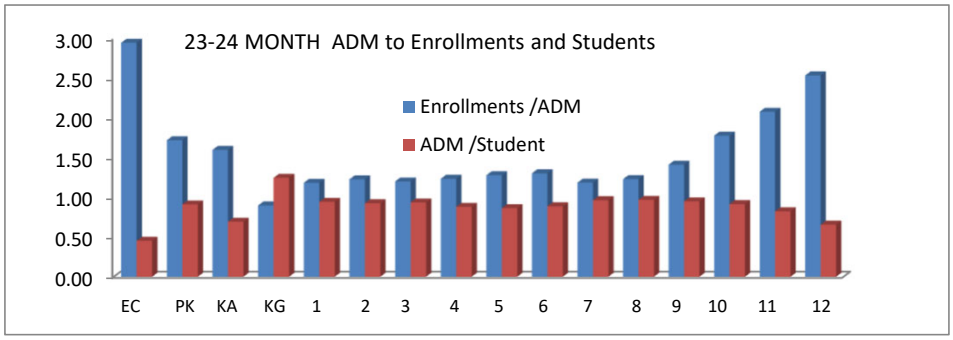
Contract Negotiations:

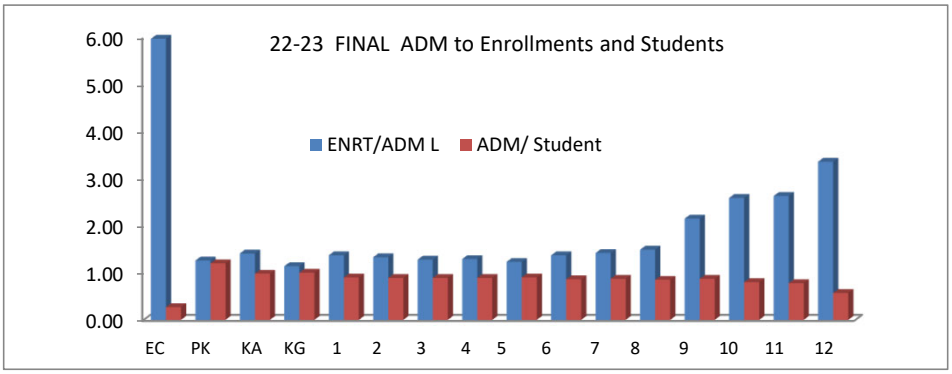
The Integration Specialists (ISpec) contract will be sent for Board approval later this month. We are still active in negotiations with the Education Directors Association, and had our first full negotiation meeting with the Duluth Federation of Teachers on November 30. Future negotiation dates for the Teachers are December 11th and 19th. The Non-Certified Business Administrators Association has requested to reconvene for negotiations. Our next meeting will be December 12.

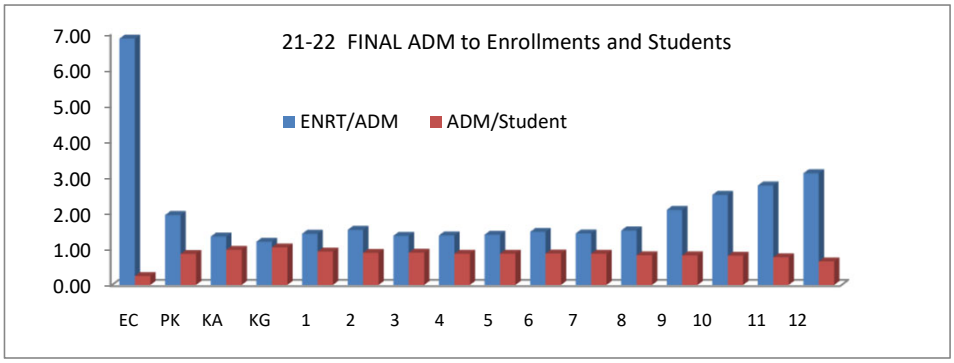
The Clerical Unit has decided to wait for Teachers to settle before negotiating. The District-Wide Instructional Administrators Association has not yet requested to negotiate.

Duluth Public Schools: Enrollments, Students and Projected Average Daily Membership (ADM)
DECEMBER 2023

Grade	Total Number of Enrollments	Unique Student Count	Current Enrollments	Projected ADM	Budgeted ADM	Enrollments /ADM	ADM /Student
EC	409	307	328	138.89	102.00	2.94	0.45
PK	61	39	52	35.51	42.65	1.72	0.91
KA	190	172	162	119.00	90.00	1.60	0.69
KG	454	406	435	505.77	522.00	0.90	1.25
1	712	639	619	601.99	605.00	1.18	0.94
2	701	618	588	571.84	602.00	1.23	0.93
3	722	644	619	601.99	586.00	1.20	0.93
4	681	628	601	552.40	585.00	1.23	0.88
5	703	638	598.66	550.25	604.00	1.28	0.86
6	758	657	633.3	582.09	509.00	1.30	0.89
7	657	576	549.3	554.70	559.00	1.18	0.96
8	755	635	608.63	614.62	585.00	1.23	0.97
9	949	710	676.21	672.94	648.00	1.41	0.95
10	1276	786	722.1	718.61	650.00	1.78	0.91
11	1339	783	647.93	644.80	680.00	2.08	0.82
12	1658	999	657.6	654.42	625.00	2.53	0.66
PS	298	240	0	0.00	0.00	0.00	0.00
Total:	12025	9237	8497.73	8119.83	7994.65	1.48	0.88
			+proj-budg>	125.18			



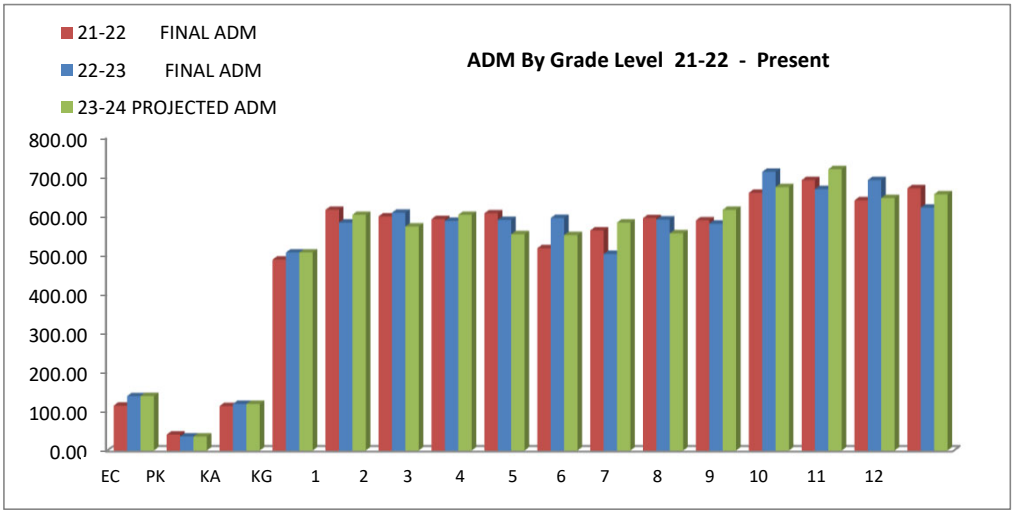




Duluth Public Schools Projected Average Daily Membership (ADM) Report
DECEMBER 2023

Grade	Total Number of Enrollments	Unique Student Count	Current Enrollments	Projected ADM	Budgeted ADM	Enrollments /ADM	ADM /Student
EC	409	307	328	138.89	102.00	2.94	0.45
PK	61	39	52	35.51	42.65	1.72	0.91
KA	190	172	162	119.00	90.00	1.60	0.69
KG	454	406	435	505.77	522.00	0.90	1.25
1	712	639	619	601.99	605.00	1.18	0.94
2	701	618	588	571.84	602.00	1.23	0.93
3	722	644	619	601.99	586.00	1.20	0.93
4	681	628	601	552.40	585.00	1.23	0.88
5	703	638	598.66	550.25	604.00	1.28	0.86
6	758	657	633.3	582.09	509.00	1.30	0.89
7	657	576	549.3	554.70	559.00	1.18	0.96
8	755	635	608.63	614.62	585.00	1.23	0.97
9	949	710	676.21	672.94	648.00	1.41	0.95
10	1276	786	722.1	718.61	650.00	1.78	0.91
11	1339	783	647.93	644.80	680.00	2.08	0.82
12	1658	999	657.6	654.42	625.00	2.53	0.66
PS	298	240	0	0.00	0.00	0.00	0.00
Total:	12025	9237	8497.73	8119.83	7994.65	1.48	0.88
			+proj-budg>	125.18			

GRADE	20-21 OCT 1 Count	20-21 FINAL ADM	21-22 Oct 1 Count	21-22 FINAL ADM	Oct 1 Cnt To Prev Yr	22-23 Oct 1 Count	22-23 FINAL ADM
EC	186	95.45	156	114.57	-41.43	394	139
PK	68	41.58	70	40.57	-29.43	81	36
KA	77	83.52	101	113.54	12.54	132	119
KG	520	516.69	502	487.64	-14.36	487	506
1	596	588.40	616	614.82	-1.18	587	582
2	582	574.16	593	597.78	4.78	611	607
3	617	597.62	603	590.84	-12.16	588	587
4	523	507.84	621	605.84	-15.16	603	589
5	558	540.73	527	516.78	-10.22	608	594
6	576	542.05	577	561.90	-15.10	505	502
7	586	581.07	604	593.59	-10.41	600	590
8	576	555.74	601	587.95	-13.05	596	579
9	723	695.44	687	658.15	-28.85	720	712
10	680	650.09	717	690.45	-26.55	656	668
11	734	672.61	680	638.94	-41.06	688	691
12	756	621.11	832	669.75	-162.25	548	620
Total:	8358	7864.10	8487	8083.11	-403.89	8404	8120



Child Nutrition Report

November Meal Counts

	Breakfast	Lunch	Breakfast	Lunch	Breakfast	Lunch	Breakfast	Lunch	Breakfast	Lunch	Monthly	Monthly	Average Daily	Average Daily
Week of:	11/1/2023	11/1/2023	11/6/2023	11/6/2023	11/13/2023	11/13/2023	11/20/2023	11/20/2023	11/27/2023	27-Nov	B	L	Breakfast	Lunch
Congdon	250	1045	472	1660	486	1732	294	1033	359	1417	1861	6887	93	344
Denfeld	704	1645	1247	2749	1182	2690	675	1542	924	2177	4732	10803	237	540
Harbor City											0	1726	0	86
East High	830	1610	1314	2629	1373	2610	800	1373	1099	2208	5416	10430	271	522
Homecroft	442	1083	766	1730	773	1789	448	1045	607	1423	3036	7070	152	354
Lakewood	275	580	490	962	456	849	283	534	393	778	1897	3703	95	185
Lester Park	407	1124	721	1779	756	1873	426	1124	573	1482	2883	7382	144	369
Lincoln park	503	1323	972	2230	910	2249	572	1266	807	1827	3764	8895	188	445
Lowell	867	1498	1469	2422	1512	2390	847	1411	1114	1935	5809	9656	290	483
Laura Macart	579	737	1025	1243	987	1213	605	730	810	998	4006	4921	200	246
Myers-Wilkins	475	805	823	1389	844	1383	512	789	688	1056	3342	5422	167	271
Ordean/East	372	2014	696	3445	713	3405	381	1941	553	2769	2715	13574	136	679
Piedmont	855	1127	1472	1883	1449	1883	841	1150	1131	1540	5748	7583	287	379
Rockridge	109	124	166	197	161	200	95	118	121	148	652	787	33	39
Stowe	438	535	873	946	917	954	523	566	713	749	3464	3750	173	188
ALC	30	61	58	90	88	106	53	63	84	98	313	418	18	25
	3 days	ALC 2 days	5 days	ALC 4 days	5 days	4 days ALC	3 days	ALC 3 days	4 days	LC 4 days				
	7136	15311	12564	25354	12607	25326	7355	14685	9976	20605	49638	103007	2485	5154
Denfeld Supp	Mon-thurs	207		0		360		155		506		1228	TOTAL	102

Milk Carton Shortage

We were informed by Kemps that there is a nation-wide shortage of the 8-ounce milk cartons that we use for our meal programs. They are working on a solution, as the dairy industry is struggling with this situation. The State of Minnesota has provided a waiver that we can use juice if milk is not available. So far we have only been affected by not being able to get skim milk. 1% and skim chocolate are not a problem yet.

Yearly Meal summary compared with last year. We continue to see meals served increase with the Universal free meals program.

Monthly counts	Breakfast											Daily
2023 2024	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	TOTALS	Average
Congdon	1095	1539	1861								4495	73
Denfeld	3715	4850	4732								13297	214
East High	3724	4911	5416								14051	227
Homecroft	2658	3086	3036								8780	142
Lakewood	1581	1770	1897								5248	85
Lester Park	2667	2832	2883								8382	135
Lincoln park Middl	2925	3735	3764								10424	168
Lowell	6181	6242	5809								18232	294
Laura Macarthur	3808	4046	4006								11860	191
Myers-Wilkins	3100	3431	3342								9873	159
Ordean/East Midd	2314	2688	2715								7717	124
Piedmont	5583	5962	5748								17293	279
Rockridge	636	686	652								1974	32
Stowe	3292	3196	3464								9952	161
ALC	222	226	313								761	
	43501	49200	49638	0	0	0	0	0	0	0	142339	2284
	Lunch											Daily
	Sept	October	Nove	Dec	Jan	Feb	Mar	April	May	June		Average
Congdon	5932	6587	6887								19406	313
Denfeld	10377	11204	10803								32384	522
East High	9184	10201	10430								29815	481
Homecroft	6246	6809	7070								20125	325
Lakewood	3266	3727	3703								10696	173
Lester Park	7042	7617	7382								22041	356
Lincoln park Middl	8588	8893	8895								26376	425
Lowell	9141	9814	9656								28611	461
Laura Macarthur	4413	4914	4921								14248	230
Myers-Wilkins	4865	5366	5422								15653	252
Ordean/East Midd	12218	13531	13574								39323	634
Piedmont	6995	7662	7583								22240	359
Rockridge	706	832	787								2325	38
Stowe	3190	3580	3750								10520	170
ALC	441	366	418								1225	
											0	
Supper	0	476	1228							0	1704	
Harbor City	1711	1796	1726							0	5233	
	94315	103375	104235	0	0	0	0	0	0	0	301925	4738
Head Start												
	Breakfast											
Homecroft	159	267	238							0		
Lester Park	155	243	225							0		
Lowell	257	458	387							0		
Laura Macarthur	205	372	320							0		
Myers-Wilkins	562	699	434							0		
Piedmont	229	432	335							0		
Stowe	137	221	188							0		
	1704	2692	2127	0	0	0	0	0	0	0		
Head Start												
	Lunch											
Homecroft	159	267	238							0		
Lester Park	289	459	414							0		
Lowell	358	595	491							0		
Laura Macarthur	208	376	321							0		
Myers-Wilkins	562	699	434							0		
Piedmont	292	517	415							0		
Stowe	137	221	188							0		
	2005	3134	2501	0	0	0	0	0	0	0		
AFTERSCHOOL SNACK												
Congdon	857	1845	1905							in may		
Lincoln park Middl	526	1082	1257									
Lowell	2352	2614	2456									
Laura Macarthur	406	573	620									
Myers-Wilkins	183	959	907									
Piedmont	765	1111	890									
Stowe	262	582	619									
	5351	8766	8654	0	0	0	0	0	0	0		
Total meals/snacks	146,876	167,167	167,155	-	-	-	-	-	-	-	481,198	
Days of service	22	20	20									62
Average meals per	6,676	8,358	8,358	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		
2022 2023 school year												
Total meals/snacks	127,663	141,909	138,584	94,905	136,642	105,321	154,615	103,507	176,292	37,804	1,217,242	
Days of service	19	19	20	13	19	14	21	14	22	6		167
Average meals per day	6,719	7,469	6,929	7,300	7,192	7,523	7,363	7,393	8,013	6,301		

Facilities Management & Capital Project Status Report
December 1st, 2023

Facilities Management – Maintenance and Operations - General

- In the past month, the Facilities maintenance crews have completed 196 work orders and are currently working on 341 open work orders.
- Facilities has signed the contract to move forward with the new Computer Maintenance Management System (CMMS). We are looking at Facilities Pro to replace the obsolete School Dude work order scheduling system. System construction will begin late December.
- Operational Licensing walk throughs with the Fire Marshal are complete.
- High School Auditoriums were inspected on November 27th by Southern Minnesota Inspections. Report will be coming later in the month.

Capital Construction

- Work Order has been issued to Smith Clock and Bell for Denfeld clock repairs.
- French Drain repairs at Lowell were delayed 10 plus days due to weather and the overly wet conditions caused by the drains failure. Currently Northland constructors are around 75% complete with the repairs.
- RFP for the repair and resurfacing of the Pool at Lincoln Park was posted in the Duluth News Tribune on November 29th and again on December 6th.

Discussion with Legal Representation

- ➢ PSS Track Lane 1 Ponding Remediation is still ongoing.

- **Construction Tasks "On The Hill"**
  - ➢ DSC, Facilities and Transportation Buildings punch list items are still being addressed with ICS and associated contractors.
  - ➢ Continuing with final site work items. Winter preparation for plowing and snow removal proceeding.

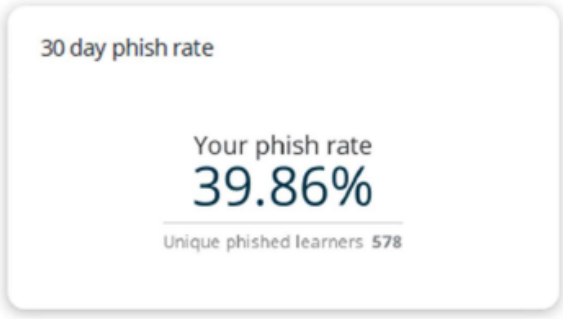
Building Operations

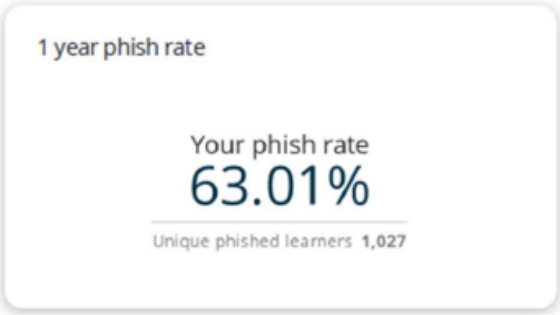
- Operations still have their hands full filling licensed positions. Most of the Custodian positions have been filled. Operations continue looking to fill Engineer II positions at Lowell and Myers-Wilkins, a Second shift Engineer II position at Denfeld and Lincoln Park Middle School, Second Shift Engineer I at Lakewood, Lester Park, Rockridge and the new DSC building, and Custodian I positions at East High School, Ordean East Middle, and Congdon.
- The Building Operations staff has done an outstanding job pulling off default tasks over the summer. The buildings are looking great for the start of the year. Thanks, Building Operations staff.

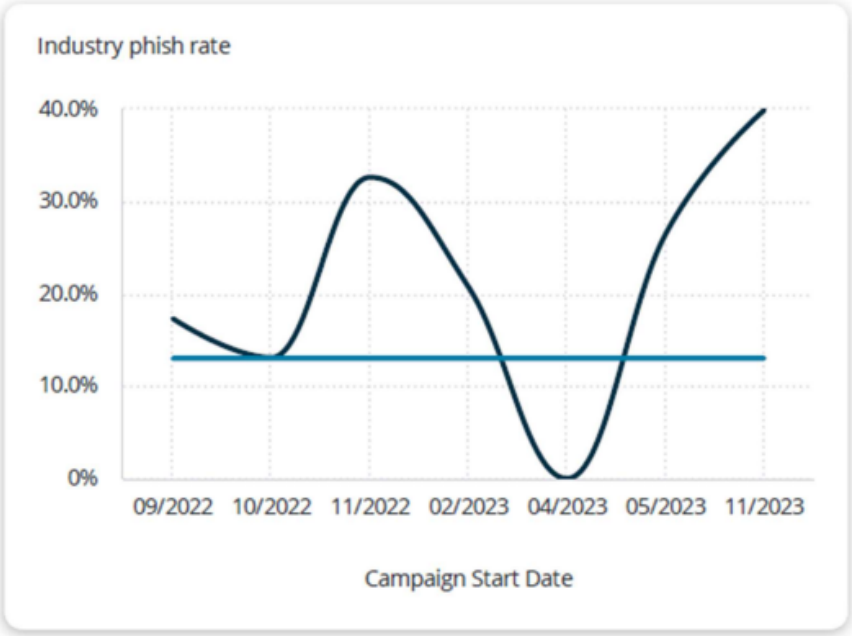
Technology Department - November 2023 Report

- **Cybersecurity**
  - Infosec IQ PhishSim/Training

PhishSim dashboard 8/1/22 to 11/27/23







    -
  - Google Security
    - Gmail
      - 1.4M Emails Messages Accepted/Delivered.
        - 179K Rejected.
        - 1.3M Spam folders.
        - 6.7K were identified as Phishing.
        - 27 were identified having suspicious attachments.
        - 9.1K were identified as Spoofing.
        - 0 emails were identified as Malware

Technology Department - November 2023 Report

- Account Information
  - 11,105 Active Accounts.
  - 26.64TB of storage.
  - 214K Files shared externally.
  - 595 Suspicious login attempts. Last month was 383
  - 5.1K Failed user login attempts. Last month was 2.8K
  - 40 Data Loss Prevention (DLP) policy High Severity Incidents that were blocked.

- **E-Rate RFP/Bid**
  - None

- **Technology Help Desk Tickets**
  - 432 New Technology Support Tickets Created.
  - 464 Tickets were resolved.
  - 240 Tickets remain unresolved.

- **Remaining Summer Project Status**
  - DSC BoardRoom AV. We will be working with CDW-G and Pro-Tech Management to address the remaining issues and System Commission the AV systems on Wednesday (12/6) and Thursday (12/7) - Hopefully we will have a fully operational AV system tonight

- **New - Google Carbon Footprint for our Google Workspace for Education Domain (@isd709.org)**
  - How Google creates Carbon Footprint reports for Google Cloud and Google Workspace customers
  - 409.96 kg is our October 2023 Carbon Footprint.
  - 2.15611 t is our May 2023 - October 2023 Carbon Footprint.

Transportation Report
December 2023 Activities

The ISD #709 Transportation department manages both a district owned fleet of vehicles and district employees, including bus drivers, monitors, and mechanics, along with the coordination of contracted transportation services through Voyageur Bus Company.

Our department continues to navigate daily changes in routing for general ed and Sped busing. We are working in the new system fully and are moving toward the fully automatic capability in it.

Staffing (comments and concerns)

- Staffing has continued to be a challenge as we are still a short two helpers, we are still short on drivers and have one retiring soon as well.
- Assistant manager Joe Killian continues to work with staff, their concerns and occasionally driving a morning route.
- The staff have been working hard to fill in when others are out but there's just not enough people yet to cover everything.

Bus Maintenance

- Buses are still having issues due to age and rust, but we are getting them back into usable condition.
- We are waiting on 2 used buses to arrive at the dealer that we have selected to help fill the gap in working buses.

Our oldest bus is a model year 2010 and the next oldest are three 2011's. Current average mileage 90,132 and this is with our two new buses bringing it down a bit (goal is 50,000 – 60,000).

R E S O L U T I O N

Certified Tax Levy 2023 Payable 2024

BE IT RESOLVED, By the School Board of Independent School District No. 709, St. Louis County, Minnesota, to hereby set the Tax Levy for 2023 Payable 2024 at $XX,XXX,XXX.XX.

RESOLUTION AUTHORIZING THE ISSUANCE OF TAXABLE GENERAL OBLIGATION CAPITAL APPRECIATION REFUNDING BONDS, SERIES 2024A

BE IT RESOLVED, by the School Board (the "School Board") of Independent School District No. 709 (Duluth), St. Louis County, Minnesota (the "District"), as follows:

Section 1. Authority and Background.

1.01 Pursuant to the authority contained in Minnesota Statutes, Section 465.71 (the "Installment Purchase Act"), the District is authorized to purchase real or personal property under an installment contract or may lease real or personal property with an option to purchase under a lease purchase agreement upon application to, and approval by, the Minnesota Commissioner of Education.

1.02 The School Board has approved a Long-Range Facilities Plan (the "Plan"), and the Commissioner of Education has approved the District's borrowing under the Installment Purchase Act to finance the purchase of real and personal property for the projects set forth in the Plan as described in the Lease Purchase Contract, as hereinafter defined (the "Project").

1.03 By Resolution No. B-9-09-2680, adopted September 17, 2009, the School Board determined that it was necessary, expedient and in the best educational interests of the District's pupils and residents that the District enter into a lease purchase agreement pursuant to the Installment Purchase Act to finance the costs of the Project and issuing certificates of participation in the rental payments under the lease purchase agreement in the principal amount of $35,400,000 pursuant to a declaration of trust.

1.04 The District determined to acquire, construct and equip the Project approved by the Commissioner of Education pursuant to the Act, through a Lease Purchase Agreement, dated as of October 1, 2009 (the "Lease Purchase Agreement") between Associated Trust Company, National Association, as lessor (the "Lessor") and the District. In order to provide funds for the Project, the District authorized the issuance of $35,400,000 Certificates of Participation, Series 2009B, dated October 1, 2009 (the "2009B Certificates") pursuant to a Declaration of Trust by and between Associated Trust Company, National Association, as trustee (the "Trustee") and the District (the "Declaration").

1.05 Pursuant to an approval from the Commissioner of Education, the District has entered into an Amendment to Lease Purchase Agreement dated as of October 1, 2010, with the Lessor which amended the Lease Purchase Agreement and a Supplement to Declaration of Trust dated as of October 1, 2010 with the Trustee, which supplemented the Declaration, in connection with the $1,605,000 Certificates of Participation, Series 2010D dated October 1, 2010 (the "2010D Certificates"), the proceeds of which financed the Project, as amended.

1.06 Pursuant to an approval from the Commissioner of Education, the District has entered into an Amendment to Lease Purchase Agreement dated as of June 1, 2012, with the Lessor which amended the Lease Purchase Agreement, as amended, and a Supplement to Declaration of Trust, dated as of June 1, 2012, which supplemented the Declaration, as supplemented, in connection with the $6,340,000 Certificates of Participation, Series 2012B, dated June 27, 2012 (the "2012B Certificates"), the proceeds of which financed the Project, as amended.

1.07 Under and pursuant to the Installment Purchase Act and Minnesota Statutes, Section 475.67, Subdivision 1 through 4, the District refinanced the 2009B Certificates through the issuance of $24,130,000 Refunding Certificates of Participation, Series 2019A dated May 29, 2019 (the "2019A Certificates").

1.08 Under and pursuant to the Installment Purchase Act and Minnesota Statutes, Section 475, Subdivision 1 through 4, the District refinanced the 2010D Certificates through the issuance of $5,070,000 Refunding Certificates of Participation, Section 2021B (the "2021B Certificates").

1.09 Under and pursuant to Minnesota Statutes, Chapter 475 ("Act") and the approval by the voters of the District on November 7, 2023 of the following question:

> "Shall Independent School District No. 709 (Duluth) be authorized to issue its general obligation bonds in an amount not to exceed $21,800,000 to provide funds to refinance, for general fund operational savings, the District's Refunding Certificates of Participation, Series 2019A, dated May 29, 2019, and Refunding Certificates of Participation, Series 2021B, dated March 9, 2021 both of which financed improvements to and equipment for the District's facilities throughout the District?"

the District hereby determines that it is necessary in order for the adjustment of the maturities in relation to the resources available for the payment, to refinance the outstanding 2019A Certificates and the 2021B Certificates through the issuance of the Taxable General Obligation Capital Appreciation Refunding Bonds, Series 2024A in a principal amount not to exceed $21,800,000 (the "2024A Bonds").

Section 2. Sale of 2024A Bonds.

2.01 The School Board desires to proceed with the sale of the 2024A Bonds by direct negotiation with Robert W. Baird & Co. in Milwaukee, Wisconsin ("Baird"), as underwriter.

2.02 Any officer of the School Board and the Superintendent or Executive Director of Business Services and Finance Manager (the "Pricing Committee"), are hereby authorized to approve the sale of the 2024A Bonds and to execute a bond purchase agreement for the purchase of the 2024A Bonds with Baird.

2.03 Upon approval of the sale of the 2024A Bonds by the Pricing Committee, the School Board will take action at a regular or special meeting to adopt the necessary approving resolution prepared by the District's bond counsel.

2.04 Baird is authorized to prepare and distribute an official statement related to the sale of the 2024A Bonds.

2.05 (a) The Board Chair, Superintendent or Chief Financial Officer/Executive Director of Business Services and Finance Manager are hereby authorized and directed to submit a Minnesota School District Credit Enhancement Program Application for Default Preclusion to the Minnesota Department of Education, as provided by Minnesota Statutes, Section 126C.55.

(b) The District hereby covenants and obligates itself to notify the Minnesota Commissioner of Education of a potential default in the payment of principal and interest on the 2024A Bonds and to use the provisions of Minnesota Statutes, Section 126C.55 to guarantee payment of the principal and interest on the 2024A Bonds when due. The District further covenants to deposit with the bond registrar or any successor paying agent three (3) days prior to the date on which a payment is due an amount sufficient to make that payment or to notify the Minnesota Commissioner of Education that it will be unable to make all or a portion of that payment. The bond registrar for the 2024A Bonds, is authorized and directed to notify the Minnesota Commissioner of Education if it becomes aware of a potential default in the payment of principal or interest on the 2024A Bonds, or if, on the day two (2) business days prior to the date a payment is due on the 2024A Bonds, there are insufficient funds to make that payment on deposit with the bond

registrar. The District understands that as a result of its covenant to be bound by the provisions of Minnesota Statutes, Section 126C.55, the provisions of that section shall be binding as long as any 2024A Bonds remain outstanding.

(c) The District further covenants to comply with all procedures now or hereafter established by the Department of Finance and the Department of Education of the State of Minnesota pursuant to Minnesota Statutes, Section 126C.55, subdivision 2(c) and otherwise to take such actions as necessary to comply with that section. The Board Chair, Clerk, Superintendent or Chief Financial Officer/Executive Director of Business Services and Finance Manager are authorized to execute any applicable Minnesota Department of Education forms regarding such program.

2.06 If the Pricing Committee has not approved the sale of the 2024A Bonds to Baird and executed the related bond purchase agreement by June 30, 2024, this resolution shall expire.

Section 3. 2024A Bonds Documents. The form, specifications and provisions for the issuance and repayment of the 2024A Bonds shall be set forth in a subsequent resolution of the School Board.

Adopted this 19th day of December, 2023.

Motion made by Member _____, seconded by Member _____, to approve Resolution #_____, as presented. Upon a vote taken, the same was approved as follows:

Yeah:

Nay:

_____ _____

Clerk Chair

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RESOLUTION ESTABLISHING COMBINED POLLING PLACES
FOR MULTIPLE PRECINCTS AND
DESIGNATING HOURS DURING WHICH THE POLLING
PLACES WILL REMAIN OPEN FOR VOTING
FOR SCHOOL DISTRICT ELECTIONS NOT HELD
ON THE DAY OF A STATEWIDE ELECTION

BE IT RESOLVED by the School Board of Independent School District No. 709, State of Minnesota, as follows:

1. Pursuant to Minnesota Statutes, Section 205A.11, the precincts and polling places for school district elections are those precincts or parts of precincts located within the boundaries of the school district which have been established by the cities or towns located in whole or in part within the school district. The board hereby confirms those precincts and polling places so established by those municipalities.

2. Pursuant to Minnesota Statutes, Section 205A.11, the board may establish a combined polling place for several precincts for school district elections not held on the day of a statewide election. Each combined polling place must be a polling place that has been designated by a county or municipality. The following combined polling places are established to serve the precincts specified for all school district special and general elections not held on the same day as a statewide election:

Combined Polling Places (Townships And the City of Rice Lake):
Lakewood Town Hall
3110 Strand Road
Duluth, MN 55803

"This combined polling place serves the townships of Gnesen, Lakewood, Normanna, North Star, Unorganized Precinct 2, Unorganized Precinct 23 and the City of Rice Lake, all territory in Independent School District No. 709 located in St. Louis County, Minnesota."

Combined Polling Places (District #1):
Lakeview Covenant Church
(City of Duluth, Precinct #5)
1001 Jean Duluth Road
Duluth, MN 55804

"These combined polling places serve all territory in Independent School District No. 709 located in the City of Duluth (Precincts 1-5, 7) located in St. Louis County, Minnesota."

Combined Polling Place (District #2):
Unitarian Universalist Congregation of Duluth
(City of Duluth, Precinct #12)
835 West College Street
Duluth, MN 55811

"This combined polling place serves all territory in Independent School District No. 709 located in the City of Duluth (Precincts 6, 8-14) located in St. Louis County, Minnesota."

Combined Polling Place (District #3):
Holy Cross Lutheran Church
(City of Duluth, Precinct #22)
410 North Arlington Avenue
Duluth, MN 55811

"This combined polling place serves all territory in Independent School District No. 709 located in the City of Duluth (Precincts 15-19, 22-25) located in St. Louis County, Minnesota."

Combined Polling Place (District #4): Asbury United Methodist Church
(City of Duluth, Precinct #32)
6822 Grand Avenue
Duluth, MN 55807

"This combined polling place serves all territory in Independent School District No. 709 located in the City of Duluth (Precincts 21, 26-30, 32-34) located in St. Louis County, Minnesota."

Combined Polling Places (District At-Large): Use combined polling places for Districts 1-4.

3. Pursuant to Minnesota Statutes, Section 205A.09(2), the polling places will remain open for voting for school district elections not held on the same day as a statewide election between the hours of 7:00 o'clock a.m. and 8:00 o'clock p.m.

4. The clerk is directed to file a certified copy of this resolution with the county auditors of each of the counties in which the school district is located, in whole or in part, within thirty (30) days after its adoption.

5. As required by Minnesota Statutes, Section 204B.16, Subdivision 1a, the clerk is hereby authorized and directed to give written notice of new polling place locations to each affected household with at least one registered voter in the school district whose school district polling place location has been changed. The notice must be a nonforwardable notice mailed at least twenty-five (25) days before the date of the first election to which it will apply. A notice that is returned as undeliverable must be forwarded immediately to the appropriate county auditor, who shall change the registrant's status to "challenged" in the statewide registration system.

RESOLUTION

Acceptance of Donations to Duluth Public Schools

WHEREAS, Minnesota Statute 465.03 requires a school district to accept donations by resolution expressed in the terms prescribed by the donor in full; and,

WHEREAS, acceptance of the donations in accordance with the donor's terms is in the best interest of the Duluth Public Schools:

NOW, THEREFORE, BE IT RESOLVED that the Duluth Public Schools does accept the below-described donations from said organizations in accordance with the terms set forth herein.

BE IT FURTHER RESOLVED that the Duluth Public Schools wishes to extend its grateful appreciation to these various individuals and organizations.

SCHOOL	DONOR	AMOUNT	RESTRICTION	COMMENTS
Stowe ES	Jamie Nurminen	In-kind		Gently used winter jackets and boots

HUMAN RESOURCES ACTION ITEMS FOR: December 19, 2023

CERTIFIED APPOINTMENT	POSITION	EFFECTIVE DATES	
JAMAR, KAITLYN S	FIT COORDINATOR/DISTRICT WIDE, (BA+45) III 8 1.0, LARSON L. RESIGNED	11/15/2023	

CERTIFIED LEAVE OF ABSENCE	POSITION	EFFECTIVE DATES	
CAWCUTT, THOMAS L, JR	UNABLE TO WORK DUE TO MEDICAL CONDITION	11/15/2023	02/15/2024
GRANKE, STEPHANIE J	ELEMENTARY ART SPECIALIST/PIEDMONT, CHESTER CREEK	03/15/2024	06/07/2024
HANSON, DANA K	TEACHER/DENFELD	01/22/2024	04/22/2024
LONG, CATHERINE G	CARING FOR FAMILY MEMBERS MEDICAL CONDITION-INTERMITTENT LEAVE TBD END DATE	10/01/2023	
MCKECHNIE, KAITLYN R	UNABLE TO WORK DUE TO MEDICAL CONDITION	10/06/2023	11/01/2023
MCKECHNIE, KAITLYN R	FMLA LEAVE DUE TOMEDICAL CONDITION	10/06/2023	11/01/2023
SCHOFIELD, KAISA M	UNABLE TO WORK DUE TO MEDICAL CONDITION	01/30/2024	05/07/2024
SISLO, TARA G	KINDERGARTEN TEACHER/LAURA MACARTHUR	02/28/2024	06/07/2024
WALKER-DAVIS, SARAH A	UNABLE TO WORK-CARING FOR FAMILY MEMBER W MEDICAL CONDITION- INTERMITTENT LEAVE TBD END DATE	10/23/2023	

CERTIFIED RETIREMENT	POSITION	EFFECTIVE DATES
BOYHTARI, BONNIE J	GRADE 2 TEACHER/CONGDON	06/07/2024
SUNDLAND, AMY J	GRADE 2 TEACHER/CONGDON PARK ES	06/07/2024
TERESI, WENDY L	SOCIAL STUDIES TEACHER/ORDEAN-EAST MS	06/07/2024
TRACEY, GLENN T	SOCIAL STUDIES TEACHER/ORDEAN-EAST MS	06/07/2024

NON-CERT APPOINTMENT	POSITION	EFFECTIVE DATES	
ANDERSON, JENNY K	SPED PROGRAM PARA/DENFELD, 39/38WKS, $19.47/HR, MYKHAILE A. RESIGNED	12/04/2023	
BERGLUND, DEBORAH R	SPED STUDENT SPECIFIC PARA/ROCKRIDGE, 31.25/38WKS, $20.36/HR	11/08/2023	
CURNOW, TYLER W	HOURLY MONITOR/PIEDMONT, 12.5/38WKS, $15.00/HR	12/01/2023	
EDWARDS, SAGE R	CUSTODIAN/LOWELL, 40/52WKS, $17.52/HR	11/06/2023	
EMISON, SUMMER D	NUTRITIONAL SERVICE ASSISTANT/DISTRICT WIDE, 30/38WKS, $15.22/HR,	11/06/2023	
GEARY, CANDICE R	PRESCHOOL PARA/MYERS-WILKINS, 23/38WKS, $20.72/HR, GIULIANI C. RESIGNED	12/04/2023	
GREGORICH, THOMAS P	HOURLY MONITOR/PIEDMONT, 12.5/38WKS, $15.00/HR	11/30/2023	
GRENGS, DYLAN J	FIELD SUPPORT TECH/DISTRICT WIDE, $991/WK, TEMP POSITION	11/20/2023	
HANSEN, TAHNEE R	HOURLY MONITOR/LOWELL, 12.5/38WKS, $15.00/HR	11/13/2023	
HEIN, JULIE A	HEALTH ASSISTANT/LPN PARAPROFESSIONAL/DISTRICT WIDE, 32.5/38WKS, $25.81/HR, ALLEN S. RESIGNED	11/27/2023	
HELSTROM, ELISABETH M	DIGITAL INNOVATION SPECIALIST/DISTRICT WIDE, $1,035/WK,	11/13/2023	
JENKINS, SONNY J	SPECIAL SERVICES STEPS PROGRAM/DISTRICT WIDE, $1,923/WK, DILLON A. RESIGNED	12/04/2023	
JOKI, CAMRYN L	OFFICE SUPPORT SPECIALIST SENIOR/MYERS WILKINS, 40/45WKS, $19.83/HR, BENSON D. TRANSFER	11/13/2023	
KAUFFMAN, BRENDA L	HOURLY CLERICAL/LAURA MACARTHUR, 23/38WKS, $13.50/HR, KING A. RESIGNED	11/13/2023	
KLINE, KATHARINE L	SPED PROGRAM PARA/LOWELL, 31.25/38WKS, $20.80/HR, NORLAND S. TRANSFER	11/27/2023	
LEHTO, NATALIE C	INTEGRATION SPECIALIST/DISTRICT WIDE, $48,472/YR, POHL, E TRANSFER	11/06/2023	
LOUGH, TRICIA Y	OFFICE SUPPORT SPECIALIST SENIOR/DSC, 40/52WKS, $19.83/HR, MCCRACKEN C. TRANSFER	11/27/2023	
NEFF, ALEXANDRA L	HEALTH, SAFETY AND ENVIORNMENTAL COORDINATOR/DISTRICT WIDE, $1,385/WK, JOHNSON M. RESIGNED	12/11/2023	
NELSON, ELIZABETH L	ECSE PARA/MYERS-WILKINS, 25/38WKS, $19.46/HR, WEIGEL K. RESIGNED	11/06/2023	
OLSON, HONNA L	SPED BW PARA/MYERS-WILKINS, 31.25/38WKS, $19.46/HR, KACZOR T. RESIGNED	11/06/2023	11/06/2023
SCHROEDER, HANA M	HOURLY MONITOR/PIEDMONT, 12.5/38WKS, $15.00/HR	11/14/2023	
SWONGER, AMANDA L	HOURLY MONITOR/PIEDMONT, 12.8/38WKS, $15.00/HR	11/08/2023	
SWOR, ROGER A	SPED PROGRAM PARA/LESTER PARK, 31.25/38WKS, $21.84/HR, DUVALL J. TRANSFER	11/27/2023	
ZAKRZEWSKI, HANNA N	OCCUPATIONAL THERAPIST ASST. PARA/DISTRICT WIDE, 24/38WKS, $23.48/HR,	11/28/2023	

NON-CERT RESGINATION	POSITION	EFFECTIVE DATES
ANDERSON, KEVIN B, II	SUPERVISORY PARA/LAURA MAC	12/20/2023
DEGLER, HEATHER A	RESCINDED RESIGNATION	01/00/1900
HATLEWICK, KALEA N	CHECK AND CONNECT PARA/LINCOLN PARK MS	12/01/2023
HORN, JEANNE M	CHILD NUTRITIONAL SERVICE ASST/LOWELL ES	11/16/2023
JOHNSON, ALEXA J	SPED PROG PARA, BUT CONTINUING KEYZONE PARA POSITION/PIEDMONT	01/19/2024
MYKHAILENKO, ALEVTYNA	SPED PROG PARA SETTING III/IV / DENFELD	11/06/2023
OZMUN, NANCY J	PRE-K PROGRAM PARA/STOWE	11/13/2023
SCHULTE, SARAH E	CHILD NUTRITIONAL SERVICES ASST/MYERS-WILKINS	11/28/2023

NON-CERT LEAVE OF ABSENCE	POSITION	EFFECTIVE DATES	
DAVIDSON, REBECCA L	SPED BUILDING WIDE PARAPROFESSIONAL/ORDEAN EAST	01/02/2024	04/08/2024
LILLIE, SHERIE A	SPEC ED BUILDING WIDE PARAPROFESSIONAL/LAURA MACARTHUR	11/14/2023	11/28/2023
SHORTER, SOFIA R	SPED PROGRAM PARAPROFESSIONAL/ROCKRIDGE	01/09/2024	04/09/2024

DULUTH PUBLIC SCHOOLS

CLASSIFICATION DESCRIPTION

TITLE: IT Security Analyst

Title of Immediate Supervisor: Manager of Technology	**Department:** Technology	**FLSA Status**: Exempt
Accountable For (Job Titles): Not Applicable		**Pay Grade Assignment**:

General Summary or Purpose Of Job:

The position of Security Analyst works under direct supervision and in coordination with other IT staff. This position requires a strong working knowledge of cyber security, including intrusion prevention, incident response, and ethical hacking. Additionally, the candidate should be detailed oriented, possess strong analytical skills, and have excellent communication, interpersonal, and leadership skills. The role involves several responsibilities such as writing reports, providing insights and updates on the current security policies, incident responses, disaster recovery plans, and other security-related information, assisting with the creation of and updates to training programs to secure the network and train the employees, monitoring security access and maintaining relevant data, analyzing security breaches to identify the cause and to update incident responses and disaster recovery planes, coordinating security plans with outside vendors, and creating procedures for IT employees and training them in security awareness.

DUTY NO.	**ESSENTIAL DUTIES: (These duties and frequencies are a representative sample; position assignments may vary.)**	FRE-QUENCY
1.	Tier I support and administration of vulnerability assessment software, Intrusion Detection System (IDS) and Intrusion Prevention System (IPS), vulnerability remediation, and Security information and event management (SIEM)	Daily
2.	Reviews and assists in real-time analysis of the organization's security posture to include wireless, firewall, networking, servers and risk assessment by reviewing logs, alerts, and notifications (both internal and external).	Daily
3.	Assists in the research and recommendations of projects involving IT systems and data.	Daily
4.	Collaborate with co-workers in order to research security issues, document solutions, and upgrade existing systems.	Daily

5.	Review and make recommendations for system security improvements.	Daily
6.	Acts as a member of the Technology Security Incident Response Team in identifying and responding to security incidents.	As needed
7.	Performs other technology duties of a comparable level or type.	As needed

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

- Bachelor's degree in information technology, information security, or relevant field of study and a minimum of one (1) year of work experience in the security technical area; OR Associates degree in information technology, information security, or relevant field and a minimum of two (2) years' experience in information security; OR a minimum of six (6) years relevant work experience as a desktop, network, security or server analyst.
- Experience with developing and being part of a security incident response and vulnerability team
- Experience with network, system and application access control concepts and integration
- Experience with Security Information and Event Management (SIEM), vulnerability management systems configuration and management
- Experience with industry security frameworks, regulations and standards
- Must have a valid driver's license and a personal vehicle or have the ability to travel between district sites in a timely manner.

Desirable/Preferred Qualifications:

- Education or work experience in the following area:
    - Experience providing Tier I support and administration of vulnerability assessment software
    - Experience identifying and responding to security incidents

- Experience providing support of network operating systems and other related networking services
- Prior K12 work experience

Knowledge Requirements:

Requires knowledge of:

- See the above Minimum Qualifications

Skill Requirements:

Skilled in:

- Information and Network Security
- Customer service and communication.
- Technical writing and documentation.
- Possess a positive and innovative attitude.
- Ability to be a good listener.
- Ability to actively work in a team.
- Willingness to learn and support new ideas and things.

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

Employee is required to:	Never	1-33% Occasionally	34-66% Frequently	66-100% Continuously
Stand		√		
Walk			√	
Sit			√	
Use hands dexterously (use fingers to handle, feel)			√	
Reach with hands and arms		√		
Climb or balance		√		
Stoop/kneel/crouch or crawl		√		
Talk and hear			√	
Taste and smell	√			
Lift & Carry: Up to 10 lbs.			√	
Up to 25 lbs.			√	
Up to 50 lbs.		√		
Up to 100 lbs.	√			
More than 100 lbs.	√			

General Environmental Conditions:

Working in our schools

General Physical Conditions:

Work can be generally characterized as IT office work.

TITLE: IT Security Analyst

Vision Requirements: Check box if relevant	Yes	No
No special vision requirements	√	
Close Vision (20 in. of less)	√	
Distance Vision (20 ft. of more)		
Color Vision	√	
Depth Perception		
Peripheral Vision		

TITLE: IT Security Analyst

Job Classification History:

Created 10/25/2023

Duluth Public Schools

HR/BS Services Committee Monthly Fund Balance Report
Dec 12, 2023 Committee Meeting

12/8/2023

REVENUES	23-24 CURRENT YEAR ADOPTED BUDGET		23-24 CURRENT YEAR REVISED BUDGET adptd 4.11.23	23-24 RECEIVED TO YEAR TO DATE	23-24 RECEIVED ENCUMBERED		23-24 BUDGET BALANCE
	FUND	Jul-23	JULY 23 -24	July -June	July -June		July -June
General	1	$126,200,922.80	$127,328,420.57	$35,023,686.13	$303.16		$92,305,037.60
Food Service	2	$4,039,200.00	$4,039,200.00	$1,456,268.52			$2,582,931.48
Transportation	3	$7,020,941.12	$7,020,941.12	$1,296,054.33			$5,724,886.79
Community Ed	4	$8,495,545.00	$8,495,545.00	$1,825,365.87	$ -		$6,670,179.13
Operating Captial	5	$2,742,547.00	$2,742,547.00	$1,089,107.93	$ -		$1,653,439.07
Building Construction	6	$ -	$ -	$ -			$ -
Debt Service Fund	7	$23,647,223.00	$23,647,223.00	$1,649,631.32	$ -		$21,997,591.68
Trust Fund	8	$276,100.00	$276,100.00				$276,100.00
Dental Insurance Fund	20	$950,000.00	$950,000.00	$319,506.87	$ -		$630,493.13
Student Acitivity	79	$58,406.00	$581,369.43	$113,962.81	$ -		$467,406.62
REVENUE	**TOTALS:**	**$173,430,884.92**	**$175,081,346.12**	**$42,773,583.78**	**$303.16**	**$ -**	**$132,308,065.50**

EXPENSES	23-24 CURRENT YEAR ADOPTED BUDGET		23-24 CURRENT YEAR REVISED BUDGET adptd 4.11.23	23-24 EXPENSES TO YEAR TO DATE	23-24 EXPENSES ENCUMBERED		23-24 BUDGET BALANCE
	FUND	Jul-23	JULY 23-24	July - June	July -June		July - June
General	1	$120,283,293.86	$120,774,940.14	$42,596,477.70	$3,589,877.03		$74,588,585.41
Food Service	2	$4,012,876.00	$4,012,876.00	$1,532,055.19	$2,038,926.74		$441,894.07
Transportation	3	$6,268,632.76	$6,749,632.76	$3,050,947.44	$458,157.31		$3,240,528.01
Community Ed	4	$7,630,865.00	$7,630,865.00	$2,959,935.35	$34,401.40		$4,636,528.25
Operating Captial	5	$7,999,619.25	$7,999,619.25	$3,975,868.93	$404,283.13		$3,619,467.19
Building Construction	6	$ -	$ -	$2,801,330.37	$24,004.51		-$2,825,334.88
Debt Service Fund	7	$23,640,000.00	$23,640,000.00	$2,256,462.45	$ -		$21,383,537.55
Trust Fund	8	$253,750.00	$253,750.00	$ -			$253,750.00
Dental Insurance Fund	20	$915,000.00	$915,000.00	$381,551.01	$ -		$533,448.99
Student Acitivity	79	$306,948.00	$276,264.96	$98,928.13	$3,261.43		$174,075.40
EXPENSE	**TOTALS**	**$171,310,984.87**	**$172,252,948.11**	**$59,653,556.57**	**$6,552,911.55**	**$ -**	**$106,046,479.99**

Fin 160 ESSER III	Expenses
Program 030 Asst Supt	$22,613.50
Program 110 Admin	$ -
Program 108 Tech	$539,006.22
Program 203 Elem	$341,633.01
Program 211 Secondary	$436,410.53
Program 640 Staff Dev	$ -
Program 805 Operations	$ -
Program 760 Transportation	$ -
Program 740 Pupil Engage	$1,296.63
	$1,340,959.89

	Ex Curricular	Fund 01
Program 298	Revenue	$293,717.76
Program 298	Expense	$326,822.47

Fundraisers Reported
November 2023

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
East HS	Duluth East Spanish Club	$1,000.00	La Pulsera Project - The Pulsera Project is a nonprofit organization that educates, empowers, and connects Central American artists with students in more than 3,600 U.S. schools through the sale of colorful handwoven bracelets, or "pulseras" in Spanish.
ECFE	ECFE Citywide Advisory Board	$2,500.00	Duluth Coffee Fundraiser
Lester Park ES	Schoolwide	$1,500.00	The Giving Tree
Lincoln Park MS	Lincoln Park Middle School Media Center	$500.00	Scholastic Book Company, Classrooms Count

INDEPENDENT SCHOOL DISTRICT NO. 709
Duluth Public Schools
709 Portia Johnson Drive
Duluth, Minnesota 55811
218-336-8700

MEMORANDUM

To: Simone Zunich, Executive Director of Business Services

From: Cathy Holman, Purchasing Coordinator

Subject: **QUOTE #4389 HOMECROFT ELEMENTARY PARKING LOT RECONSTRUCTION**

Date: November 28, 2023

The quote is for professional engineering services to reconstruct the existing parking lot at Homecroft Elementary.

Two (2) vendors responded with the following results:

VENDOR	**TOTAL**
DESIGN TREE	$ 31,500.00
NORTHLAND CONSULTING ENGINEERS	$ 44,810.00

Bryan Brown and Facilities staff reviewed the quotes.

Bryan Brown, Facilities Manager, recommends accepting and awarding the quote meeting specifications as submitted by DESIGN TREE for the amount of **$31,500.00 for the HOMECROFT ELEMENTARY PARKING LOT RECONSTRUCTION.**

Bryan Brown will attend the HR/Business Committee meeting to answer any questions as they pertain to this recommendation.

Bryan Brown will attend the School Board meeting to answer any questions as they pertain to this recommendation, if needed.

Program: Facilities

Fund Custodian: Bryan Brown, Manger of Facilities

Expenditure Contracts Signed
November 2023

For your information, the Superintendent or the CFO, Executive Director of Business Services has signed the following expenditure contracts during the above timeframe.

*** Not to Exceed**: If asterisk is noted, then the contract has a guaranteed maximum price; District may not pay more than the dollar amount listed (this does not mean the vendor will invoice this amount and may invoice much less).

**** Contract is paid via monies from:**
DR = Department Restricted (LTFM, Indian Education Funds, Compensatory, Achievement Integration)
DU = Department Unrestricted (General Fund)
G = Grant (external grants from foundations such as Northland, Duluth Superior Area Community)
SAF = Student Activity Funds (monies raised by students, gate fees, etc.)

Name	Amount*	Contract Source**	Description
Parent Square	$9,803.50*	Communications Office (DU)	Virtual phone service
VIA Actuarial Solutions	$12,500	Business Services (DU)	GASB 75 & 16 Actuarial Services
Midwest Communications	$9,120.00*	Transportation (DU)	Two-year agreement for transportation radio services on Midwest Communication tower
Advanced Planning Technologies	$37,662.00*	Facilities (DU)	Software for building management and work order history
AIA – Miller Architects & Builders, LLC	$196,875.00	Facilities (DR)	Design and layout of former Duluth News Tribune building into multi-use educational facility
Ricky W. DeFoe	$150.00*	OEE (DR)	Spirit plate ceremony guest speaker for Ojibwe Family Night at DSC 11/29
Hilary Pohl	$240.00*	OEE (DR)	Porcupine earring making at OEMS
Residential Services Inc.	$360.00*	Special Services (DR)	Agency will provide services to meet the needs documented in a student's IEP – Addendum to existing contract
Lakeside Pres Nursery School	$2,070.00*	Special Services (DU)	Agency will provide services to meet the needs documented in a student's IEP
Lakeside Pres Nursery School	$2,520.00*	Special Services (DU)	Agency will provide services to meet the needs documented in a student's IEP

Lakeside Pres Nursery School	$2,070.00*	Special Services (DU)	Agency will provide services to meet the needs documented in a student's IEP
Hope for Kids Childcare Center	$2,362.50*	Special Services (DU)	Agency will provide services to meet the needs documented in a student's IEP
University of Minnesota	$4,404.00*	TLE (DU)	National Check & Connect trainer will provide in-person tech assistance and coaching for a max of 8 hours. 21 sets of Check & Connect Mentor Participant Guides and Manuals included
Think Social Publishing, Inc.	$1,800.00*	TLE (DR)	Training for MTSS Coordinators
Mike Kesner	$300.00*	Am. Indian Edu. (DR)	Culturally specific drumming, singing, and dancer's services, cultural knowledge and teachings
Brian Stillday Jr.	$8,000.00*	Am. Indian Edu. (DR)	Culturally specific drumming, singing, and dancer's services, cultural knowledge and teachings
Jeremy Wilson	$6,000.00*	Am. Indian Edu. (DR)	Culturally specific drumming, singing, and dancer's services, cultural knowledge and teachings
Dr. Dan Ninham	$16,500.00*	Am. Indian Edu. (DR)	Northern Indigenous Games at various Duluth Public School sites for FY24
Amber Burns	$2,000.00*	Denfeld HS (DU)	Theater performance at Denfeld HS
Keith Hursey	$1,000.00*	Denfeld HS (DU)	Director for One Act Performances at Denfeld HS
Tina Weber	$1,500.00*	Denfeld HS (DU)	Choir fund accompanist at Denfeld HS
Molly Hunter	$250.00*	Lowell ES (DU)	Performance during Native American Heritage Month
Jakob Wilson	$800.00*	Lowell ES (DU)	Performance during Native American Heritage Month
Round Lake Traditions	$250.00*	Lowell ES (DU)	Performance during Native American Heritage Month
Sampson Bros	$1,000.00*	Lowell ES (DU)	Performance during Native American Heritage Month

ParentSquare™

DULUTH PUBLIC SCHOOL DISTRICT, MN | Virtual Phone

Pricing Term Start Date: December 1, 2023 | **Pricing Term End Date:** June 30, 2024 | **Quote Create Date:** November 16, 2023 | **Reference:** 20231116-155432886

DULUTH PUBLIC SCHOOL DISTRICT, MN - 2711040
4316 RICE LAKE RD
DULUTH, MN 55811
United States

Simone Zunich
Finance Director
simone.zunich@isd709.org

Adelle Wellens
Communications Officer
adelle.wellens@isd709.org
989-3874476

Comments

David Buzard - ParentSquare, Inc.

Products & Services

Item & Description	Billing Start Date	Term (Months)	Quantity	Unit Price	Total
Virtual Phone - Prorated	December 1, 2023	7	1	$9,803.50	$9,803.50 for 7 months
Payment due: December 1, 2023					

Future Payments Summary

Item	Payment
Virtual Phone - Prorated	$9,803.50 on December 1, 2023

Signature

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

Adelle Wellens
adelle.wellens@isd709.org

Simone Zunich
simone.zunich@isd709.org

Simone Zunich

Bill Frenzel
bill.frenzel@parentsquare.com

Bill Frenzel

This quote expires on December 16, 2023

Purchase terms

District/School Agreement -- The Services are subject to the terms contained in this Order Form and School Agreement which are located at www.parentsquare.com/agreement, and incorporated by reference into this Order Form ("ParentSquare School Agreement").

By executing this Order Form, the undersigned certifies that (i) the undersigned is a duly authorized agent of District/School, and (ii) the undersigned has read the ParentSquare School Agreement and will take all reasonable measures to enforce them within the District/School.

NOTE: Pricing above does not reflect ParentSquare's right to increase pricing up to 5% each annual period. Pricing above also does not include applicable tax, which will be applied upon invoicing.

Privacy Policy -- The ParentSquare Privacy Policy may be reviewed here - https://www.parentsquare.com/privacy

Terms of Use -- The ParentSquare Terms of Use may be reviewed here - https://www.parentsquare.com/terms

StudentSquare Consent -- Pursuant to Children's Online Privacy and Protection Act ("COPPA"), ParentSquare relies on the School's consent on behalf of students in order to allow those under 13 years of age to use our services.

Questions? Contact me

David Buzard
dave.buzard@parentsquare.com
+14258641403

ParentSquare, Inc.
PO Box 841604,
Los Angeles, CA 90084-1604
United States

Title	DULUTH PUBLIC SCHOOL DISTRICT, MN | Virtual Phone redir
File name	
Document ID	f69037954117f49283872249077de0332076531e
Audit trail date format	MM / DD / YYYY
Status	Signed

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Document History

SENT	**11 / 17 / 2023** 14:21:36 UTC	Sent for signature to Adelle Wellens (adelle.wellens@isd709.org), Simone Zunich (simone.zunich@isd709.org) and Bill Frenzel (bill.frenzel@parentsquare.com) from esign@hubspot.com IP: 54.174.52.21
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SIGNED	**11 / 17 / 2023** 14:22:02 UTC	Signed by Simone Zunich (simone.zunich@isd709.org) IP: 24.158.25.240
SIGNED	**11 / 17 / 2023** 14:22:21 UTC	Signed by Adelle Wellens (adelle.wellens@isd709.org) IP: 24.158.25.244
	11 / 17 / 2023 17:26:24 UTC	Viewed by Bill Frenzel (bill.frenzel@parentsquare.com) IP: 172.56.121.100

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File name	
Document ID	f69037954117f49283872249077de0332076531e
Audit trail date format	MM / DD / YYYY
Status	Signed

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SIGNED	**11 / 17 / 2023** 17:26:38 UTC	Signed by Bill Frenzel (bill.frenzel@parentsquare.com) IP: 172.56.121.100
COMPLETED	**11 / 17 / 2023** 17:26:38 UTC	The document has been completed.

VIA ACTUARIAL SOLUTIONS

December 1, 2023

Simone Zunich
Executive Director of Finance & Business Services
Duluth Public Schools
709 Portia Johnson Drive
Duluth, MN 55811

Re: **Engagement Letter for GASB 75 & 16 Actuarial Services – Duluth Public Schools**

Dear Simone:

Thank you for this opportunity to provide GASB 75 & 16 Other Postemployment Benefit (OPEB) actuarial services to Duluth Public Schools (the District). This letter documents the services we will provide for the District's retiree health plan and our fees for those services. This letter and attachments (collectively, the "Agreement") document the Scope of Services ("Services") that Northern Consulting Actuaries, Inc. d/b/a VIA Actuarial Solutions (hereafter, "VIA" or "we" or "our") will provide to the Duluth Public Schools (hereafter "District" or "you" or "yours" or "Client") and the Duluth Public Schools retiree healthcare plan (hereafter "Plan"). It also describes our fees, expenses, and the Terms and Conditions for those services.

After reviewing the enclosed Scope of Services and Terms and Conditions, please sign and date the Acknowledgement and Consent form. Future actuarial services will be provided under this same engagement letter for a fee agreed to by both parties, or we can provide an updated engagement letter if you prefer.

Please feel free to contact us if you have any questions about the proposed actuarial engagement. We will commence work under this engagement upon receipt of a signed copy of this Agreement.

Thank you again for choosing VIA Actuarial Solutions to be your trusted actuarial consultant.

Sincerely,

Emily Erickson

Emily A. Erickson, ASA, MAAA
Consulting Actuary

L/D/C/R: 3/sak/eae

Scope of Services

The GASB 75 & 16 accounting rules require a "full" actuarial valuation every two years, while a simplified roll-forward report is required in the "off years". Our proposed scope and fees outlined below include both the "full" and roll-forward valuation reports.

Services Provided	Fixed Fee
FYE 2024 "full" GASB 75 & 16 actuarial valuation report	$12,500
FYE 2025 GASB 75 & 16 roll-forward valuation report	$3,000

Out-of-scope projects will be billed separately based on the time and expense needed to complete these projects. For calendar year 2024, our hourly rates are $150 to $250 for actuarial analysts and managers and $350 to $400 for consulting actuaries. We are glad to estimate fees for additional projects as requested. Out-of-scope projects may include time spent on:

- meetings and preparation,
- significant changes in your plan, accounting, or funding arrangements,
- cleanup of inaccurate data or data not provided in the form requested, and
- accounting updates when the District's financials differ from the figures in our previous reports.

The annual fees and hourly rates stated in this engagement letter are subject to annual inflationary updates beginning in 2026 and each year thereafter. VIA will propose inflationary adjustments to the District before beginning work on the FYE 2026 valuation. The hourly rate schedule is updated automatically each calendar year.

The proposed fees assume no substantial changes to the plan census, assumptions, plan provisions, or funding arrangement. If any of these factors change significantly then we will provide a separate proposed fee.

Out-of-pocket expenses will be passed on to you without markup. Bills are sent as often as monthly, and your payment is due within 30 days of the invoice date. Interest will accrue on the unpaid balance at the rate of ½% per month. If we receive your payment within 30 days, the interest will be waived.

Terms and Conditions

COOPERATION AND WARRANTY REGARDING DOCUMENTS AND INFORMATION.

You understand that in order for us to provide the Services to you we will require your assistance and cooperation. You agree to provide us with all documents and information reasonably requested by us in order for us to perform the Services and you warrant that such documents and information are true and accurate to the best of your knowledge after due inquiry. We will not be liable for any inaccurate results of our Services due to our reliance upon incorrect or incomplete documents or information.

CONFIDENTIALITY. All data, records, and information concerning the Plan and the participants of the Plan provided by you or on your behalf to VIA in connection with this Agreement, other than information that is either in the public domain, obtained from third parties, or which is otherwise developed by VIA shall be considered "Confidential Client Information." VIA agrees to use reasonable efforts to protect all Confidential Client Information and has reasonable safeguards to protect against the disclosure or misuse of Confidential Client Information that is in VIA's care or custody. VIA will protect the Confidential Client Information with the same degree of care that it uses to protect and safeguard VIA's own like information, but not less than the degree of care that would be exercised by a prudent person given the sensitivity of the Confidential Client Information. In preserving the confidentiality of Client communications and information, it is important that we have your agreement on the methods we will use in communicating with you. Unless you tell us otherwise, you agree that it is appropriate to use mail and emails in the course of our providing the Services to you without encryption or other special measures. The exception is transmission of participant census data which must be transmitted using our secure data transfer site or similar method. Please let us know if you have special requests or requirements for the methods of communication or persons to be included in such communications.

RETENTION OF RECORDS. We will retain final copies of actuarial work products for seven years after completion of each project. Although we keep copies of the work we perform for you for seven years, these copies are solely for our files. The plan sponsor is responsible for keeping copies of all documents needed for the Plan's permanent records, including copies of the work we perform for you and the information we send to you.

INDEMNIFICATION. You agree as part of this engagement to indemnify and hold harmless VIA from and against any and all claims, losses, damages, liabilities, costs, and other expenses of any kind whatsoever (including, without limitation, all reasonable attorneys' fees and collection or court costs) arising from or in connection with the operation of the Plan or the rendering of plan-related services by the Client, the Plan Administrator, or any third party. This indemnification does not include claims, losses, damages, liabilities, costs, and expenses attributable solely to any gross negligence or willful misconduct by VIA in the performance of our responsibilities under this engagement.

We agree as part of this Agreement to indemnify and hold harmless the Client and the Plan from and against any and all claims, losses, damages, liabilities, costs, and other expenses of any kind whatsoever (including, without limitation, all reasonable attorneys' fees and collection or court costs) (collectively "Claims") arising from or in connection with the operation of the Plan or the rendering of plan-related services by VIA, to the extent that such Claims are attributable solely to gross negligence or willful misconduct by VIA in the performance of our responsibilities under this engagement.

Terms and Conditions *(continued)*

REPRESENTATIONS AND WARRANTIES. We represent and warranty that we (a) have the right, power and authority to enter into this Agreement and to fully perform all of our obligations hereunder; and (b) will use commercially reasonable efforts to provide all services required of us under the Agreement in accordance with prevailing industry standards. You represent and warranty that you have the right, power, and authority to enter into this Agreement and to fully perform all of your obligations hereunder.

NO ASSIGNMENT OR DELEGATION. Neither VIA nor you may assign this Agreement in whole or in part, nor delegate any part or all of its duties, without the other's prior written consent.

SEVERABILITY. If any provision of this Agreement is held to be or is invalid or unenforceable, the validity and/or enforceability of the remaining portions shall not be impaired or affected in any way. A waiver of any provision of this Agreement does not likewise waive any other provision of this Agreement.

MODIFYING THIS ENGAGEMENT. The terms of this engagement between you and us represented by this Agreement shall not be subject to modification (except with regard to fees, as outlined above), except as agreed upon in writing by both you and us.

TERM AND TERMINATION. **This engagement letter is effective beginning July 1, 2023 and shall automatically renew on an annual basis unless terminated earlier by either party as described below.** Future actuarial services will be provided under this same engagement letter for a fee agreed to by both parties and described in a new Scope of Services, or we can provide an updated engagement letter if you prefer.

You have the right to terminate our services with 60 days prior written notice. Termination of our services will not relieve you of the obligation to pay for all accrued charges and expenses for work through the end of our engagement. We will have the same right of termination, subject to our obligation to give you 60 days prior written notice. If our billing statements are not timely paid, however, we will have the right to terminate our Services upon 5 days prior written notice following a default in the payment of our fees and expenses, upon the expiration of which notice period we will have the right to not provide any Services or advance any expenses until all amounts due are paid in full. Furthermore, if we are required to take action to collect our fees and expenses, you agree to pay all professional fees (including reasonable attorneys' fees) and expenses incurred by us in such collection action.

ENTIRE AGREEMENT. Our performance of the Services is subject to the terms of this letter, including our Terms and Conditions ("Terms and Conditions"). This letter, together with the Scope of Services and these Terms and Conditions, constitute the entire Agreement between VIA Actuarial Solutions and you and supersede all previous agreements between us whether written or oral. Should the scope of our Services change, you agree that we will either amend the Scope of Services or we will execute a new engagement letter incorporating such changes. We will not be required to provide Services not included in the Scope of Services agreed to in this letter.

Minnesota Actuarial Disclosure

VIA Actuarial Solutions is the actuarial advisor to the Minnesota Legislative Commission on Pensions and Retirement (LCPR). In this role, we assist the LCPR in reviewing actuarial valuations, assumptions, and cost estimates for the three statewide retirement systems: TRA, PERA, and MSRS.

Our professional standards require that we disclose any actual or potential conflict of interest to our clients, and that our clients expressly agree to these services. Although the work we prepare for the LCPR does not directly relate to your GASB 75 & 16 OPEB reporting, we believe it's prudent to disclose our assignment to all of our Minnesota public sector clients since you probably have members in at least one of the statewide pension plans that we'll be reviewing. Your approval of this engagement letter is an affirmative response that you agree to our OPEB work with the District along with our LCPR assignment.

Acknowledgement and Consent

The undersigned authorized representative of Duluth Public Schools (the District) has read this letter from VIA Actuarial Solutions, understands its contents, and agrees on behalf of the District to the Scope of Services; fees and expenses; and Terms and Conditions set forth in the Agreement. I also expressly agree to VIA Actuarial Solutions' ongoing work for us as well as their LCPR assignment.

Date: Dec 4, 2023

By _____

Title Exec Director Bs Services

Second Amendment to Tower Use Agreement

THIS SECOND AMENDMENT TO TOWER USE AGREEMENT (the "**Amendment**") is effective as of the 1st day of January 2024, by and between Midwest Communications, Inc., a Wisconsin corporation, d/b/a Midwest Communications of Wisconsin, Inc. ("**Lessor**") and Duluth Public School District ("**Lessee**").

WITNESSETH:

WHEREAS, Landlord and Tenant are the parties to that certain Tower Use Agreement, dated January 6, 2012 (the "**Agreement**"); and

WHEREAS, Landlord and Tenant wish to extend and amend the Agreement as provided herein;

NOW, THEREFORE, in consideration of the premises and the mutual agreements of the parties hereinafter set forth, the parties hereto agree as follows:

1. Unless otherwise defined herein, all capitalized terms shall have the meaning ascribed thereto in the Agreement for 5th Avenue W & 12th Street, Duluth, MN.

2. Amend Item 1.10 Term: The Term of the Agreement is hereby extended through December 31, 2025.

3. Amend Items 1.13 Monthly Fee: Starting January 1, 2024, the monthly fee will be $380, payable monthly in advance, on or before the first day of each month during the Term hereof.

4. Except to the extent and as modified hereby, the Lease shall be unmodified and remain in full force and effect. This Amendment shall only be effective upon the execution by all parties hereto and may be executed in counterparts, each of which shall be original and which together shall constitute the whole of this document.

5. This document may be executed in one (1) or more counterparts, which, when taken together, shall constitute the same original.

IN WITNESS WHEREOF, the parties hereto have caused their authorized representatives to execute and deliver this Second Amendment to Tower Use Agreement as of the date first set forth above.

LESSOR:

MIDWEST COMMUNICATIONS, INC.
d/b/a Midwest Communications of
Wisconsin, Inc.

By: _____

Name: Paul W Schabow

Title: CFO

LESSEE:

DULUTH PUBLIC SCHOOL DISTRICT
711 Portia Johnson Drive
Duluth, MN 55811

By: Simone Zunich

Name: Simone Zunich

Title: Exec. Dir. Business Services

Advanced Planning Technologies, Inc.
Facility Manager Professional™ (FM Pro) Software Agreement

1. IDENTIFIED PARTIES

For the purposes of this Agreement the parties are identified as follows:

Duluth Public Schools **709 Portia Johnson Drive** **Duluth, MN 55811**	**Advanced Planning Technologies, Inc.** **W4136 Schild Rd.** **West Salem, WI 54669**

This FM Pro Software Agreement (hereinafter "Agreement") is entered into between Duluth Public Schools (hereinafter "Client"), having its principal place of business located at 709 Portia Johnson Drive, Duluth, MN 55811 and Advanced Planning Technologies, Inc., (hereinafter "APT") a Wisconsin corporation having its principal place of business and mailing address at W4136 Schild Rd., West Salem, WI 54669.

2. DURATION

This Agreement will start on December 1, 2023 and will continue to be in effect for a period of 1 year, concluding on November 30, 2024. On December 1st, 2024 (anniversary date), this agreement shall enter into the "Renewal Term", the Annual Service Agreements and the Annual Server Fee shall then automatically renew on an annual basis. During the Renewal Term, the Annual Service Agreements and Annual Server Fee may be subject to change, if applicable, based on the Consumer Price Index and/or 3rd party server fees increases. This agreement may be terminated only upon written notice from either party to the other of its intent to terminate this Agreement at the anniversary date. Written notice must be received ninety (90) days prior to the anniversary date.

3. FM PRO SOFTWARE LICENSE

The computer program(s), application, layouts, fields, drawing components (drawing elements, icons and symbols) and drawing design standards (collectively, the "Software") are licensed, not sold, to client on a non-exclusive basis by APT for use only under the following terms, and APT reserves any rights not expressly granted to Client. APT retains ownership of all the technologies in the Software itself.

3.1 License: This license allows Client to use the Software for internal data processing needs; the Software may be executed from the Internet.

3.2 Restrictions: Client may NOT distribute copies of the Software to others or electronically transfer the Software from one computer to another over a network except as expressly provided under section 3.6 (c) of this Agreement. The Software contains trade secrets and to protect them Client may NOT decompile, reverse engineer, disassemble, or otherwise reduce the Software to a human perceivable form. YOU MAY NOT MODIFY, ADAPT, TRANSLATE, RENT, LEASE, LOAN, RESELL FOR PROFIT, DESTRIBUTE, NETWORK, OFFER ON A TIME-SHARING SERVICE, PROVIDE SERVICES FOR HIRE USING, OR CREATE DERIVATIVE WORKS BASED UPON THE SOFTWARE OR ANY PART THEREOF. This Agreement shall apply to and be binding upon successors, assigns, and transferees of the Client.

3.3 Data used in the Software: Client acknowledges that the information generated by the application is dependent on the statistics and information and other data input into the Software and that the Client is totally responsible for the data input into the Software. APT is not responsible for the accuracy of data provided by the Client or input into and processed by the Software.

3.4 Waiver of Warranties: APT makes no warranty that the goods covered by this contract are merchantable or fit for any particular purpose, and there are no warranties, expressed or implied, which extend beyond the description of the goods contained in this contract. In no event shall apt be liable for any incidental, consequential or special damages.

3.5 No Partnership, Joint Venture, or Franchise: The Agreement between the parties is a sale in the normal course of APT's business. No partnership, joint venture, franchise, or similar arrangement is intended nor shall any such arrangement be implied from the relationship between the parties. Nothing contained herein shall be construed to authorize either party to act as an agent for the other party or to permit either party to bid for or undertake any contract for the other party. This Agreement shall not be deemed to create any relationship by which either party might be held liable for the omission or commission of any act of the other party.

3.6 Confidentiality: Both parties recognize the confidential nature of the information that will be shared during the term of this Agreement and agree not to disclose this information to any other party except as specified under this section. "CONFIDENTIAL INFORMATION" as used herein shall mean all Facility Manager Professional™ Software, information, documentation, manuals, forms, devices, financial statements, and marketing strategies made available by either party including, but not limited to, the existence of discussions of the parties and their respective business plans, present and future products and policies. Any disclosure of any nature that has been made prior to the execution of this Agreement shall also be considered CONFIDENTIAL INFORMATION. The parties further agree that the CONFIDENTIAL INFORMATION of either party is proprietary to and a valuable trade secret of each party and that any disclosure or unauthorized use thereof may cause irreparable harm and loss to either party. Consequently, the parties agree to the following:

(a) to hold all CONFIDENTIAL INFORMATION in strictest confidence and to use CONFIDENTIAL INFORMATION for the sole purpose of this Agreement;

(b) not to copy in whole or in part, any CONFIDENTIAL INFORMATION;

(c) not to disclose CONFIDENTIAL INFORMATION to anyone except to its agents, contractors, employees, licensees, and representatives who may be reviewing the CONFIDENTIAL INFORMATION on behalf of either party. Client may disclose CONFIDENTIAL INFORMATION to its agents, contractors, employees, licensees, and representatives for the sole purpose of entering data used by the NetRequest™ Software. Both parties shall notify said parties that the disclosure is made in confidence and must be kept in confidence in accordance with this Agreement. APT, Inc. reserves the right to deny license issue to any third party listed under this section; and

(d) to return all CONFIDENTIAL INFORMATION, including all copies and records thereof, to the other party upon receipt or request therefore or upon the termination of this Agreement, whichever occurs first.

3.7 Should either party disclose any CONFIDENTIAL INFORMATION or threaten to disclose any CONFIDENTIAL INFORMATION, the other party shall be entitled to, as well as any other remedies or damages, injunctive relief. The restrictions and obligations of this Article shall survive any expiration, termination, or cancellation of this Agreement and shall continue to bind both parties and their successors and assigns.

3.8 Indemnification: Each party shall indemnify and defend the other against any loss and against all claims, actions, damages, liability, and costs (including legal fees) arising out of any act or omission or failure to act by the party, its agents, contractors, employees, licensees, and representatives.

3.9 Ownership, Reproduction and Disclosure:

(a) No Transfer of Title - The Software is licensed, not sold and remains the property of APT, Inc. Client obtains no rights other than in the event that APT goes out of business, APT agrees to make available a Production ready copy of the License Software to be installed on the Clients Server. In no event shall APT claim ownership of the Clients data as that data remains the sole property and ownership of the Client.

(b) Reverse Engineering and Modifications - Client shall not reverse engineer, disassemble or decompile the software in any event.

(c) In the event the Client cancels this agreement as indicated within this Contract, APT will provide a copy of the project data, on disc, to the Client. Client may re-enter an agreement with APT at any time, but would be subject to a Project Reactivation Fee and a new Service Support / Serve Fee Agreement would need to be signed.

4. SUPPORT SERVICES

4.1 APT will provide to CLIENT, support on all services, as defined in this section.

4.1.1 Technical Support: Provide professional expertise in the use of Facility Manager Professional™ with recommended hardware. Recommendations can be made for compatible peripherals, i.e., printers, modems, computer RAM and Processors, suggestions in project management and back-up procedures.

4.1.2 Application Support: Questions can be answered regarding ways in which Facility Manager Professional™ might deal with specific management issues. Instruction in the installation of Facility Manager Professional™ and placement of icons, table attachment and general Software management issues is available.

4.1.3 Software Component Upgrades: These upgrades are specific to the Software components and are improvements made to the application drawing and data components (drawing elements, icons, symbols, layouts, design, accessibility, functionality) and drawing design standards. The upgrades are designed to streamline the Software and make the management of the Software more effective. Client shall have the option to accept all Software components and layers at the time they become available for distribution.

4.1.4 Application Upgrades: These upgrades are major enhancements that require a software change and/or improved standards and enhancements to the Software. The improvements are designed to provide greater ease of use, more management power, increased database table access and greater graphic capability. Facility Manager Professional™ is software that is constantly in development by APT. APT makes no warranties regarding timeline of Application upgrades.

4.1.5 Software Maintenance Releases: Maintenance of the application (Facility Manager Professional™) consists of fixing unanticipated bugs in the program.

4.1.6 Interior Building Modifications (Renovations /Remodel): Modifications to the drawings are done as requested by the Client. Changes to the project that occur within the perimeter of the building Floor Plan, i.e., moving walls, adding or deleting door openings, changing corridor areas, etc., are provided. Changes to the Site Plan or Roof Plan, i.e., modified paved areas or roof rebuild, are provided as well if originally purchased.

4.1.7 APT technical support is available during regular business hours 8:00am - 5:00pm Central Standard Time.

4.2 Representatives of the Client will be required to attend a training class in the use of the Software. Training is available for a pre-determined cost and will be performed at customer's site. Costs associated with travel and other out-of-pocket expenses will be the responsibility of the Client.

5. CUSTOMIZED SOFTWARE COMPONENTS

(All fees based on customers estimated square footage of building space and/or enrollment, pricing may be adjusted based on final numbers)

Annual Service Agreement	$ 6,960
Annual Server Fee (1Gb) Additional $125/Gb	1 GB Included
Annual Sub-Total	**$ 6,960**
Floor/Roof Plans:	
2 High Schools	$ 3,000
2 Middle Schools	$ 2,000
13 Elementary Schools	$ 9,750
Site Plans:	
2 High Schools	$ 3,000
2 Middle Schools	$ 2,000
13 Elementary Schools	$ 9,750
2 Day on-site FM Pro Training	Included
Travel Expenses	$ 1,202
One-Time Project Sub-Total	**$30,702**

First Year Total	**$37,662**
See Pay Schedule-Addendum A	

6. PRODUCTION TIMELINE

6.1 Timeline: APT will begin work on the Project upon execution of the Agreement and payment. The completion of the Project is dependent on the ability of the Client to provide to APT building plans, information, and data related to their facilities. As such, APT offers no guarantees to adherence to a strict timeline.

6.2 It is the Clients responsibility to supply needed information to APT in a timely manner. If needed information is not provided to APT within 120 days of contract effective date, project may be scheduled behind other projects.

7. SYSTEM REQUIREMENTS

7.1 System Hardware: Client will be required to have access to an IBM PC Compatible computer and/or handheld devices/smartphones that is connecting to the Internet on which to run the software and/or access the internet.
Minimum System Requirements - 4 Gb of RAM, 2GHz Dual Core Processor
Optimal System Requirements – 8 Gb of RAM, 2 GHz i7 Core Pentium Processor
2 Button Mouse

7.2 System Software: Windows 95/98/2000/XP/NT/Vista/Windows7/8/10.

7.3 Server: Facility Manager Professional™ Software requires Internet access in addition to the requirements of section 7.1 and 7.2 of this Agreement. Internet project hosting services are provided by APT, Inc. for the fee identified in the price quote for the Client.

8. STANDARDS ON NEGATION OF LICENSES

No rights or licenses express or implied are hereby granted to the Client under any patents, copyrights, or trade secrets of Advanced Planning Technologies Inc. as a result of this Agreement.

9. DISPUTE RESOLUTION AND ARBITRATION STANDARDS

9.1 Any dispute arising out of or relating to this Agreement shall be fully and finally resolved by submission at APT's sole option to: (a) the Circuit Court for La Crosse County, State of Wisconsin; or (b) arbitration conducted in accordance with the rules of the National Arbitration Forum, under the Code of Procedure then in effect.

9.2 In the event APT chooses to resolve such disputes by the Circuit Court for La Crosse County, State of Wisconsin, the parties hereby irrevocably consent to submit themselves exclusively to the in personal jurisdiction of said court. The Parties hereby waive and relinquish any defense to such litigation based on improper venue or lack of jurisdiction. Any court having jurisdiction over the parties pursuant to this Section shall retain jurisdiction to enforce the execution of any final or interlocutory judgment or decree rendered, or settlement agreement entered into, between the parties in connection with such dispute.

9.3 Any award of the arbitrator(s) may be entered as a judgment in any court of competent jurisdiction. Information may be obtained and claims may be filed at any office of The Forum or at P.O. Box 50191, Minneapolis, Minnesota 55405. This Section shall be interpreted under the Federal Arbitration Act. Allocation of the costs of arbitration shall be an issue to be fully and finally resolved by the arbitration. Any award of the arbitrator shall be final, binding upon the Parties and enforceable in any court having jurisdiction.

10. MISCELLANEOUS

10.1 This Agreement, including any attachments hereto, contains the entire Agreement of the parties and shall not be modified or changed in any manner except by the written approval of the parties hereto.

10.2 Both parties warrant that they have full power and authority to enter into this Agreement and to carry out its terms and conditions and that the officers executing this Agreement on behalf of both parties have been authorized to do so.

10.3 Both parties warrant that the execution and performance of this Agreement will not constitute a breach of any agreement or restriction to which either party may be bound.

11. **TERMS**

Client shall remit payment to APT in accordance with this Agreement. In the event that the Client's payments under this Agreement become delinquent by more than 60 days, APT may withhold all Support Services and access to Facility Manager Professional™ Project data until all delinquent payments, plus cost of collection, including attorneys' fees, are paid to APT.

Duluth Public Schools	**Advanced Planning Technologies, Inc.**
Accepted By: Simone Zunich	Accepted By:
Print Name: Simone Zunich	Print Name: Tracey McPhee
Title: Exec. Dir. Business Serv.	Title: Business Development
Date: 11/20/23	Date: 11/16/23

01 E 0121 110 000 405 125

Addendum A

Duluth Public Schools Payment Schedule

1. Upon acceptance of the bid, the first year ASA and 20% of the production cost will be due within 30 days.
   $ 6,960.00 (1st Year ASA)
   $ 6,140.00 (20% of Production Cost)
   $13,100.00 (first payment due within 30 days)

2. As work is completed, it will be billed as follows
   a. Buildings/Roof Plans: $12,281.00
   b. Sites: $12,281.00

   $24,562.00 (total of production cost payments)

   $37,662.00 (Total First Year Project Cost)

AIA® Document B132™ – 2009

Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition

AGREEMENT made as of the Sixth day of November
in the year Two Thousand Twenty-Three
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Duluth Public School District 709
709 Portia Johnson Drive
Duluth, MN 55811

and the Architect:
(Name, legal status, address and other information)

Miller Architects & Builders, LLC
P.O. Box 1228
St. Cloud, MN 56302

for the following Project:
(Name, location and detailed description)

Design and layout of former Duluth News and Tribune building into a multi-use educational facility. Project construction to be developed in multiple phases.

The Construction Manager:
(Name, legal status, address and other information)

ICS
525 South Lake Ave, Suite 222
Duluth, MN 55802

The Owner and Architect agree as follows.

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

This document is intended to be used in conjunction with AIA Documents A132™–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and C132™–2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

AIA Document A232™–2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.
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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

§ 1.1.1 The Owner's program for the Project:
(Identify documentation or state the manner in which the program will be developed.)

The renovated building to provide space for offices, classrooms, restrooms, and support spaces within Phase I on first floor street level. Phase II to provide spaces for ALC and DAE programs on second floor. Phase III to be master planned for gymnasium space in lower level.

§ 1.1.2 The Project's physical characteristics:
(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

Interior, phased, 40,000 square foot renovation of an existing building.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

The total project cost is estimated at approximately $6 Million.

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§ 1.1.4 The Owner's anticipated design and construction schedule:

.1 Design phase milestone dates, if any:

.2 Commencement of construction: Construction shall commence during the Spring of 2024.

.3 Substantial Completion date or milestone dates: Final project completion is scheduled for August 2024 including Phase I, August 2025 including Phase II, and Phase III to be determined.

.4 Other:

§ 1.1.5 The Owner intends to retain a Construction Manager adviser and:
(Note that, if Multiple Prime Contractors are used, the term "Contractor" as referred to throughout this Agreement will be as if plural in number.)

☐ One Contractor

☐ Multiple Prime Contractors

☒ Unknown at time of execution

§ 1.1.6 The Owner's requirements for accelerated or fast-track scheduling, multiple bid packages, or phased construction are set forth below:
(List number and type of bid/procurement packages.)

Owner requires multiple bid packages based on project and program schedules.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address and other information.)

Bryan Brown, Facilities Manager
Independent School District 709
713 Portia Johnson Drive
Duluth, MN 55811

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§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address and other information.)

Simone Zunich
Executive Director of Business Services and Finance Manager
District Service Center
709 Portia Johnson Drive
Duluth, MN 55811

§ 1.1.10 The Owner will retain the following consultants:
(List name, legal status, address and other information.)

.1 Construction Manager: The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention:

ICS
525 South Lake Ave, Suite 222
Duluth, MN 55802

.2 Cost Consultant (if in addition to the Construction Manager):
(If a Cost Consultant is retained, appropriate references to the Cost Consultant should be inserted in Sections 3.2.6, 3.2.7, 3.3.2, 3.3.3, 3.4.5, 3.4.6, 5.4, 6.3, 6.3.1, 6.4 and 11.6.)

Not applicable.

.3 Land Surveyor:

Not applicable.

.4 Geotechnical Engineer:

Not applicable.

.5 Civil Engineer:

Not applicable.

.6 Other consultants:
(List any other consultants retained by the Owner, such as a Project or Program Manager, or scheduling consultant.)

Mechanical and Electrical Engineering:
Design Tree Engineering
601 Carlson Parkway, Suite 1053
Minnetonka, MN 55305

Structural Engineering:
Meyer Borgman Johnson
501 Lake Avenue S, Suite 200
Duluth, MN 55802

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§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address and other information.)

Christopher Hogan, AIA
Miller Architects & Builders, LLC
P.O. Box 1228
St. Cloud, MN 56302

§ 1.1.12 The Architect will retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address and other information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Not applicable.

.2 Mechanical Engineer:

Not appliable.

.3 Electrical Engineer:

Not applicable.

§ 1.1.12.2 Consultants retained under Additional Services:

Not applicable.

§ 1.1.13 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

Init.
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§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in AIA Document C132™–2009, Standard Form of Agreement Between Owner and Construction Manager. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost.

§ 2.6.1 Comprehensive General Liability with policy limits of not less than One Million

($ 1,000,000.00) for each occurrence and in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering owned and rented vehicles operated by the Architect with policy limits of not less than One Million
($ 1,000,000.00) combined single limit and aggregate for bodily injury and property damage.

§ 2.6.3 The Architect may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than Five Hundred Thousand and No/100
($ 500,000.00).

§ 2.6.5 Professional Liability covering the Architect's negligent acts, errors and omissions in its performance of professional services with policy limits of not less than One Million
($ 1,000,000.00)
per claim and in the aggregate.

§ 2.6.6 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary ~~structural,~~ ~~mechanical and electrical engineering~~ services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner and the Construction Manager, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager and the Owner's other consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner, the Construction Manager, and the Owner's other consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit to the Owner and the Construction Manager a schedule of the Architect's services for inclusion in the Project schedule prepared by the Construction Manager. The schedule of the Architect's services shall include design milestone dates, anticipated dates when cost estimates or design reviews may occur, and allowances for periods of time required (1) for the Owner's

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review, (2) for the Construction Manager's review, (3) for the performance of the Owner's consultants, and (4) for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services.

§ 3.1.5 Once the Owner and the Architect agree to the time limits established by the Project schedule, the Owner and the Architect shall not exceed them, except for reasonable cause.

§ 3.1.6 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made without the Architect's approval.

§ 3.1.7 The Architect shall, at appropriate times, in coordination with the Construction Manager, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.8 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval and the Construction Manager's review. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

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§ 3.2.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, identify agreed upon adjustments to the Project's size, quality or budget, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.2.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work pursuant to Section 5.4, the Architect shall prepare Design Development Documents for the Owner's approval and the Construction Manager's review. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.3.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval and the Construction Manager's review. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and the Construction Manager in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions); and (4) compile a project manual that includes the Conditions of the Contract for Construction and may include bidding requirements and sample forms.

§ 3.4.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.4.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7 and request the Owner's approval of the Construction Documents.

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§ 3.5 Bidding or Negotiation Phase Services

§ 3.5.1 General

The Architect shall assist the Owner and Construction Manager in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and Construction Manager in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner and Construction Manager in bidding the Project by

.1 facilitating the reproduction of Bidding Documents for distribution to prospective bidders,

.2 participating in a pre-bid conference for prospective bidders, and

.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents in the form of addenda.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall consult with the Construction Manager and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements, and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner and Construction Manager in obtaining proposals by

.1 facilitating the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;

.2 participating in selection interviews with prospective contractors; and

.3 participating in negotiations with prospective contractors.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall consult with the Construction Manager and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232–2009, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager, or the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully

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completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner and the Construction Manager (1) known deviations from the Contract Documents and from the most recent construction schedule, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and shall notify the Construction Manager about the rejection. Whenever the Architect considers it necessary or advisable, the Architect, upon written authorization from the Owner and notification to the Construction Manager, shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Construction Manager, Owner, or Contractor through the Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A232™–2009, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify an application for payment not more frequently than monthly. Within seven days after the Architect receives an application for payment forwarded from the Construction Manager, the Architect shall review and certify the application as follows:

.1 Where there is only one Contractor responsible for performing the Work, the Architect shall review the Contractor's Application and Certificate for Payment that the Construction Manager has previously reviewed and certified. The Architect shall certify the amount due the Contractor and shall issue a Certificate for Payment in such amount.

.2 Where there are Multiple Prime Contractors responsible for performing different portions of the Project, the Architect shall review a Project Application and Project Certificate for Payment, with a Summary of Contractors' Applications for Payment, that the Construction Manager has previously prepared, reviewed and certified. The Architect shall certify the amounts due the Contractors and shall issue a Project Certificate for Payment in the total of such amounts.

§ 3.6.3.2 The Architect's certification for payment shall constitute a representation to the Owner, based on (1) the Architect's evaluation of the Work as provided in Section 3.6.2, (2) the data comprising the Contractor's Application for Payment or the data comprising the Project Application for Payment, and (3) the recommendation of the Construction Manager, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.3 The issuance of a Certificate for Payment or a Project Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate

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the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.4 The Architect shall maintain a record of the applications and certificates for payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's Project submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals transmitted by the Construction Manager shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved Project submittal schedule, and after the Construction Manager reviews, approves and transmits the submittals, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 After receipt of the Construction Manager's recommendations, and subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect, in consultation with the Construction Manager, shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals transmitted by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect shall review and sign, or take other appropriate action, on Change Orders and Construction Change Directives prepared by the Construction Manager for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such changes shall be effected by written order issued by the Architect through the Construction Manager.

§ 3.6.5.3 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect, assisted by the Construction Manager, shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion prepared by the Construction Manager; receive from the Construction Manager and review written warranties and related documents required by the Contract Documents and assembled by the Contractor; and, after receipt of a final Contractor's Application and Certificate for Payment or a final Project Application and Project Certificate for

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Payment from the Construction Manager, issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner and Construction Manager to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Construction Manager and Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete by the Construction Manager and Architect, and after certification by the Construction Manager and the Architect, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.
(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Services	Responsibility *(Architect, Owner or Not Provided)*	Location of Service Description *(Section 4.2 below or in an exhibit attached to this document and identified below)*
§ 4.1.1 Programming	Architect	
§ 4.1.2 Multiple preliminary designs	Architect	
§ 4.1.3 Measured drawings	Architect	
§ 4.1.4 Existing facilities surveys	N/A	
§ 4.1.5 Site evaluation and planning (B203™–2007)	N/A	
§ 4.1.6 Building information modeling	N/A	
§ 4.1.7 Civil engineering	N/A	
§ 4.1.8 Landscape design	N/A	
§ 4.1.9 Architectural interior design (B252™–2007)	N/A	
§ 4.1.10 Value analysis (B204™–2007)	N/A	
§ 4.1.11 Detailed cost estimating	N/A	
§ 4.1.12 On-site project representation (B207™–2008)	N/A	
§ 4.1.13 Conformed construction documents	N/A	
§ 4.1.14 As-designed record drawings	N/A	
§ 4.1.15 As-constructed record drawings	N/A	
§ 4.1.16 Post occupancy evaluation	N/A	
§ 4.1.17 Facility support services (B210™–2007)	N/A	
§ 4.1.18 Tenant-related services	N/A	
§ 4.1.19 Coordination of Owner's consultants	N/A	
§ 4.1.20 Telecommunications/data design	N/A	
§ 4.1.21 Security evaluation and planning (B206™–2007)	N/A	
§ 4.1.22 Commissioning (B211™–2007)	N/A	
§ 4.1.23 Extensive environmentally responsible design	N/A	
§ 4.1.24 LEED® certification (B214™–2007)	N/A	
§ 4.1.25 Historic preservation (B205™–2007)	N/A	
§ 4.1.26 Furniture, furnishings, and equipment design (B253™–2007)	N/A	
§ 4.1.27 Other:		

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§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

Assist owner in determining project program, and provide schematic design service to achieve final design to transition into development/construction documents. Architect will confirm necessary areas of existing to verify accuracy of owner provided information as required for architectural scope of work.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, building systems, the Owner's schedule or budget for Cost of the Work, constructability considerations, procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;

.2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes or equipment;

.3 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;

.4 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;

.5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner, Construction Manager or the Owner's other consultants or contractors;

.6 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;

.7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;

.8 Preparation for, and attendance at, a public presentation, meeting or hearing;

.9 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.10 Evaluation of the qualifications of bidders or persons providing proposals;

.11 Consultation concerning replacement of Work resulting from fire or other cause during construction; or

.12 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

.1 Reviewing a Contractor's submittal out of sequence from the initial Project submittal schedule agreed to by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders, and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker;

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.5 Evaluating substitutions proposed by the Owner, Construction Manager or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or

.6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 Six (6) visits to the site by the Architect over the duration of the Project during construction

.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 Two (2) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within Eighteen (18) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties and responsibilities as described in AIA Document C132 2009, Standard Form of Agreement Between Owner and Construction Manager. The Owner shall provide the Architect a copy of the executed agreement between the Owner and the Construction Manager, and any further modifications to the agreement.

§ 5.3 The Owner shall furnish the services of a Construction Manager that shall be responsible for creating the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds.

§ 5.4 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. The Owner shall furnish the services of a Construction Manager that shall be responsible for preparing all estimates of the Cost of the Work. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and the Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 5.4.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.6 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as

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applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.7 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the Construction Manager, and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager and Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the contractors' general conditions costs, overhead and profit. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.4 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager

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prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing detailed cost estimating services as an Additional Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work cooperatively to conform the cost estimates to one another.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;

.2 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or

.3 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.2, the Architect, without additional compensation, shall incorporate the required modifications in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility as a Basic Service under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Construction Manager, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising

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from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232–2009, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

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§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

☒ Arbitration pursuant to Section 8.3 of this Agreement

☐ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement, unless the parties mutually agree otherwise. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common issues of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of fact or law whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the

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Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232–2009, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

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§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Architectural fees are budgeted as a fixed fee of $196,875.00.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Not applicable.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Senior Architect	$130.00 Per Hour
Architect	$100.00 Per Hour
Project Designer	$80.00 Per Hour
Interior Designer	$40.00 Per Hour
Drafting Technician	$50.00 Per Hour

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus Zero percent (0 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty	percent (	20	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Forty-Five	percent (	45	%)
Bidding or Negotiation Phase	Five	percent (	5	%)
Construction Phase	Ten	percent (	10	%)
		percent (		%)
Total Basic Compensation	one hundred	percent		(100%)

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The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work prepared by the Construction Manager for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Employee or Category	Rate ($0.00)
Senior Architect	$130.00 Per Hour
Architect	$100.00 Per Hour
Project Designer	$80.00 Per Hour
Interior Designer	$40.00 Per Hour
Drafting Technician	$50.00 Per Hour

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
.3 Fees paid for securing approval of authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, standard form documents;
.5 Postage, handling and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
.8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses; and
.11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0 %) of the expenses incurred.

§ 11.9 Compensation for Use of Architect's Instruments of Service

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

To be negotiated between the parties at such occurrence.

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§ 11.10 Payments to the Architect

§ 11.10.1 An initial payment of Five Thousand and No/100 Dollars ($ 5,000.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty-Five (35) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

All amounts past due will be charged a Finance Charge at the rate of 1-1/3% per month (Annual Percentage Rate of 16%) on the unpaid balance.

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

.1 AIA Document B132™ 2009, Standard Form Agreement Between Owner and Architect, Construction Manager as Adviser Edition

.2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

.3 AIA Document E202™–2008, Building Information Modeling Protocol Exhibit, if completed, or the following:

.4 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

.1 Exhibit "A" Architectural Department Reimbursable Expenses.

.2 Exhibit "B" Certificate of Insurance.

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This Agreement is entered into as of the day and year first written above.

Duluth Public School District 709	Miller Architects & Builders, LLC
OWNER *(Signature)*	ARCHITECT *(Signature)*
Simone Zunich, Executive Director of Business Services and Finance Manager	Christopher Hogan, AIA
(Printed name and title)	*(Printed name and title)*

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.
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EXHIBIT "A"

ARCHITECTURAL DEPARTMENT
REIMBURSABLE EXPENSES

Foam Core Board	
32" x 40" x 3/16" (Black or White)	$8.00/Each
40" x 60" x 3/16" (White)	$13.00/Each
Acetate	$ .55/SF
Sticky Back Sheets	$1.00/Each
Printing	
24" x 36" Black and White	$2.00/Each
30" x 42" Black and White	$2.25/Each
36" x 42" Black and White	$2.50/Each
24" x 36" Color	$4.00/Each
8½" x 14" Color	$3.50/Each
Scanning	$.30/s.f
Mileage	$ .655/Mile
Parking	$ at cost
Meals	$ at cost
Lodging	$ at cost
Postage	$ at cost
Delivery Charges	$ at cost
Photos/Typesetting	$ at cost
Miscellaneous Supplies	$ at cost
Code/Inspector Reviews	$ at cost
Legal Fees/Review	$ at cost
Models, Presentation Drawings, Etc.	$ at cost

Exhibit "B"

Client#: 1869877 MILLEARC2

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/10/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Trisha L. Jorgenson	
USI Insurance Services, LLC 8000 Norman Center Dr, Suite 400 Bloomington, MN 55437 612 509-1001	PHONE (A/C, No, Ext): 612 509-1001	FAX (A/C, No):
	E-MAIL ADDRESS: Trisha.Jorgenson@usi.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Massachusetts Bay Insurance Company	22306
INSURER B : Hanover Insurance Company	22292
INSURER C : The Builders Group of Minnesota	00000
INSURER D : Arch Specialty Insurance Company	21199
INSURER E : Allmerica Financial Benefit Ins. Co.	41840
INSURER F :	

INSURED
Miller Architects and Builders, LLC
P.O. Box 1228
St Cloud, MN 56302

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			ZDXD403933	10/31/2023	10/31/2024	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	X BI/PD Ded: $500						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
E	AUTOMOBILE LIABILITY			AWXD401114	10/31/2023	10/31/2024	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			UHXD404024	10/31/2023	10/31/2024	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED RETENTION $0						PCO Agg Lmt	$5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		180001259	11/01/2023	11/01/2024	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N						E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000
D	Prof E&O			PDCPP0036503	05/08/2023	05/08/2024	$1,000,000; Ded $25,000	
A	Leased/Rented Equ			ZDXD403933	10/31/2023	10/31/2024	$250,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Following endorsements apply to the names/projects listed below only if required by written contract or agreement; GENERAL LIABILITY: Additional Insured For On-Going and Completed Operations, Waiver of Subrogation; per form 421-2915; Automatic Additional Insured For On-Going and Completed Operations; Primary, Non-Contributory; per form 461-0478; AUTOMOBILE LIABILITY: Blanket Additional Insured-Primary and Non Contributory; Waiver Of Subrogation per form 461-0155 09 97; UMBRELLA: Umbrella is a follow form policy; (See Attached Descriptions)

CERTIFICATE HOLDER

Duluth Public School District
709
709 Portia Johnson Drive
Duluth, MN 55811

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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DESCRIPTIONS (Continued from Page 1)

Waiver Of Subrogation per form 475-0231; Umbrella Primary, Non-Contributory, per 475-0467. Evanston Insurance Company Workers' Compensation: The Builders Group Insured Agreement #18-0001259 General Liability Coverage includes: Form 421-4499 Limited Coverage for Designated Unmanned Aircraft Endorsement.

AGREEMENT

THIS AGREEMENT, made and entered into this 29 day of November, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Ricky W. DeFoe, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 11/29/23 and shall remain in effect until 11/30/23, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*
Spirit Plate ceremony/guest speaker for Ojibwe family night at OSL 11/29

3. **Background Check.** *(applies to contractors working independent with students)*

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $ 75 hourly and $ 150 in total.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 704 Fishpening Rd Cloquet, MN, 55720-3383.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Vicky W. Lefore [redacted] 11-29-2023

Contractor Signature SSN/Tax ID Number Date

Program Director 11-29-23

Program Director Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services for review and approval.

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	605	313	305	311
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

Irvine Zmuda 12-4-23

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

AGREEMENT

THIS AGREEMENT, made and entered into this 14 day of November, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Hilary, Pohl, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 11/14/23 and shall remain in effect until 11/30/23, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*

3. **Background Check.** *(applies to contractors working independent with students)*

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $ 60 hourly and $ 240.00 in total.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 4219 Timberridge Lane, Apt B, Duluth, MN 55811.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Hilary Park — [redacted] — 11-10-23

Contractor Signature — SSN/Tax ID Number — Date

Nathan Smith — 11-14-23

Program Director — Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services for review and approval.

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	211	161	366	013
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

Jerome Zurich — 11-20-23

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

List of services performed by contractor

- Facilitate the workshop: Porcupine Earring Making on Friday, November 17th, 2023.
- Provide detailed instructions on the earring making process
- Additional Workshop held at OEMS

CONTRACT ADDENDUM 1

THIS CONTRACT ADDENDUM dated this 29th day of November, 2023

BETWEEN:

Independent School District No. 709

OF THE FIRST PART

- AND –

RESIDENTIAL SERVICES, INC.

OF THE SECOND PART

Background:

A. Independent School District No. 709 and RESIDENTIAL SERVICES, INC (the "Parties") entered into the contract (the "Contract") dated September 6, 2023, for the purpose of Direct Support Professional (DSP) services and special education paraprofessional duties as instructed and trained under the direction of Duluth Public Schools staff, to [redacted]

B. The Parties desire to amend the Contract on the terms and conditions set forth in this Contract Addendum (the "Agreement").

C. This Agreement is the first amendment to the Contract.

IN CONSIDERATION OF the Parties agreeing to amend their obligations in the existing Contract, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to keep, perform, and fulfill the promises, conditions and agreements below:

Amendments

1. The Contract is amended as follows:
   a. The Contract Days: Original contract days not to exceed 169 days and 5 days per week, 3 hours per day.
   This amendment would increase the contract days not to exceed 173 days and 5 days per week, 3 hours per day.

   b. Reimbursement. Original reimbursement was not to exceed $15,210.00.
   This amendment would increase the not to exceed amount to $15,570.00.

No Other Change

2. Except as otherwise expressly provided in this Agreement, all of the terms and conditions of the Contract remain unchanged and in full force and effect.

Miscellaneous Terms

3. Capitalized terms not otherwise defined in this Agreement will have the meanings ascribed to them in the Contract. Heading are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine include the feminine and vice versa. No regard for gender is intended by the language in this Agreement.

Governing Law

4. Subject to the terms of the Contract, it is the intention of the Parties that this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Minnesota, without regard to the jurisdiction in which any action or special proceeding may be instituted.

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

Contractor Signature	SSN or EIN	Date
Jason Crane		11/29/23
Program Director		Date

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

This contract is funded by either (1) the following budget (include full 18-digit code), (2) will be paid using Student Activity Funds or (3) is no cost contract (e.g. Memorandum of Understanding). Please check the appropriate line below:

_____ Check if the contract will be paid using District funds and enter the budget code in the top line below.

01	E	005	416	419	303	000

XX	X	XXX	XXX	XXX	XXX	XXX

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

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

Simone Zunich
CFO/Superintendent of Schools/Board Chair

11-29-23
Date

CONTRACT FOR SERVICES AGREEMENT BETWEEN INDEPENDENT SCHOOL DISTRICT #709 AND RESIDENTIAL SERVICES INC.

THIS AGREEMENT, made and entered into this 6th day of September, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Residential Services Inc., an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 5, 2023 and shall remain in effect until June 6, 2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.**

The Contractor will provide Direct Support Professional (DSP) services and special education paraprofessional duties as instructed and trained under the direction of Duluth Public Schools staff, to [redacted] The responsibility for determining the quantity and frequency of DSP services shall rest with the school district.

The Contractor will complete any clinical documentation of cares delivered as required by the School District and consistent with DSP standards.

The Contractor will orient DSP staff to the Vulnerable Children and Adult Act, infection control and universal precautions, and student plan of care.

The School District will notify the provider in a timely manner of any changes in the time schedule or hours of service.

The School District will furnish Contractor with all records and information relevant to the client for purposes of service being provided.

The School District will furnish Contractor with any relevant school policies.

Fees

The date of service will begin ***September 5, 2023*** and shall not extend beyond ***June 6, 2024,*** the contract not to exceed ***169 days*** and ***5 days per week, 3 hours per day***. The district agrees to

reimburse Residential Services Inc. **$30.00 per hour** for a sum not to exceed ***$15,210.00*** for the time worked with [redacted] while participating in school activities.

3. **Background Check.** *(applies to contractors working independent with students)*

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $30.00 hourly and $ 15,210.00 in total.

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

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

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

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

7. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own

use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to 2900 Piedmont Avenue, Duluth, MN 55811.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature	SSN/Tax ID Number 41-1296663	Date 9/11/23
Program Director Jason Crane		Date 9/7/23

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services for review and approval.

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	416	419	303	000
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair	Date 9/8/23

AGREEMENT

THIS AGREEMENT, made and entered into this 16th day of November, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Lakeside Pres Nursery School, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 12, 2023 and shall remain in effect until May 30, 2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in [redacted] Individualized Education Program (IEP).

Whereas the AGENCY is duly qualified to perform these services for an integrated preschool program as determined by the student's IEP team.

NOW THEREFORE, the parties agree as follows:

The AGENCY shall provide the following services: Preschool programming (3 days per week) Tuesday, Wednesday, and Thursday following the Duluth Schools District calendar.

The AGENCY shall perform these services at: 4430 McCulloch Street, Duluth, MN 55804.

The approximate date the service will begin is September 12, 2023 and shall not extend beyond May 30, 2024; the contract not to exceed a total of 97 Days (attending 3 days per week. The District will pay 3 days per week @ $230.00 per month).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at 709 Portia Johnson Dr., Duluth, MN 55811 on the 15th of each month for the preceding month.

3. **Background Check.** *(applies to contractors working independent with students)*

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $230.00 per month and $2,070.00 in total.

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

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

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

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

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

8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained

in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jason Crane, 709 Portia Johnson Drive, Duluth, MN 55811. Invoices may be emailed directly to ap.vendor@isd709.org.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Lakeside Pres Nursery School at 4430 McCulloch Street, Duluth, MN 55804.

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

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

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

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

Contractor Signature	SSN/Tax ID Number	Date
Jason Crane		11/21/23
Program Director		Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services for review and approval.

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	211	000	393	000
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

Erinne Zmich	11-21-23
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair	Date

AGREEMENT

THIS AGREEMENT, made and entered into this 16th day of November, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Lakeside Pres Nursery School, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 12, 2023 and shall remain in effect until March 13, 2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in [redacted] Individualized Education Program (IEP).

Whereas the AGENCY is duly qualified to perform these services for an integrated preschool program as determined by the student's IEP team.

NOW THEREFORE, the parties agree as follows:

The AGENCY shall provide the following services: Preschool programming (3 days per week) Tuesday, Wednesday, and Thursday following the Duluth Schools District calendar.

The AGENCY shall perform these services at: 4430 McCulloch Street, Duluth, MN 55804.

The approximate date the service will begin is September 12, 2023 and shall not extend beyond March 13, 2024; the contract not to exceed a total of 68 Days (attending 3 days per week. The District will pay 3 days per week @ $360.00 per month).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at 709 Portia Johnson Dr., Duluth, MN 55811 on the 15th of each month for the preceding month.

3. **Background Check.** *(applies to contractors working independent with students)*

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $360.00 per month and $2,520.00 in total.

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

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

a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
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in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jason Crane, 709 Portia Johnson Drive, Duluth, MN 55811. Invoices may be emailed directly to ap.vendor@isd709.org.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Lakeside Pres Nursery School at 4430 McCulloch Street, Duluth, MN 55804.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature	SSN/Tax ID Number	Date
Jason Crane		11/21/23
Program Director		Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services for review and approval.

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	211	000	393	000
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

Brianne Zmuda	11-21-23
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair	Date

AGREEMENT

THIS AGREEMENT, made and entered into this 16th day of November, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Lakeside Pres Nursery School, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 12, 2023 and shall remain in effect until May 9, 2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in [redacted] Individualized Education Program (IEP).

Whereas the AGENCY is duly qualified to perform these services for an integrated preschool program as determined by the student's IEP team.

NOW THEREFORE, the parties agree as follows:

The AGENCY shall provide the following services: Preschool programming (3 days per week) Tuesday, Wednesday, and Thursday following the Duluth Schools District calendar.

The AGENCY shall perform these services at: 4430 McCulloch Street, Duluth, MN 55804.

The approximate date the service will begin is September 12, 2023 and shall not extend beyond May 9, 2024; the contract not to exceed a total of 90 Days (attending 3 days per week. The District will pay 3 days per week @ $230.00 per month).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at 709 Portia Johnson Dr., Duluth, MN 55811 on the 15th of each month for the preceding month.

3. **Background Check.** *(applies to contractors working independent with students)*

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $230.00 per month and $2,070.00 in total.

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

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

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

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

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

8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained

in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jason Crane, 709 Portia Johnson Drive, Duluth, MN 55811. Invoices may be emailed directly to ap.vendor@isd709.org.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Lakeside Pres Nursery School at 4430 McCulloch Street, Duluth, MN 55804.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature	SSN/Tax ID Number	Date
Jason Crane		11/21/23
Program Director		Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services for review and approval.

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	211	000	393	000
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

Erinne Zunich	11-21-23
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair	Date

AGREEMENT

THIS AGREEMENT, made and entered into this 8th day of November, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Hope for Kids Childcare Center, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of October 9, 2023 and shall remain in effect until January 26, 2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in [redacted] Individualized Education Program (IEP).

Whereas the AGENCY is duly qualified to perform these services for an integrated preschool program as determined by the student's IEP team.

NOW THEREFORE, the parties agree as follows:

The AGENCY shall provide the following services: Preschool programming (3 days per week) Monday, Wednesday, and Friday following the Duluth Schools District calendar.

The AGENCY shall perform these services at: 301 W. St. Marie Street, Duluth, MN 55803.

The approximate date the service will begin is October 9, 2023 and shall not extend beyond January 26, 2024; the contract not to exceed a total of 38 Days (attending 3 days per week. The District will pay 3 days per week @ $157.50 per week).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at 709 Portia Johnson Dr., Duluth, MN 55811 on the 15th of each month for the preceding month.

3. **Background Check.** *(applies to contractors working independent with students)*

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $157.50 weekly and $2,362.50 in total.

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

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

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

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

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

8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained

in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jason Crane, 709 Portia Johnson Drive, Duluth, MN 55811. Invoices may be emailed directly to ap.vendor@isd709.org.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Hope for Kids Childcare Center at 301 W. St. Marie Street, Duluth, MN 55803.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Marcia DeMeo-Morse — 84-2085610 — 11/13/2023
Contractor Signature — SSN/Tax ID Number — Date

Josue Crane — 11/9/23
Program Director — Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services for review and approval.

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	211	000	393	000
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

Simone Zmich — 11-13-23
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair — Date

OES000000016750
AC

Regents of the University of Minnesota ("University")
Short Form Services Agreement

Department Name: Institute on Community Integration		**Customer Name:Duluth Public Schools**
Customer Address: Attn: SImone Zunich, 709 Portia Johnson Drive, Duluth, MN 55811		
Phone:218-336-8700 x 1079	**Fax:na**	**Email:**simone.zunich@isd709.org
Dept. ID No.:11249	**I/ESAF No.:ESA000000001341**	(No contract assigned) Do not send to External Sales)
Term Start Date:September 1, 2023		**Term End Date:August 31, 2024**

Description of Services:National Check & Connect trainer will provide in-person technical assistance (co-training and coaching) for a maximum of 8 hours.
Twenty-one (21) sets of Check & Connect Mentor Participant Guides and Manuals are included in this contract.
Please see Exhibit A: Scope of Work for details.

Provide details and pricing (or enter "see attached Exhibit A"):see attahed Exhibit A: Scope of Work

Check One: **Single Sale ☒** **Repeating/Multiple Sale ☐**

Price per Service:	$4404
Sales and Use Tax (if applicable):	$-
TOTAL Compensation:	$4404

1. What the University Will Provide. Under this Agreement, University will provide external sales services as described and for the fee set forth above. In the event the compensation is not a fixed firm price for the services, but instead is set forth on an attached schedule and contains published rates, the University reserves the right to modify the fees set forth thereon effective July 1 of each year of this Agreement.

2. What You Will Receive. You will receive a service, a report indicating the results of your requested services and/or the materials described above.

3. Exclusive Terms and Conditions. These terms and conditions are the sole and exclusive terms and conditions applicable to this Agreement. University objects to, and rejects, all other terms and conditions contained in any document provided by Customer at any time. Any handwritten changes to the terms of this Agreement shall be ignored and have no legal effect unless initialed by both parties. Any performance under this Agreement will be deemed acceptance of these terms and conditions and provisions and specifications on the face and Exhibit A of this Agreement and attachments, if any.

Customer agrees that any additional or different terms and conditions on its documents (acknowledgements, invoices, website, purchase order, etc.) shall not be binding on the University, notwithstanding any legend on such document.

4. Ownership of Materials and Presentation. With respect to any workshop/presentation activities under this Agreement, all materials provided by the University during the presentation shall remain the property of the University. Company is provided a license to use the materials in connection with the workshop/presentation, but Company may not copy or distribute the materials without the express written consent of the University. University further owns all rights to the workshop/presentation and the workshop/presentation shall not be recorded or taped in any form without the express written consent of the University.

5. Disclaimer of Warranty and Liability. WHILE THE SERVICES WILL BE PERFORMED IN A PROFESSIONAL MANNER, UNIVERSITY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE WORK TO BE PERFORMED OR THE DELIVERABLES TO BE PROVIDED. IN NO EVENT SHALL UNIVERSITY BE LIABLE FOR ANY SPECIAL, INDIRECT (INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOST PROFITS, OR LOSS OF DATA), INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OF ANY KIND, RESULTING FROM WHATEVER CAUSE WHETHER IN AN ACTION UNDER THEORIES OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE WORK TO BE PERFORMED OR THE DELIVERABLES TO BE PROVIDED UNDER THIS AGREEMENT. IN NO EVENT SHALL UNIVERSITY'S TOTAL LIABILITY TO YOU FOR ANY AND ALL DIRECT DAMAGES EXCEED THE AMOUNTS PAID TO UNIVERSITY UNDER THIS AGREEMENT.

6. Indemnification and Insurance. You agree to indemnify, defend, and hold harmless University against any and all claims, costs, or liabilities, including attorneys' fees and court costs for any loss, damage, injury, or loss of life arising out of (i) use by you (or any third party acting on behalf of or under authorization from you) of information, reports, deliverables, materials, products or other results of University's work to be performed or deliverables to be provided under this order; or (ii) your infringement of a third party's intellectual property rights or violation of any law, rule, or regulation in the provision of any samples to the University. In the event the services are conducted for commercial use or purpose, you represent that you have in force a policy of general liability insurance, with limits not less than $1,000,000 each occurrence, and you agree to furnish proof of such insurance upon request.

7. Applicable Law and Jurisdiction. Minnesota law, without regard to principles of conflict of laws, will govern these terms and conditions. Any dispute relating to this Agreement shall be heard in state court in Hennepin County, Minnesota and you consent to jurisdiction in such courts for this purpose.

8. Use of University Name. Use of University name, logos and other marks of the University, or of any University employee in any publicity, advertising, or news release without the prior written approval of an authorized representative of the University is prohibited.

By signing below, you are indicating your agreement to the above terms and conditions. If you are submitting this order on behalf of a company or institution, you represent that you have the authority to bind such entity to these terms and conditions. In such a case, references to "you" or "your" shall apply to the entity on whose behalf you are signing.

University	Customer
Signature:_____	Signature: Simone Zunich
Print Name: Kieth Carlson	Print Name:SImone Zunich
Title:Finance Director, CEHD	Title:FInance Manager
Date:	Date: 11-6-23

FORM: OGC-SC109
Form Date: 08.30.12
Revision Date: 11.15.21

INSTITUTE *on* COMMUNITY INTEGRATION | UNIVERSITY OF MINNESOTA

Quote
Check & Connect Materials and On-site Technical Assistance
For Duluth Public Schools
Duluth, MN

Technical Assistance
National Check & Connect trainer will provide in-person technical assistance (co-training and coaching) for a maximum of 8 hours.

The 2012 edition of the *Check & Connect manual,* ***Implementing with Fidelity*** by Sandra L. Christenson, Karen Stout, and Angie Pohl of the University of Minnesota, is an expanded guide to the theoretical foundations, components, elements, and steps for implementing *Check & Connect*.

Check & Connect Mentor Training Participant Guide is an in-depth, competency-based training guide designed to provide Check & Connect mentors with the information, competencies, and skills needed to be an effective Check & Connect mentor at their local site.

Budget

Set of Implementing with Fidelity Check & Connect Manual and 2nd Ed. Mentor Participant Guide	$80 ea.	x 21	$ 1,680
Technical Assistance	$227 per hour	X8	$ 1,816
In state travel			$ 908
Total			**$ 4,404**

- Standard ground shipping charges are included in the cost of the materials.
- Rush shipping charges may apply if order is needed sooner than ground shipping and handling will allow.
- A restocking fee of 10% applies to orders returned after 30 days.

For questions, please contact us toll free at 866-434-0010 or checkandconenct@umn.edu

Social Thinking
MORE THAN 25 YEARS

Speaker's Agreement

1. Speaker and Dates

The following contractor of Think Social Publishing, Inc –EIN #20-5426031 **Kari Zweber Palmer**, will provide a 3-hour custom virtual training (via zoom or another platform) on **November 28, 2023**, for a total speaking fee of **$1,800**.

2. Training Organizer and Billing Information

Contact name of person coordinating the training: Callie DeVriendt

Name of the group and mailing address: Duluth Public School District
709 Portia Johnson Drive
Duluth, MN 55811

Contact business phone number: 218 · 336. 8700 ext. 3359

Cell phone number: _____

Email address: callie.devriendt@isd709.org

If the billing contact person and address is ***different*** from the above, please print clearly the name of the person to whom we are to send the bill, along with their mailing address and contact phone number.

Contact Name: [redacted] Simone Zunich

Business Name: Duluth Public Schools

Billing Address: 709 Portia Johnson Drive
Duluth Minnesota
55811

Billing Phone: _____

Billing Email: ap.vendor@isd709.org
All Invoices will be emailed.

NEW Payment Option: Think Social Publishing, Inc has recently launched a platform that will allow payment to be submitted either by credit card (note that the credit card will be processed in USD) or by checking account via a unique URL. This will be sent along with the invoice, but this payment method is optional.

3. Payment

This contracting group agrees to pay the speaking fee (honorarium) listed above.
Think Social Publishing, Inc will submit an invoice to the training organizer or billing unit within 30 days after the training. Payments should be made out to "Think Social Publishing, Inc." The speaking fees are to be received by Think Social Publishing, Inc within 30 days after the invoice is dated from our office.

4. Hours of Training

Time the speaker starts: **8:30 AM** Time Speaker Ends: **11:30 PM**

5. Deposit and Cancellation

No deposit for the training is currently required. A cancellation fee of 25% of the speaking fee will be charged if cancelled by the training organizer at least 6 months prior to the training day(s). A cancellation fee of 50% of the speaking fee will be charged if cancelled by the training organizer within 0-6 months of the scheduled training day(s). No cancellation fee will be charged if cancellation is due to a natural or large-scale disaster like extreme weather, earthquake, etc. If bandwidth (or if there is an event preventing anyone from logging on, such as a power outage) is an issue for the speaker and/or participants, the speaker and the coordinator will reschedule at no charge.

6. Liability

The speaker is responsible for providing up-to-date research, theoretical and teaching methods to the audience. The speaker also accepts no liability if unable to log in on time due to natural disasters, severe illness, or other circumstances beyond her control. In this event, no speaking fee will be charged to the sponsoring group if we are unable to be present on the day of the training if we have made every effort to be available or have a replacement speak in her place due to extreme illness.

7. Handouts and Copyright

A PowerPoint and any other handouts will be provided to the coordinator by the speaker within one week prior to the talk, or sooner if requested. Your coordinator is responsible for the duplication of all handouts for attendees. The intellectual property, which includes the handout material and talks associated with the handouts, is owned, developed, and copyrighted by Think Social Publishing, Inc. Think Social Publishing, Inc gives permission to the contracting agency to provide a copy of the handouts to each attendee for educational use only. If speakers from Think Social Publishing, Inc are contracted to speak to a group, the group is effectively paying for our speakers to share the content of the work without sharing with or assigning ownership to the contracting agency. If attendees use the information gained in these talks to share it with others in their educational community, they are to attribute the information is from Think Social Publishing, Inc, developed by Michelle Garcia Winner and her team, as well as state the copyright belongs to Think Social Publishing, Inc .

If a PDF of our copyrighted handouts is posted online for the attendees to print out the PowerPoint or any other handouts for themselves, this content is not to be posted until 1 week prior to the event and must be pulled off the conference sponsor's website not later than 1 week after the event.

8. Continuing Education

We do not provide professional development units or CEUs for conferences hosted by others. We suggest that you, as the sponsor, give participants a certificate of attendance. Which can be used with licensing board for proof of attendance.

9. Video

No recording of the video or live session is permitted by anyone in attendance or from the sponsoring organization.

10. Technology

The hosting organization is required to provide the necessary platform (Zoom, Microsoft Teams, etc.) needed for the speaker to conduct the training. If a professional version is required, the host is responsible for the cost of upgrading.

The above information is agreed to by:

11/2/23
Date

Callie DeVriendt
Training Organizer Signature

11/8/23
Date

Pamela Crabtree
Representative from Social Thinking

Carrie DeVicenzo — Printed Name of Training Organizer

PAMELA J CROOKE — Printed Name of Representative of ST

Please return this signed agreement within **two weeks** of receiving it.

Return this signed agreement via email to: **sosteraas@socialthinking.com**

(Electronic signatures are accepted and binding.) Or fax: (408) 557-8594
Questions? Contact me at: **(408) 557-8595 Ext. 302**

Jennine Zurich 11-6-23

AGREEMENT

THIS AGREEMENT, made and entered into this **15th, November 2023_** , by and between Independent School District #709, a public corporation, hereinafter called District, and **Mike Kesner,** an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of _November 15th, 2023 and shall remain in effect until June 30, 2024_ , unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*

Culturally specific drumming, singing, and dancer's services, cultural knowledge and teachings.

3. **Background Check.** *(applies to contractors working independent with students)*

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed_ **($75 hr/per person for 1 drum and 4 singers) $300 (three-hundred dollars) per hour in total.**

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

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)
Mike Kesner 9302 Idaho Street Duluth Mn 55808

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

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

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

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

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

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

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

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

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

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from

operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

[redacted] 9302 IDAHO ST

Contractor Signature SSN/Tax ID Number Date

Duluth MN 55808

Program Director 11-22-2023 Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services for review and approval.

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	605	320	305	340
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

Jerome Zmich 11-29-23

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

Native American Heritage Month Recognition @ Duluth East HS on November 21, 2023 (1 presentations)

Total students = **Program Plan / Budget**

The focus of this school wide presentation is to ***acknowledge the heritage of, create awareness and education of Indigenous peoples.*** As identified in the ***Duluth American Indian Education Department (DAIE) Program Plan*** and to focus on the specific goal areas at this site :

- ***Area 2 : Support Academic Achievement of American Indian Students***
- ***Area 3: Make Curriculum Relevant to the needs, interest, and cultural heritage of American Indian Pupils***
- ***Area 4: Provide positive reinforcement of the self -image of American Indian Pupils***
- ***Area 5: Develop intercultural awareness and education among pupils, parents, staff, and community.***

Budget

1 Drum/ 4 Singer	$ 75 hr/per person x 4 singers = $ 300 @ 3 hours
Total:	**= $ 900**

AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of October, 2023_ , by and between Independent School District #709, a public corporation, hereinafter called District, and **Brian Stillday Jr.,** an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of _October 5th, 2023 and shall remain in effect until June 30, 2024_ , unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*

Culturally specific drumming, singing, and dancer's services, cultural knowledge and teachings.

3. **Background Check.** *(applies to contractors working independent with students)*

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed_**$ 100.00 (One-hundred dollars) hourly /for each performance and $ 8000.00 (eight-thousand dollars) in total.**

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

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) **Brian Stillday 1624 Fox Drive Cloquet MN 5572**

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

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

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

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

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

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

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

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

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

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from

operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature | [redacted] SSN/Tax ID Number | 10-9-23 Date

Program Director | 11/1/2023 Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	605	320	305	340
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair | 11-9-23 Date

Indigenous People's Day Recognition Monday October 9, 2023 @ Lowell School / Myers-Wilkins (2 presentations)

Total students = **Program Plan / Budget**

The focus of this school wide presentation is to ***acknowledge the heritage of, create awareness and education of Indigenous peoples.*** As identified in the ***Duluth American Indian Education Department (DAIE) Program Plan*** and to focus on the specific goal areas at this site :

- ***Area 3: Make Curriculum Relevant to the needs, interest, and cultural heritage of American Indian Pupils***
- ***Area 4: Provide positive reinforcement of the self -image of American Indian Pupils***
- ***Area 5: Develop intercultural awareness and education among pupils, parents, and staff, and community.***

Budget

Drum	$ 100 @ 2 performances = $ 200
Dancers	$ 100 @ 2 performances = $ 200
Total:	**= $ 400**

Jamie de la Cruz
American Indian Home School Liaison **Myers-Wilkins / Lowell Schools**
jamie.delacruz@isd709.org

AGREEMENT

THIS AGREEMENT, made and entered into this 9th day of October, 2023 , by and between Independent School District #709, a public corporation, hereinafter called District, and **Jeremy Wilson**, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of _October 9th, 2023_ and shall remain in effect until June 30, 2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*

Provide culturally specific drumming and singing services, traditional games, activities, and cultural knowledge.

3. **Background Check.** Contractor will not be working independently with students

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed____**$ 75.00 hourly (Seventy-five dollars) hourly / for each performance and $ 6000.00 (Six thousand dollars) in total.**

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

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Jeremy Wilson 111 Morley Parkway Duluth MN 55803

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

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

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

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

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

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

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

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

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

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from

operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature [redacted] SSN/Tax ID Number 11.03.23 Date

Program Director 11/6/2023 Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	605	510	303	340
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

Simone Zunich 11-9-23

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

AGREEMENT

THIS AGREEMENT, made and entered into this _25th_ day of _September, 2023_ , by and between Independent School District #709, a public corporation, hereinafter called District, and ___Dr. Dan Ninham_____, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of __September 25th, 2023____ and shall remain in effect until _June 30th, 2024____ , unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*

3. **Background Check.** *(applies to contractors working independent with students)*

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed **$ 650 (Six hundred - fifty dollars) per day $100 per additional event (out of school time)** and
$ 16, 500.00 in total.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)

__Dan Ninham P.O. Box 652 Red Lake , MN 56671 _____.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature [redacted] SSN/Tax ID Number 9-26-23 Date

Program Director 11/16/2023 Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	605	510	303	340
XX	X	XXX	XXX	XXX	XXX	XXX

_____ **Check if the contract will be paid using Student Activity Funds**

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

Exec. Dir of Finance & Business Services / Superintendent of Schools / Board Chair 11-9-23 Date

Program Plan / Budget - Northern Indigenous Games **Sept. 2023**
American Indian Education **Jamie de la Cruz**

Total Students = **Program Plan / Budget**

The focus of this school / district wide presentation is to ***acknowledge the heritage of, create awareness and education of American Indian people specifically Oneida, Dakota, Anishinaabe tribal knowledge, culture, values, and language.*** As identified in the ***Duluth American Indian Education Department (DAIE) Program Plan,*** and to focus on the specific goal areas at those sites :

Area 2 : Support Academic Achievement of American Indian Students

Area 3: Make Curriculum Relevant to the needs, interest, and cultural heritage of American Indian Pupils

Area 4:Provide positive reinforcement of the self-image of American Indian Pupils

Area 5: Develop Intercultural Awareness and Education among pupils, parents, staff, and community.

Dates:

Northern Indigenous Games with Dr. Dan Ninham @ Duluth Public Schools varies sites. (16 school day presentations throughout the district).
Dr. Dan Ninham is scheduled to come to Duluth Public schools and teach Northern Indigenous games. Dr. Ninham has been requested by Myers-Wilkins and Lowell, Piedmont, Congdon, Lakewood and Rockridge, Lincoln Park, Denfeld, other sites TBD.

Cost : The cost for this presenter is **$650 / per day, and a hotel room for the evening before bookings.** This includes professional development if it occurs within the same school day following student dismissal. **Additional out of school time event, occurring the same day,** (professional development, family or community activity, etc.) **is an additional $ 100.00.**

Budget :	16 days	@	$ 650.00	=	$ 10,400.00
	6 community event	@	$ 100.00 / event (optional)	=	$ 600.00
	16 hotel nights	@	$ 150.00 / night (estimate)	=	$ 2,400.00
Total :	**16 days + 6 community events**			=	**$ 13,400.00**

AGREEMENT

THIS AGREEMENT, made and entered into this 1 day of Nov., 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Amber Burns, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 11/1/23 - ~~$130/24~~ and shall remain in effect until 8/30/24, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*

3. **Background Check.** *(applies to contractors working independent with students)*

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $_____ hourly and $ 2000 in total.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 2215 Hillcrest Drive, Duluth MN 55811.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature [redacted] SSN/Tax ID Number 11/18/23 Date

Program Director 11/18/23 Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	215	298	000	305	438
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair 12-5-23 Date

AGREEMENT

THIS AGREEMENT, made and entered into this 4th day of November, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Keith Hursey, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 11/4/23 and shall remain in effect until 2/20/24, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)* Director for One Act Performances at Denfeld HS

3. **Background Check.** *(applies to contractors working independent with students)*

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $_____ hourly and $ 1000 in total.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 5311 Columbia St Duluth MN 55807

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature [redacted] SSN/Tax ID Number 11/4/23 Date

Program Director 11/4/23 Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	215	298	000	305	438
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair 12-5-23 Date

AGREEMENT

THIS AGREEMENT, made and entered into this 9th day of Nov., 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Tina Weber, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of NOV. 9th 2023 and shall remain in effect until June 30th 2024 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*
Adult Choir Fund Accompanist Deerfield HS

3. **Background Check.** *(applies to contractors working independent with students)*

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $35 hourly and $$1,500 in total.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)

_____

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

[redacted] 11-9-23

Contractor Signature SSN/Tax ID Number Date

Rachel Lopez 11/27/23

Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	215	298	000	305	432
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

Jennine Zunich 12-5-23

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

AGREEMENT

THIS AGREEMENT, made and entered into this 28 day of Nov., 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Molly Hunter, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 11/28/23 and shall remain in effect until 11/28/23, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)* Lowell Performance Native American Heritage Month.

3. **Background Check.** *(applies to contractors working independent with students)*

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $_____ hourly and $ 250.00 in total.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 260 Gagwagim Rd. Cloquet, MN 55720.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Molly Hart [redacted] 11/28/23

Contractor Signature SSN/Tax ID Number Date

Program Director Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services for review and approval.

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	520	298	000	401	433
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

Jennine Zmich 11-30-23

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

AGREEMENT

THIS AGREEMENT, made and entered into this 28 day of November, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Jakob Wilson, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 11/28/23 and shall remain in effect until 12/1/23, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)* Lowell Performance Native American Heritage Month.

3. **Background Check.** *(applies to contractors working independent with students)*

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $_____ hourly and $ 800.00 in total.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 3597 Governors Ave; Ashby, MN, 55704.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature	[redacted] SSN/Tax ID Number	11.28.2023 Date

Program Director	Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services for review and approval.

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	520	298	000	401	433
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair	11-30-23 Date

AGREEMENT

THIS AGREEMENT, made and entered into this 28 day of Nov., 2023, by and between Independent School District #709,. a public corporation, hereinafter called District, and Bound Lake Traditions, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 11/28/23 and shall remain in effect until 11/28/23, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*
Lowell Performance Native American Heritage Month
3. **Background Check.** *(applies to contractors working independent with students)*

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $_____ hourly and $ 250.00 in total.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 8499 Pine Dr. Cloquet, MN 55720.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Chi Mainzer [redacted] 11-28-23

Contractor Signature SSN/Tax ID Number Date

Program Director Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services for review and approval.

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	520	298	000	401	433
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

Erinne Zmich 11-30-23

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

AGREEMENT

THIS AGREEMENT, made and entered into this 28 day of Nov., 20 23, by and between Independent School District #709, a public corporation, hereinafter called District, and Sampson Bros, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 11/28/23 and shall remain in effect until 11/28/23, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*
Lowell Performance Native American Heritage Month

3. **Background Check.** *(applies to contractors working independent with students)*

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $_____ hourly and $ 1000.00 in total.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 6709 41st Ave. N Minneapolis, MN 55427.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature | 81-2221879 SSN/Tax ID Number | 11/28/30 Date

Program Director | Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services for review and approval.

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	520	298	000	401	433
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair | 11-30-23 Date

No Cost Contracts Signed
November 2023

For your information, the Superintendent or the Executive Director of Business Services has signed the following no cost contracts during the above timeframe:

Name	**Contract Source**	**Description**
Wolf Ridge ELC	Congdon ES	Field trip with 125 participants Oct. 11 – 12, 2024
ARCC	Technology	E-Rate consulting services from 7/1/23 to 6/30/24
St. Mary's University	TLE	MOU waiving tuition fees for secondary students

WOLF RIDGE℠ ENVIRONMENTAL LEARNING CENTER

Program Contract

School Groups

Corry Duffy	congdonwolfridge@gmail.com
Congdon Park Elementary 3116 E Superior St, Duluth MN 55812	Is the Coordinator's name correct? If not, please correct below: New Coordinator name: Email Address:

Deposit: You have made a reservation to stay for October 11, 2024 - October 13, 2024 with 125 participants. To hold your reservation we require a deposit of $1,875.00. **This contract is valid for 30 days after receipt.**

Cancellation Policy: Cancellations require 60 days' notice prior to your scheduled arrival date to receive a full deposit refund. *Notify us immediately if you need to cancel this reservation.

By signing below, I agree to the terms listed above:

Printed Name: Kathi Kusch Marshall	**Title:** Principal	
Signed Name Kathi Kusch Marshall	**Date** 11/1/2023	
Billing Contact: Kathi Kusch Marshall **Billing email address:** kathi.marshall@isd709.org	**Billing Address:** 3116 E Superior Street Duluth, MN 55811	
Cardholders Name: [] same as billing contact E Congdon Park (ISD709)	**Cardholders address: [] same as billing address** 709 Portia Johnson Dr. Duluth MN 55811	
Credit Card # 5550 0800 0154 3862	**Exp Date:** 8/25	**CVV:** 141
If unable to pay at this time, when can we expect your deposit?		

Jennine Zunich 11-6-23

Return to: 6282 Cranberry Rd – Finland, MN 55603 or fax to: 218-353-7762

Today's Date: October 26, 2023

Letter of Agency
Regarding E-Rate Consulting Services
From July 1, 2023 through June 30, 2024

The following statements define the level of support provided to **ISD #709 Duluth Public Schools** (hereafter 'the District') by **Arrowhead Regional Computing Consortium** (hereafter 'ARCC') as it relates to filing for E-Rate discounts through the Federal Universal Service Administrative Company/Schools and Library Division (hereafter 'USAC/SLD').

This Letter of Agency covers the discount application process and forms processing services to be provided within the period from **July 1, 2023** through **June 30, 2024.**

- Will distribute E-Rate updates through a group email list as received and deemed appropriate.
- Information will be collected from the USAC/SLD web site and the USAC/SLD weekly News Brief.
- Additional information will be gathered from the State E-Rate Coordinator/E-Rate Central web site and E-Rate Central's weekly news posting.

· **Form 470 (To post services that a district is interested in receiving)**

- Will provide the District with the draft and final copies of the eligible services listing when it is posted by USAC/SLD.
- Will notify the District of timelines for submission of Form 470.
- Will provide the District with a "Form 470 Checklist" to ensure ARCC receives all information required to complete the Form 470.
- Will set up appointments with the District to assist in completing Form 470. Assistance may take the form of email, telephone, WebEx or on-site at ARCC.
- Will provide data entry service on the form 470.
- Will track progress of form and notify the District if meeting the deadline for submission or certification of form is in jeopardy.
- The District will authorize ARCC to certify (submit) the Form 470 after reviewing a Form 470 draft, and is ultimately responsible for meeting the filing deadline and for content of the form.

· **Profile Window (Update EPC with District's current information)**

- Will notify the District when "window" is open for updating profile information as announced by USAC/SLD.
- The District is ultimately responsible for meeting the submission deadline and for the information in the profile.
- Will update the District's profile with the most current enrollment numbers available by the State by the closing of the profile window

· **Form 471 (Actual request for discount)**

- Will notify the District when "window" is open for submission of form 471 as announced by USAC/SLD.
- Will provide the District with a "Form 471 Checklist" to ensure ARCC receives all information required to complete the Form 471.
- Will set up appointments with the District to assist in completing form 471. Assistance can take the form of email, telephone, WebEx or on-site at ARCC.
- Will provide data entry service and will assist with electronic submission to USAC.
- Will track progress of form and notify the District if meeting "window" for submission or certification of form is in jeopardy.

- The District will authorize ARCC to certify (submit) the Form 471 after reviewing a Form 471 draft, and is ultimately responsible for meeting the filing deadline and for content of the form.

· **Program Integrity Assurance (PIA) (USAC/SLD review and analysis of request)**
- At request of the District, will assist in answering PIA questions.
- ARCC tracks PIA requests weekly. However, the ultimate responsibility for responding and meeting the 15-day response deadline rests with the District.

· **Funding Commitment Decision Letter (Official award of E-Rate funding)**
- USAC/SLD will email District and ARCC (if ARCC is listed as consultant) as soon as funding has been awarded. ARCC will follow up that email with instructions on what the next step in the process is.

· **Form 486 (Notifies USAC/SLD that services have begun)**
- Will notify the District when funding is received that they have 120 days to complete this form and will provide the District with step-by-step instructions to certify the form. Or will certify the Form 486 on behalf of the District only IF the District confirms they are CIPA compliant.
- Will track Form 486 progress and notify the District if meeting the deadline for submission or certification of form is in jeopardy.
- The District will certify the Form 486 in EPC and is ultimately responsible for meeting the filing deadline and for content of the form.

· **Form 498 (Provides USAC/SLD with banking information for direct deposit)**
- Will notify District if the Form 498 has not been submitted to USAC/SLD
- The District will submit the Form 498 (and required bank account verification) and is ultimately responsible for ensuring that it's accepted prior to requesting reimbursement from USAC/SLD.

· **Form 472 Billed Entity Applicant Reimbursement (BEAR) (Requests discounts by direct deposit)**
- Will notify the District of the BEAR filing process and deadlines.
- Will offer a workshop at ARCC in the fall to complete the BEAR form/s with ARCC's assistance at no cost to the District.
- After the end of E-Rate service year, will do periodic data downloads to ensure that the District has filed for appropriate discounts and that this step of the process was not overlooked.
- The District will submit the Form 472 and is ultimately responsible for meeting the filing deadline and for content of the form.
- If the District requests assistance, will complete and submit the BEAR forms on behalf of the District; billable on a $150 per hour fee basis.

· **Other**
- Will provide the District with sample bid scoring rubrics provided by USAC/SLD and other sources such as E-Rate Central to ensure they meet the requirements.
- Will work with the District to provide forms and other tools to assist in the E-Rate program as they are developed.
- Will work as an intermediary between the District and the USAC/SLD help desk on questions regarding program rules and procedures.
- Will assist the District if they are selected for an USAC/SLD site visit or audit; billable on a $150 per hour fee basis.
- Will work with the District if an appeal is deemed necessary and possible; billable on a $150 per hour fee basis.

The District certifies that they are a school under the statutory definition of elementary and secondary

schools found in the No Child Left Behind Act of 2001, 10 U.S.C. §7801 (18) and (38), that they do not operate as a for profit business and do not have endowments exceeding $50 million dollars.

The District may terminate this Letter of Agency at any time by notifying ARCC in writing. ARCC may decline to reinstate E-Rate Consulting Services to the District subsequent to such termination.
I understand that the District will be billed an annual fee for basic E-Rate consulting services received from ARCC of $250.00 plus $.21 per pupil unit, based on the most recently completed prior year's final ADM served. SLD site audits, appeals and BEAR completion services provided by ARCC, as identified above are considered above basic services for which an additional fee of $150 per service hour will be billed.

I certify that I am authorized to sign this Letter of Agency. I further certify that to the best of my knowledge, information, and belief, all information provided to ARCC for E-Rate submission is true.

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

Arrowhead Regional Computing Consortium
4884 Miller Trunk Highway, Ste 300
Hermantown, MN 55811

Saint Mary's University of Minnesota Trusted Partner Program

Memorandum of Understanding

This memorandum of understanding is entered into as of 1/8/2024, by and between Saint Mary's University of Minnesota ("University"), with its principal place of business at 2500 Park Avenue, Minneapolis, Minnesota 55404, and Duluth Public Schools, which resides at 709 Portia Johnson Drive, Duluth, MN 55811. Each party hereto will be referred to as, individually a "Party" and, collectively, the "Parties."

1. Benefits Provided by University.

University will provide to each of the Association's current employees identified as members ("Member(s)") who, subsequent to the Effective Date, are admitted to and enrolled in the University, including all online and/or on ground Schools of Graduate & Professional degree programs, certificate programs, and individual courses (all together, "University Services"), a scholarship in an amount equal to the following:

- $50 per credit off the per credit charges for tuition in effect as of the date of enrollment ("Trusted Partner Scholarship") in an undergraduate program
- $70 per credit off the per credit charges for tuition in effect as of the date of enrollment ("Trusted Partner Scholarship") in a master's level program
- $90 per credit off the per credit charges for tuition in effect as of the date of enrollment ("Trusted Partner Scholarship") in a doctoral program.

The University will waive the application fee, provide an expedited enrollment process and certain other benefits related to the Collegiate Partnership Program. Members who were admitted and enrolled in any University programs as part of this Collegiate Partnership Program will have access to support offered through Enrollment and Student Service Representatives who will help ensure a smooth enrollment experience. Members will be afforded access to a web portal designed and branded using a non-exclusive, non-transferable, royalty free limited license use of the trademark, trade name or logo (the "Marks") specific to Duluth Public Schools for the purpose of researching and enrolling in programs at University. Not all University programs are eligible for grants. Contact Admissions at the University to verify if your program is eligible.

University is solely responsible for and maintains all discretion with respect to the nature of the University Services including but not limited to academic programs, admissions and student support services. This includes program or course offering substitution, or cancellation of any program and its academic and administrative requirements which may be changed or modified at any time in its sole discretion. University will consider admission of Members to University on the same terms and conditions as any other applicant to the University; all Members who are admitted to and enrolled in the University must comply with all academic and administrative requirements of the University.

2. Association Contributions.

Association will communicate to its Members the availability of University programs and services, based upon information provided by the University. Association will establish on its internal website or portal a link to a designated University website for purposes of allowing Members to access information about University programs and services including, without limitation, the programs, applications, academic requirements, and the like, and to take any other actions or promotional activities to aid in communicating the University programs and services to its Members as agreed to by the parties. Additionally, as a collegiate partner with Saint Mary's University of Minnesota, your organization agrees to provide active promotion of the partnership to its employees to include but not be limited to:

- Initial communication to employees via email regarding the announcement of the partnership (electronic links, email templates and/or logos to be provided by Saint Mary's University of Minnesota).
- Placement of brochures, fliers, posters, or other promotional material in employee gathering areas (materials to be provided by Saint Mary's University of Minnesota).
- Listing of the award in organization's benefits packages (this could pertain to the above mentioned "internal website" listing).
- Allowing University representatives on site for tabling events (when applicable) and/or to host face-to-face question and answer sessions with employees at a date/time agreed upon by both parties.

3. Terms and Conditions.

Governing Law. This agreement will be governed by and construed under the laws of the State of Minnesota, which will also be the forum for any lawsuit between parties arising from or incident to this Agreement.

Relationship between the Parties. Nothing in this Agreement shall be deemed to make University and Association partners or to create a relation of principal and agent between them, nor shall either party be bound by any representation, act or omission of the other made contrary to the provisions of this Agreement.

Indemnification. Association shall indemnify and hold the University, its Trustees, officers, agents, and members harmless against any and all claims, demands, damages, liabilities and costs which directly or indirectly result from, or arise in connection with, any negligent act or omission of Association, its agents, or members, pertaining to its activities and obligations under this Agreement.

Licenses. University hereby grants Association a limited and non-exclusive, revocable royalty-free license to use University's names, logos, service marks or trademarks, in Association's marketing and other promotional materials, solely for purposes of performing this Agreement and subject to University's prior written approval of each such use. Association authorizes the University to use and display Association's name on University's public websites as an education alliance partner of University.

The licenses granted herein will terminate upon the termination of this Agreement. Except as stated herein, no other rights or licenses with respect to any intellectual property are granted under this Agreement.

Limitation of Liability. In no event will either Party be liable to the other for any indirect, incidental, exemplary, special or consequential damages whatsoever (including damages for loss of profits, income or saving, or interruption of business) even if advised of the possibility of such damage.

Confidentiality. For the purposes of this Agreement, the term "Confidential Information" shall mean all information concerning either party or any of its businesses, assets, products, services, members, or customers (including students), or of any third party that is in the possession of the receiving party, that is designated as confidential or proprietary or that is customarily or legally required to be protected from public disclosure, regardless of whether such information is provided orally, in writing or other tangible form, via email or in electronic form, or is obtained through visual observation. The parties acknowledge that all Confidential Information that it receives from the other party is confidential and proprietary. The receiving party shall use Confidential Information only to the extent necessary to perform the services set forth herein and for no other purpose whatsoever. The receiving party shall not disclose or permit access to Confidential Information to any third party without the written consent of the disclosing party, and subject to confidentiality obligations no less stringent than those set forth herein. All Confidential Information shall be returned or destroyed promptly upon termination of the Agreement or upon request.

Term and Termination. This agreement will commence on the January 8, 2024 and be in effect for two (2) years therefrom, unless terminated prior to that date, with or without cause, at any time, with a semester's prior written notice to the other party or immediately upon a material breach of the terms herein. After 2 years this MOU will renew automatically for successive one-year terms.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

UNIVERSITY

Saint Mary's University of Minnesota

By:_____

ASSOCIATION

Duluth Public Schools

By: Jennine Zunich

Name: Matthew Gerlach, Ph.D.

Name:
Title: Interim Provost and Dean of Faculties Title:

SAINT MARY'S UNIVERSITY OF MINNESOTA
Schools of Graduate and Professional Programs, 2500 Park Avenue, Minneapolis, MN 55404-4403 USA

Revenue Contracts Signed
November 2023

For your information, the Superintendent or the Executive Director of Business Services has signed the following revenue contracts during the above timeframe:

Name	Amount or Estimated Amount*	Contract Source	Description
Northland Foundation	$17,500.00	ECFE	MOU – funds will be used for building the capacity of informal caregivers to enhance their skills, promoting children's healthy physical and social emotional development

NORTHLAND FOUNDATION

Northeastern Minnesota Family, Friend, and Neighbor Child Care Provider Outreach and Support Initiative

Memorandum of Understanding (MOU)

Between Northland Foundation
and Duluth Public Schools ECFE

This Memorandum of Understanding ("**MOU**") sets forth the terms and understanding between the Northland Foundation and Duluth Public Schools ECFE ("**Implementation Partner**") to implement the Northeastern Minnesota Family, Friend, and Neighbor ("**FFN**") Child Care Provider Outreach and Support Initiative with funding support from the State of Minnesota Department of Human Services ("**State**").

Purpose, Scope, and Background - The Northland Foundation and 10+ community-based implementation partners will conduct outreach to reach FFN's and provide community-based education sessions ("**Play and Learns**") for FFN caregivers and Legal Non-Licensed ("**LNL**") providers in targeted sites across northeastern Minnesota. In addition to the community-based implementation partners, Northland Foundation will also be working closely with other partners including the Center for Inclusive Child Care, Child Care Aware Minnesota – Northeast District, and County/Tribal Child Care Licensors.

The overall goal of the **Family, Friend, and Neighbor Child Care Provider Outreach and Support Initiative** is to build the capacity of informal caregivers to enhance their skills to promote children's healthy physical and social emotional development. The Northland Foundation is serving as the umbrella organization providing administrative leadership, training, technical assistance, peer learning, and evaluation. Each implementation partner will conduct outreach during activities and community events, plan and implement Play and Learns engaging FFN caregivers and young children in their communities and participate in regional learning community meetings and training sessions.

1. Northland Foundation Responsibilities Under this MOU - The Northland Foundation shall undertake the following activities:

- Provide leadership to oversee the implementation of this regional initiative, including ongoing training, technical assistance, technology assistance, and other support.
- Support 10+ community-based Implementation Partner Sites as they conduct outreach, and plan and coordinate Play and Learns engaging FFN caregivers and young children.
- Work with Training Partners to support FFN caregivers served by the Implementation Partners.
- Design and support culturally appropriate program monitoring, evaluation, and learning for the Regional Collaborative and participate in state-led evaluation activities.
- Design needs assessment tools to gather ongoing information from FFN caregivers from racially, culturally, and geographically diverse communities.
- Create joint marketing and outreach strategies, and support outreach to engage FFN caregivers in community-based education sessions, and information sessions and training needed to become a Legal Non-Licensed provider.
- Hold Regional Learning Community Meetings and Trainings with Implementation Partners.

2. Implementation Partners' Responsibilities Under this MOU – Duluth Public Schools ECFE shall undertake the following activities as a partner in the Family, Friend, and Neighbor Child Care Provider Outreach and Support Initiative over the 18-month implemented period:

- Conduct outreach activities such as tabling at community events/gatherings, outreach surveys to learn about the needs of FFNs, and other outreach efforts including Make and Takes and larger community events that are engaging parents and caregivers of young children.
- Plan, coordinate, and promote 15-20 community-based Play & Learn Sessions engaging FFN caregivers and young children. Play and Learns should be free, held for 1-2 hours, share available resources, and focus on specific topics that support the physical and social-emotional development of children. Please note, Play & Learns should be organized throughout the 18-month grant period to support consistency of opportunities for FFN caregivers.
- Recruit FFN caregivers with the goal of building consistent, supportive, and trusting relationships, offer training and information, as well as help connect them with community resources.
- Work in partnership with the Northland Foundation to share information with FFNs on how to become a LNL and its benefits.
- Adhere to State subrecipient obligations in the Health and Human Services Grants Policy Statement (Attachment A).
- Track participation, participate in evaluation activities, and maintain project records and receipts.
- Participate in Northland Foundation learning community meetings and trainings.
- Complete Quarterly Financial Reports and Program Reports. Reports are due as follows:

Service Period	Reports Due
12/1/2023 - 3/31/2024	April 12th, 2024
4/1/2024 - 6/30/2024	July 11th, 2024
7/1/2024 - 9/30/2024	October 10th, 2024
10/1/2024 – 12/31//2024	July 12th, 2024
1//1/2025 - 3/31/2024	October 12th, 2024
4/1/2024 - 6/30/2024	July 11th, 2024
7/1/2024 – 9/30/2024	October 10th, 2024
10/1/2024 – 12/31/2024	January 9th, 2025
1/1/2025 – 3/31/2025	April 10th, 2025
4/1/2025 – 6/30/2025	July 10th, 2025

3. Commercial Automobile Liability Insurance – Implementation Partner is required to maintain insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance, or use of all owned, hired, and non-owned autos which may arise from operations under this contract. Minimum insurance limits are as follows: $2,000,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage. In addition, the following coverages should be included: Owned, Hired, and Non-owned Automobile. ***Please note: This only applies if the subcontractor staff members involved in this project are driving a client in their own personal vehicle.***

4. Nondiscrimination – Implementation Partner will not discriminate against any person on the basis of the person's race, color, creed, religion, national origin, sex, marital status, gender identity, disability, public assistance status, sexual orientation, age, familial status, membership or activity in a local commission, or status as a member of the uniformed services. Implementation Partner will ensure that all of its employees

and agents comply with Minnesota Management and Budget Policy #1329 (Sexual Harassment Prohibited) and #1436 (Harassment and Discrimination Prohibited).

5. Funding Support – The Northland Foundation will provide Duluth Public Schools ECFE $17,500 for the period of which this MOU becomes effective up until it expires.

6. Effective Date – This MOU is effective on December 1st, 2023 or the date Northland Foundation obtains all required signatures of the authorized officials of the participating parties, whichever is later.

7. Expiration Date – This MOU is valid through June 30th, 2025, or until all terms and understanding set forth in this MOU have been satisfactorily fulfilled, whichever occurs first.

8. Key Contact Information – Please provide the key contact for this project:

Jen Jaros Early Childhood Family Ed Coordinator - ISD 709
Project Coordinator Name, Title, and Organization

218-336-8700 x 2828 jennifer.jaros@isd709.org
Telephone Email

9. Fiscal Agent (if applicable) _____

10. Signatures - Please have this MOU signed by the appropriate person in your organization. By signing below, the parties agree to the terms and conditions contained in this MOU.

Implementation Partner Signature, Title — Date: December 4, 2023

Zane Bail, Chief Operating Officer
Northland Foundation — Date

Grant Applications

November 2023

For your information, the Assistant Superintendent and/or the CFO, Executive Director of Business Services have approved the following grant applications during the above month:

Organization	Author/Contact	Project Title	Amount Requested	Terms
Peter R. Marsh Foundation	Shofita Baych	LPMS Co-Band Teacher/Music Department	1,000	Chantelle and I are looking to diversify our music library to include more composers of color, women composers, and more. This money would be a great start to that