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. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Approval of the Agenda**
5. **School and Community Recognition**
6. **Outgoing School Board Member Recognition**
7. **Audit Presentation** **3**
8. **Public Comment**
9. **Reading Communications, Petitions, Etc.**
10. **Report of the Superintendent**
    - A. Reports from Student School Board Representatives 16
    - B. Superintendent's Report - verbal
    - C. Schedule of Meetings and Events 17
11. **Report of Standing Committees**
    - A. Committee of the Whole
        - 1) Monthly Committee of the Whole *(December 5, 2023)* 18
    - B. Human Resources/Business Services Committee *(December 12, 2023)* 93
    - C. Policy Committee *(December 5, 2023)* 283
12. **General Board Committee Updates**
13. **Consent Agenda** **357**
14. **Resolutions from Committee Reports**
    - A. B-12-23-3998 - Certified Tax Levy 2023 Payable 2024 840
    - B. B-12-23-3999 - Resolution Authorizing the Issuance of Taxable General Obligation Refunding Bonds Series 2024A 841
    - C. B-12-23-4000 - Resolution Establishing 2024 Combined Polling Places in the Duluth Public School District 844
    - D. B-12-23-4001 - Acceptance of Donations to Duluth Public Schools 846
15. **Special Resolutions and Action Items**
    - A. SP-12-23-4002 School Board Member Attendance at 2024 MSBA Leadership Conference 847
    - B. SP-12-23-4003 School Board Member Attendance at MSBA Learning to Lead Workshop Series and Officers' Workshop 848
    - C. HR-12-23-4004 Non-Certified Business Division Administrators' Association (NCBAA) Collective Bargaining Agreement 849
16. **Questions / Other**

17. **Adjournment**

Independent School District No. 709
Audit Presentation
Year Ended June 30, 2023
Wipfli LLP

WIPFLi LLP
CPAs and Consultants

Auditor Responsibility

- Issue an opinion on the basic financial statements
- Report on compliance and internal controls over financial reporting
- Report on compliance and internal controls over federal programs – Uniform Guidance
- Report on compliance with Minnesota statutes tested

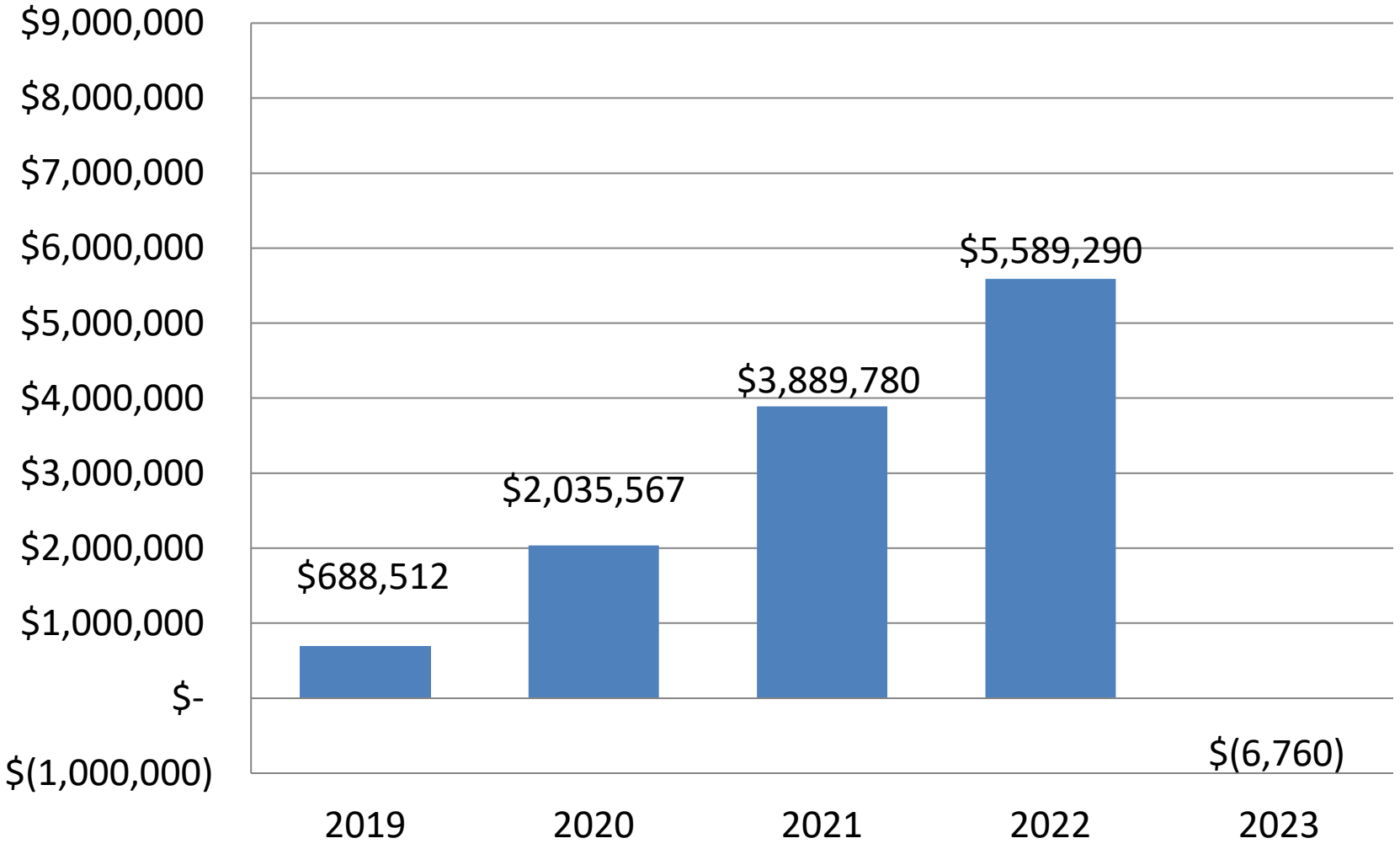
WIPFLi LLP
CPAs and Consultants

Auditor Results

- Unmodified opinion on the basic financial statements
- Internal controls findings over financial reporting (Material Weaknesses)
  - Audit adjustments/Reconciliation of Significant Accounts
  - Financial Statement Presentation and Disclosure
- No compliance or internal controls finding over federal programs
- No noncompliance with Minnesota statutes tested

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General Fund - Unassigned Balance



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General Fund – Fund Balances

	June 30, 2022	Change	June 30, 2023
Nonspendable			
Inventory	$ 24,293	44,481	$ 68,774
Restricted for:			
Student activities	363,546		363,546
Staff development	313,515		313,515
Teacher development & evaluation	16,729		16,729
Safe schools - crime levy	467,364	9,125	476,489
Gifted and talented		12,682	12,682
Operating capital	1,837,820	(152,272)	1,685,548
Basic skills	773,052	(638,918)	134,134
ALC	11,367		11,367
LTFM	1,553,883		1,553,883
Medical assistance	571,370	(371,510)	199,860
Assigned			-
Textbooks	1,960,610		1,960,610
Equipment	1,059,000		1,059,000
Severance - insurance premiums	4,100,000		4,100,000
Property		7,653,600	7,653,600
Instructional equipment	1,573,359		1,573,359
Special programs	510,000		510,000
Student activities	887,350		887,350
Unassigned	5,589,290	(5,596,050)	(6,760)
Total	$ 21,612,548	$ 961,138	$ 22,573,686

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Overview of General Fund Variances from Budget to Actual

Explanation:

Revenue over budget due to receiving over $7.6M in the sale of land, buildings and equipment.

Expenditures over budget due to ESSER spending, special education and transportion.

General Fund

Results of Operation

Results of Operation	Budget	Final	Over (Under) Budget
Revenues	$ 132,753,808	$ 134,165,887	$ 1,412,079
Total revenue	132,753,808	134,165,887	
Expenditures	132,640,038	140,887,463	8,247,425
Total expenditures	132,640,038	140,887,463	
Excess (deficiency) of revenues over expenditures	113,770	(6,721,576)	(6,835,346)
Other financing sources			
Transfers in	-	-	-
Transfers out	-	(1,637)	(1,637)
Sale of capital assets	-	7,653,600	7,653,600
Net change in fund balance	$ 113,770	930,387	$ 816,617
Fund balance, June 30, 2022		21,612,548	
Fund balance, June 30, 2023		$ 22,542,935	

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Food Service Fund

Results of Operation and Fund Balances

Results of Operation	Budget	Final	Over (Under) Budget
Revenues	$ 3,985,000	$ 4,813,791	$ 828,791
Expenditures	4,427,347	4,649,408	222,061
Net change in fund balance	$ (442,347)	164,383	$ 1,050,852
Fund balance, June 30, 2022		2,067,517	
Fund balance, June 30, 2023		$ 2,231,900	
Fund Balance			
Nonspendable			
Inventory		$ 98,667	
Restricted		2,133,233	
Total		$ 2,231,900	

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Community Service Fund
Results of Operation and Fund Balances

Results of Operation	Budget	Final	Over (Under) Budget
Revenues	$ 8,537,211	$ 8,838,406	$ 301,195
Expenditures	8,950,129	8,410,707	539,422
Net change in fund balance	$ (412,918)	427,699	$ 840,617
Transfer		1,637	
Fund balance, June 30, 2022		1,825,520	
Fund balance, June 30, 2023		$ 2,254,856	
Fund Balance			
Restricted			
Community education		$ 1,681,401	
Early childhood family education		266,987	
Adult basic education		249,695	
School readiness		56,773	
Unassigned		-	
Total		$ 2,254,856	

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Capital Projects Fund

Results of Operation and Fund Balance

Results of Operation	Budget	Final	Over (Under) Budget
Revenues	$	$ 395,558	$ 395,558
Expenditures	21,472,543	18,767,569	(2,704,974)
Excess (deficiency) of revenues over expenditures	$(21,472,543)	(18,372,011)	$ (2,309,416)
Insurance recovery		136,693	136,693
Net change in fund balance	$(21,472,543)	(18,235,318)	$ (2,172,723)
Fund balance, June 30, 2022		30,526,104	
Fund balance, June 30, 2023		$ 12,290,786	
Fund Balancves			
Restricted			
Projects funded by COP		$ 12,290,786	
Total		$ 12,290,786	

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Debt Service Fund

Results of Operation and Fund Balance

Results of Operation	Budget	Final	Over (Under) Budget
Revenues	$ 24,571,443	$ 22,548,851	$ (2,022,592)
Expenditures	24,691,485	24,325,884	365,601
Excess (deficiency) of revenues over expenditures	(120,042)	(1,777,033)	(1,656,991)
Net change in fund balance	$ (120,042)	(1,777,033)	$ (1,656,991)
Fund balance, June 30, 2022		4,495,681	
Fund balance, June 30, 2023		$ 2,718,648	
Fund Balancves			
Restricted			
Bond refunding		16,432	
Debt service		2,702,216	
Total		$ 2,718,648	

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Outstanding Debt

G.O. Bonds	Balance 06/30/22	New Debt	Principal Paid	Balance 06/30/23
$44,320,000 G.O. Refunding Bonds, Series 2015B	$ 28,435,000		$ 4,275,000	$ 24,160,000
$31,497,602 G.O. Capital Appreciation Bonds, Series 2021C	31,497,602			31,497,602
$10,035,000 G.O. Facilities Maintenance Bonds, Series 2021D	10,035,000		$ 1,820,000	8,215,000
Total G.O. Bonds	69,967,602		6,095,000	63,872,602
Certificates of Participation				
$82,605,000 Certificates of Participation, Series 2016A	50,250,000		6,865,000	43,385,000
$41,715,000 Full Term Refunding Certificates of Participation, Series 2019B	30,065,000		4,155,000	25,910,000
$2,710,000 Full Term Refunding Certificates of Participation, Series 2019C	1,895,000		280,000	1,615,000
$18,385,000 Full Term Refunding Certificates of Participation, Series 2021A	16,815,000		1,550,000	15,265,000
$5,070,000 Refunding Certificates of Participation, Series 2021B	4,580,000		435,000	4,145,000
$24,130,000 Refunding Certificates of Participation, Series 2019A	20,385,000		1,260,000	19,125,000
Total Certificates of Participation	123,990,000		14,545,000	109,445,000
Total Debt Outstanding	$ 193,957,602	$ -	$ 20,640,000	$ 173,317,602

Thank you for your time

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The holiday cheer has certainly been felt within the halls of Denfeld! Students have been showing their support for the community with several fundraisers over the past month such as coin wars; a grade VS grade fundraiser put on by Key Club where all the proceeds go to a Denfeld family in need to help with Christmas expenses, cats vs dogs; a fundraiser put on by NHS where students can bring in new cat or dog food, collars, and other supplies, or plain cash donations, all of which will be donated to Animal Allies over break, and a WIN gift drive; each WIN was provided with a list of things a local branch of The Salvation Army is in need of and which ever WIN donates the most items from their list will earn a party when they get back from break! This week we kicked off our “Ho Ho Holiday week” with dress up themes and activities after school happening all week! On Monday we had our annual Holiday Concert featuring the Denfeld bands, choirs, and orchestra where each group played holiday themed pieces! As guests walked into our historic panel lobby they were greeted by the old clock tower spire! The spire, originally constructed in 1926 was almost thrown away when the clock tower repairs were happening but it was ultimately saved by one of the building engineers! Now the spire sits proudly in the corner of the historic panel lobby to remind students and staff how much history our beautiful building really holds. Today we performed a shortened version of the concert for local elementary and middle school students, there were over 500 kids in attendance! Tomorrow we will be doing the same thing for our very own staff and students at our holiday assembly. That is all for Denfeld at this time.

Schedule of Meetings and Events

All meetings will be held at: **District Services Center, 709 Portia Johnson Drive, Duluth, MN 55811**. *(Unless otherwise noted)*.

Public Comment Guidelines

The Schedule of Meetings and Events is Subject to Change.

Week of December 18 - December 22, 2023

Tuesday	December 19, 2023	6:00 p.m.	Truth in Taxation Hearing
Member Oswald will be attending remotely from 615 N. 56th Ave W, Duluth, MN 55807			
Tuesday	December 19, 2023	6:30 p.m.	Regular School Board Meeting*
Member Oswald will be attending remotely from 615 N. 56th Ave W, Duluth, MN 55807		*(or immediately following Truth in Taxation Hearing)*	

Week of December 25 - December 29, 2023

None

Week of January 1 - January 3, 2024

Tuesday	January 2, 2023	4:30 p.m.	Annual Organizational Meeting*

Week of January 8 - January 12, 2024

Tuesday	January 9, 2023	3:30 p.m.	Policy Committee
Tuesday	January 9, 2023	4:30 p.m. *(or immediately following Policy Committee)*	Monthly Committee of the Whole

Week of January 15 - January 19, 2024

Tuesday	January 16, 2023	4:30 p.m.	HR/Business Services Committee

Week of January 22 - January 26, 2024

Tuesday	January 23, 2023	6:30 p.m.	Regular School Board Meeting*
Thursday	January 25, 2023	4:00 p.m.	School Board Work Session

**If a Regular School Board meeting is canceled and cannot be held on the regularly scheduled date listed above, due to weather or unforeseen circumstances, it will be held the very next day at the same time and location.*

Office of the Superintendent
December 15, 2023

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!

Families are the child's first teacher

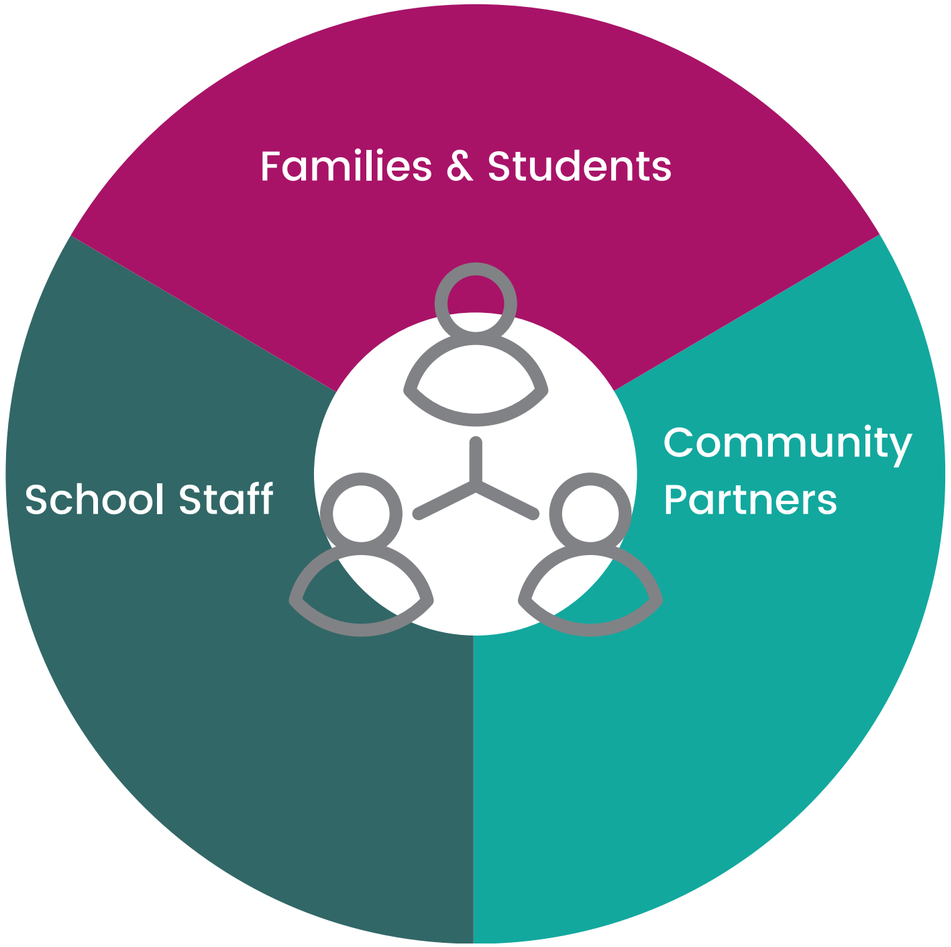
Families are the experts on their needs



<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









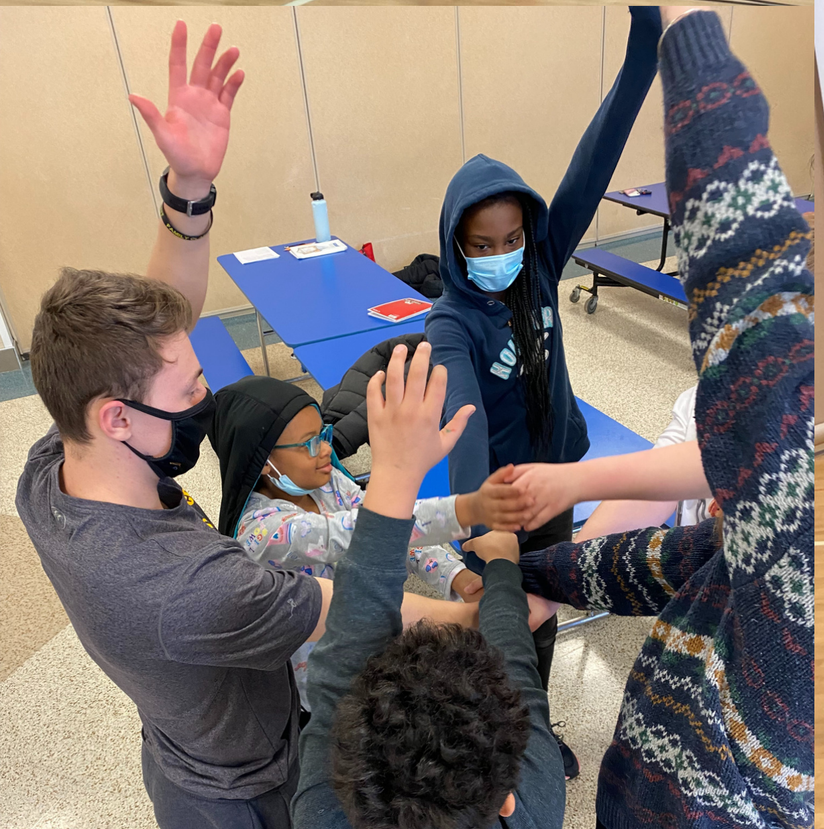









SPALDING
EXCEL
TF500
ALL SURFACE







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

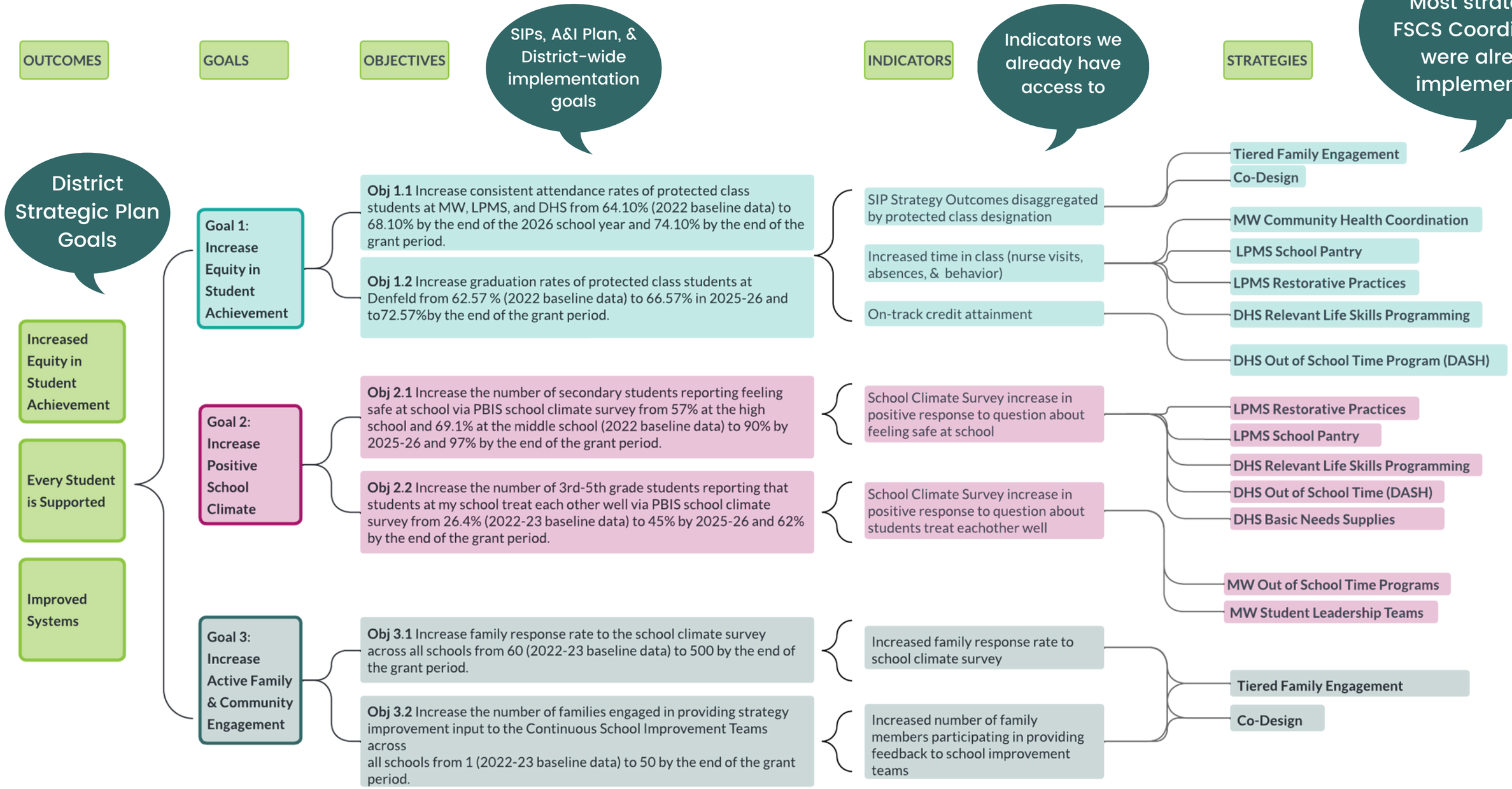
Especially in the areas of

- **Equity in Student Achievement**
- **School Climate**
- **Family Engagement**

Strategy Map

Goals, Objectives, Measurable Indicators, & Strategies

STARTED HERE: Most strategies FSCS Coordinators were already implementing



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.

















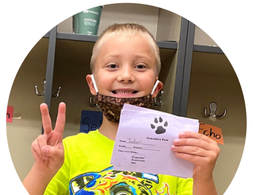













Thank You!

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

Tonight's Agenda

Overview of WBWF

Our Plan - Goals and Strategies

Additional Feedback / Future Considerations

Next Steps

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

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

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

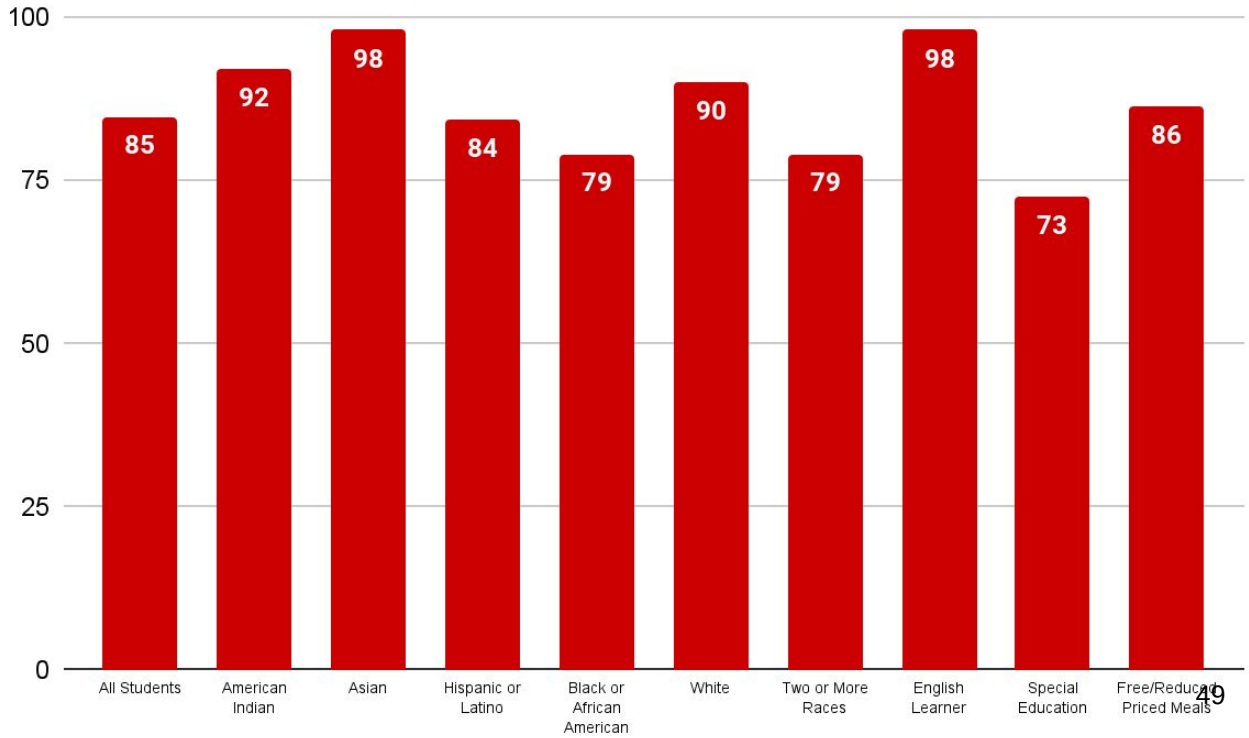
Reviewed feedback from WBWF advisory committee; revised plan to reflect feedback

*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

Kindergarten Readiness Goal

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.).

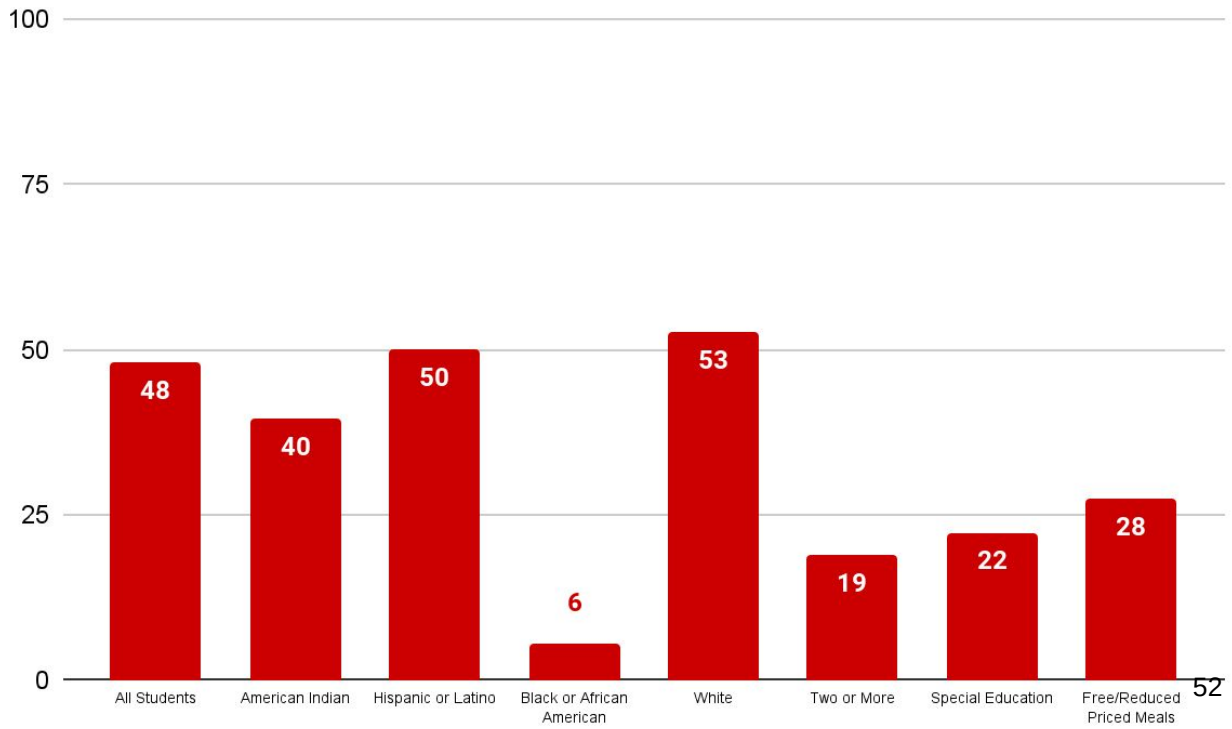
Improving Systems

- 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*

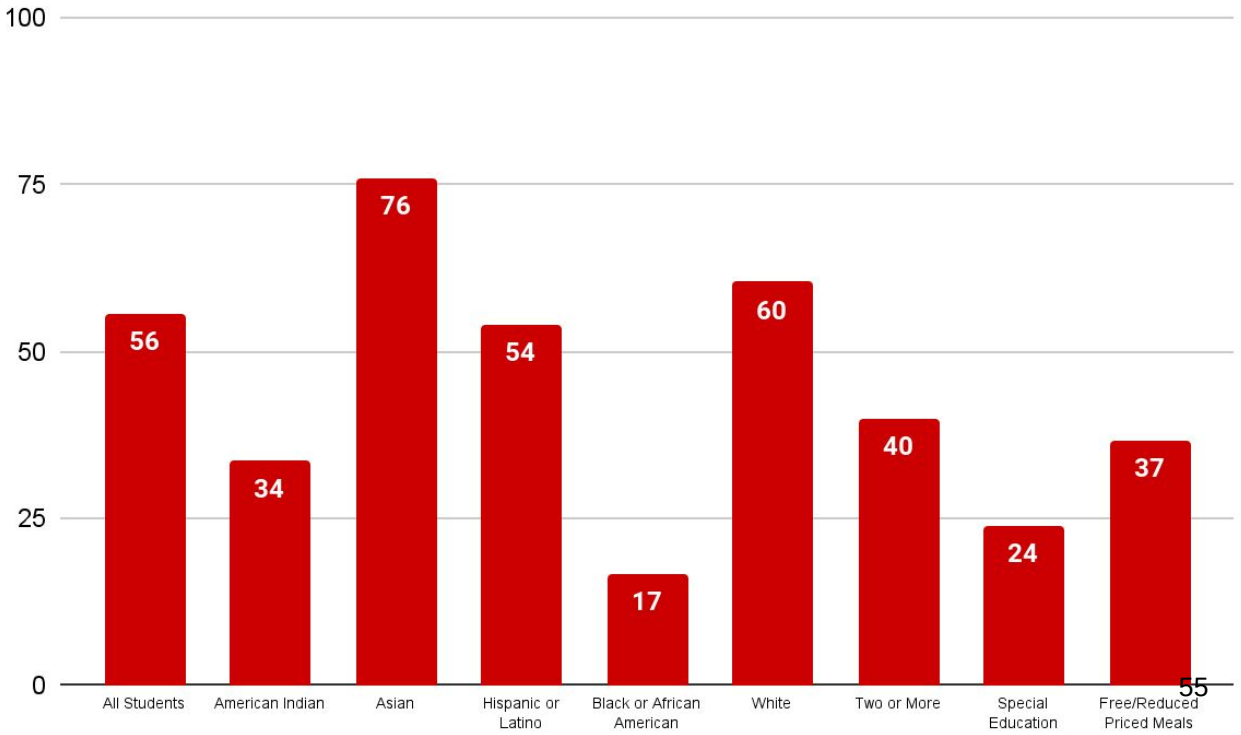
Improving Systems

- Review and monitor effective use of data to guide teaching and learning

Achievement Gap - Reading

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%

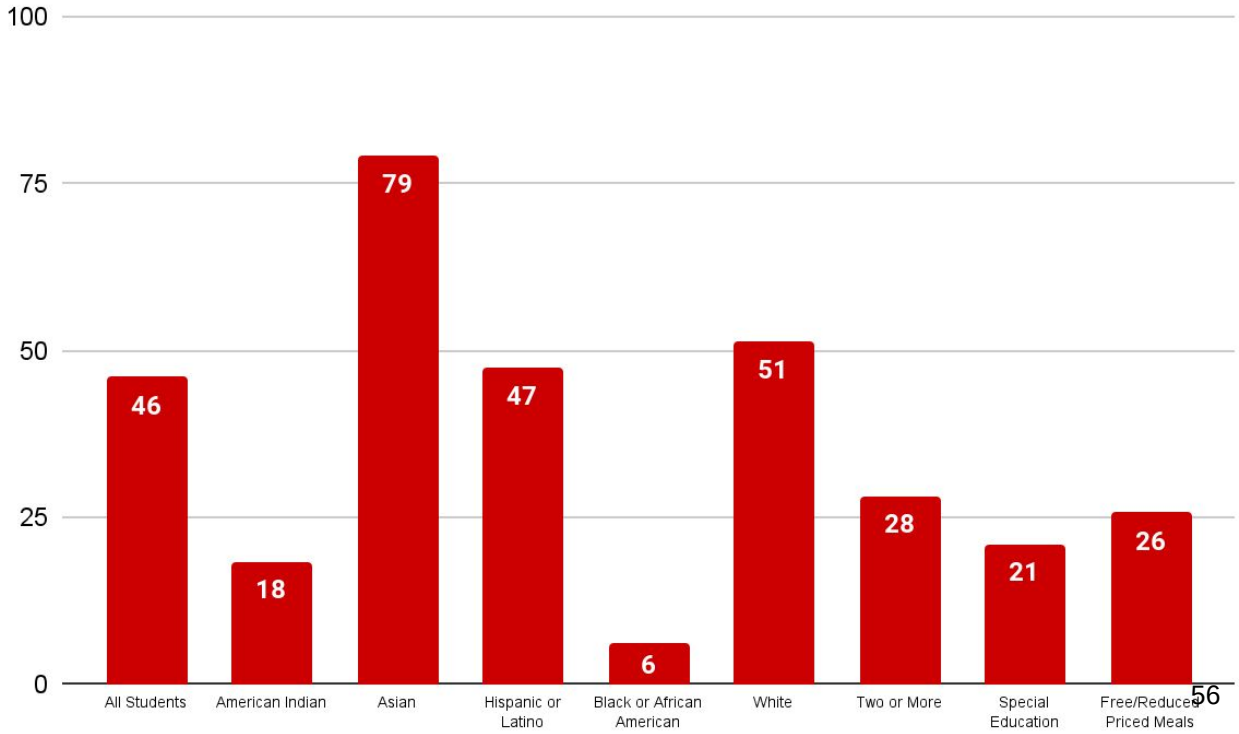


Met: American Indian, Asian, Hispanic

Achievement Gap - Math

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%



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)

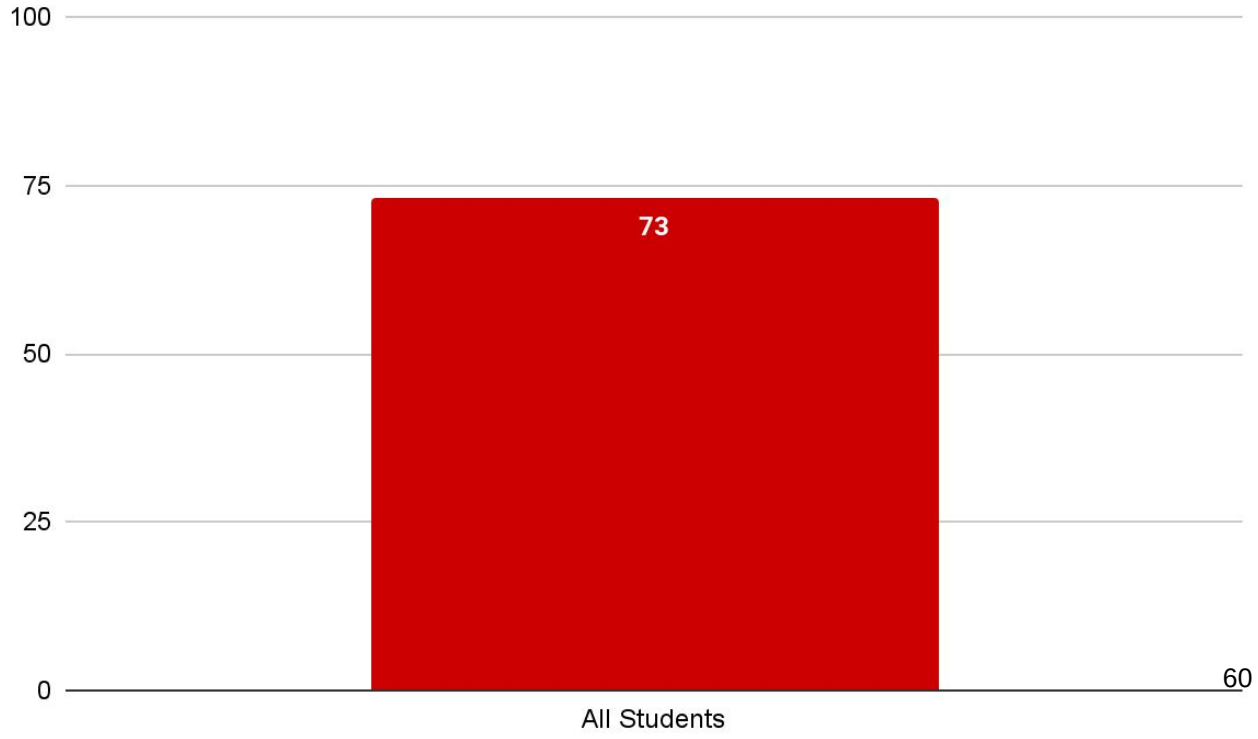
Achievement Gap Strategies

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

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

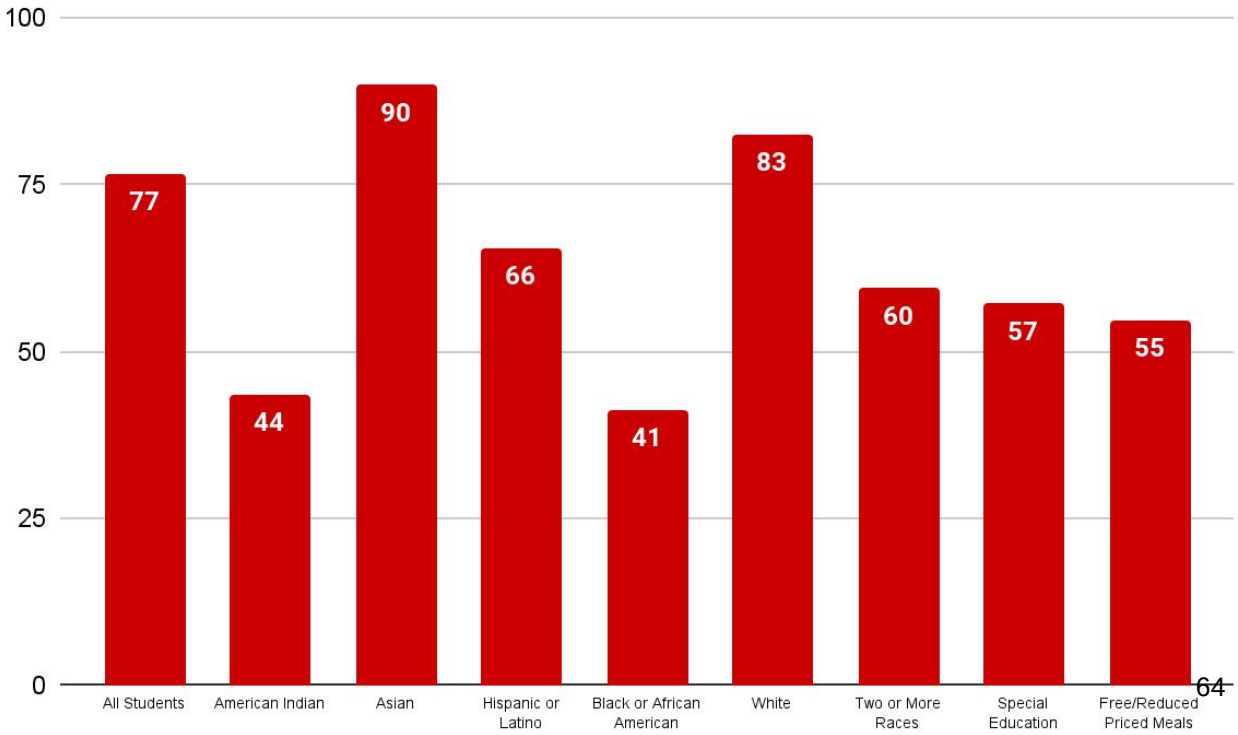
Improving Systems

- 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

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%



64

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

Graduation Strategies

49

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*

66

Graduation Strategies

Improving Systems

- Implement a new data system to help data teams quickly identify students in need of support*

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

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

www.ISD709.org

Duluth Public Schools

Every Student. Every Day.



2023 WORLD'S BEST WORKFORCE

Table of Contents

03 Overview

04 Strategic Plan

05 Access to Excellent and Diverse Teachers

06 All Children are ready for school

07 All 3rd graders can read at grade level

08 All racial and economic achievement gaps between students are closed

09 All students are ready for career and college

10 All students graduate from high school

11 Understanding Data

12 Data

22 North Star Accountability

21 Glossary

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:

59

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.

76

**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:

60

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.

77

**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:

62

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.*

79

**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:

63

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.*

80

**Indicates changes made after feedback from the World's Best Workforce Advisory Committee*

Understanding the Data

64

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



81

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

66

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

83

Continued on next page...

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

68

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

85

Continued on next page...

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

70

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

87

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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

72

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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89

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.

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)

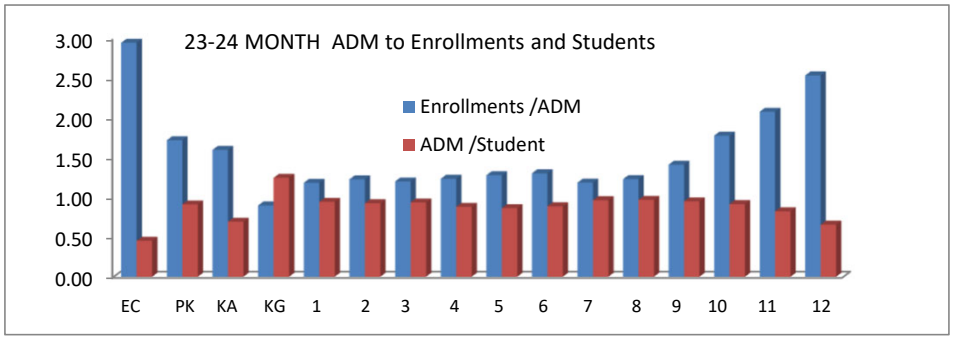
Contract Negotiations:

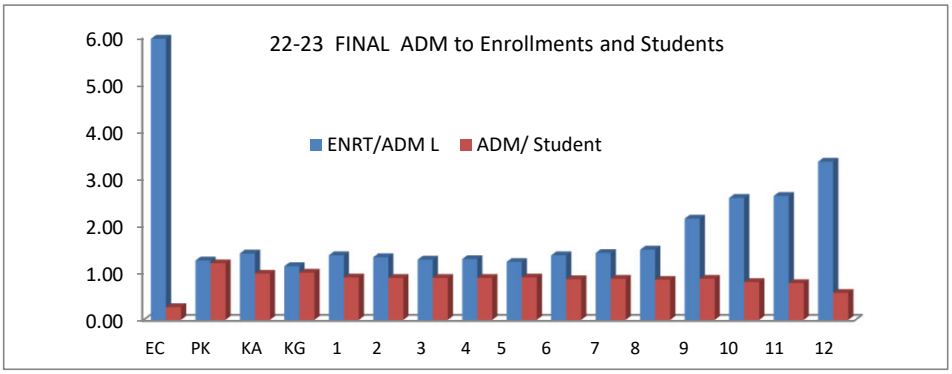
The Integration Specialists (ISpec) contract will be sent for Board approval later this month. We are still active in negotiations with the Education Directors Association, and had our first full negotiation meeting with the Duluth Federation of Teachers on November 30. Future negotiation dates for the 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.

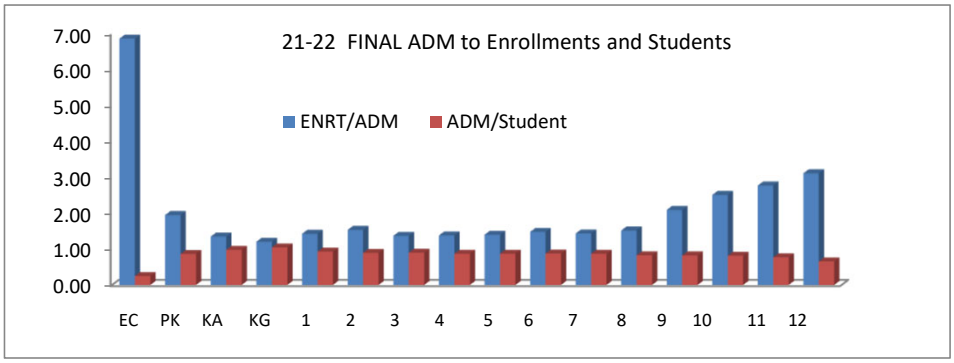
The Clerical Unit has decided to wait for Teachers to settle before negotiating. The District-Wide Instructional Administrators Association has not yet requested to negotiate.

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			



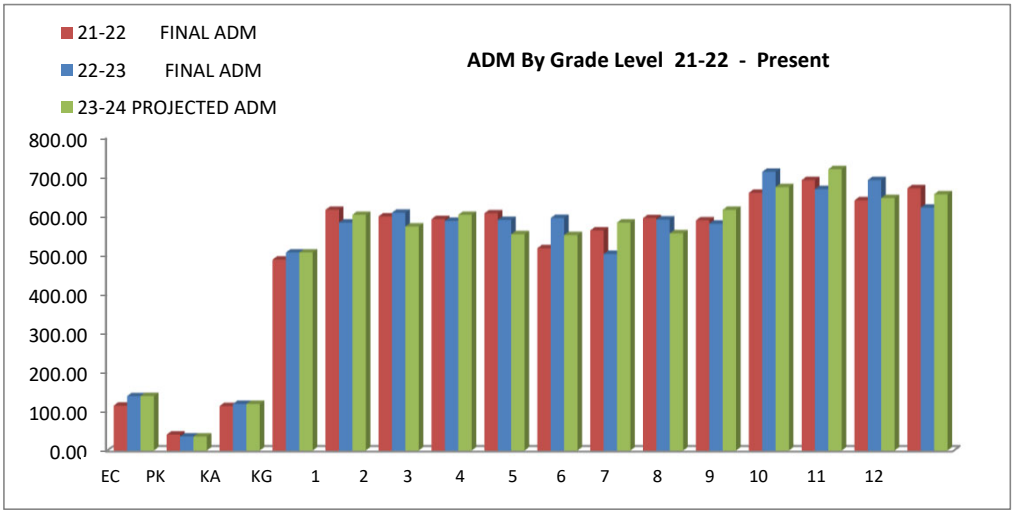




Duluth Public Schools Projected Average Daily Membership (ADM) Report
DECEMBER 2023

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.

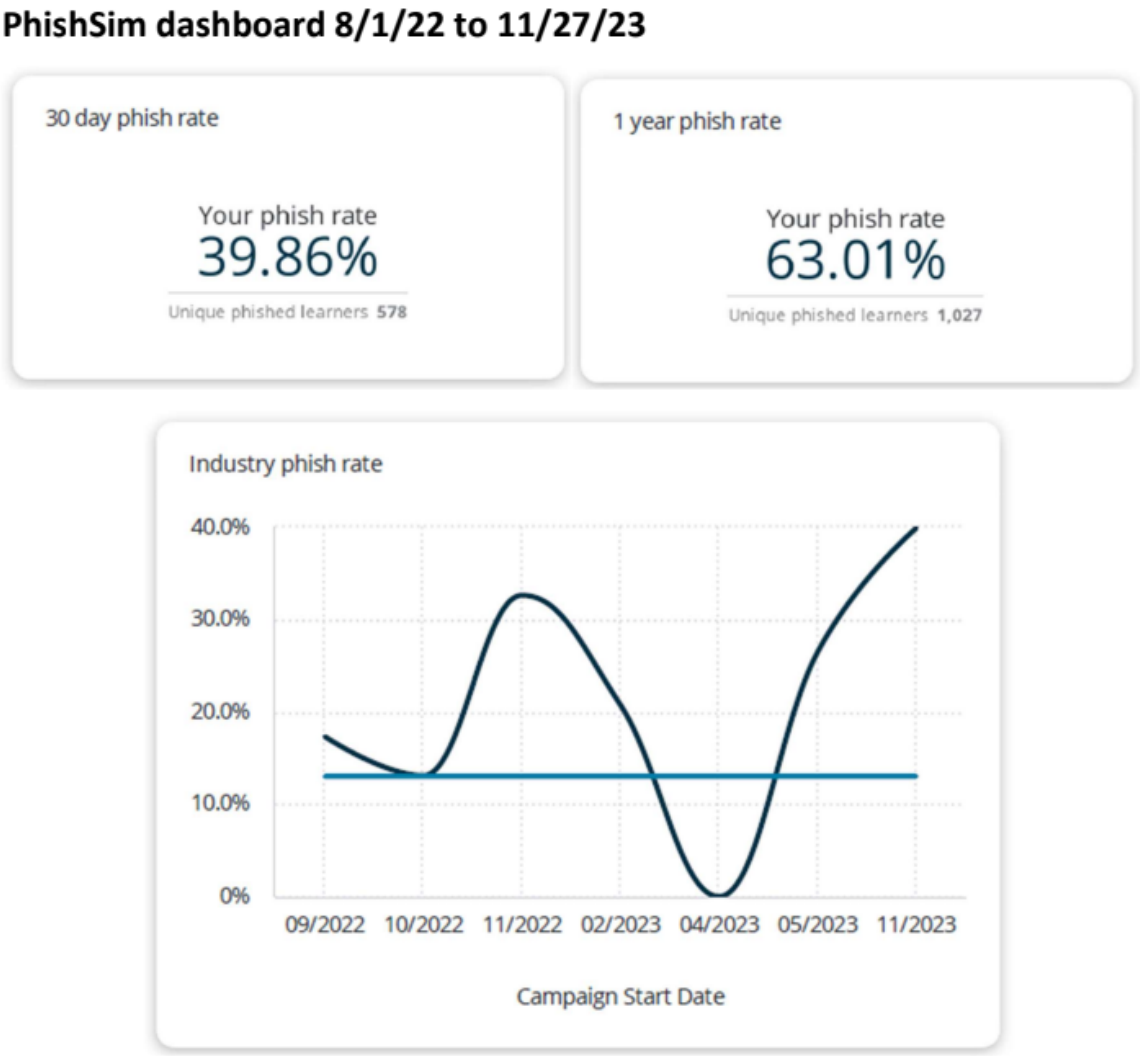
- **Construction Tasks "On The Hill"**

➢ 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.

- **Cybersecurity**
  - Infosec IQ PhishSim/Training



    -
  - 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

M:\DOCS\05953\000090\ROL\1CI1898.DOCX

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

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

TITLE: IT Security Analyst

- 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					

Doc ID: f690379541117f49283872249077de0332076531e

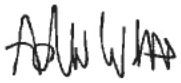
Future Payments Summary

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



Bill Frenzel
bill.frenzel@parentsquare.com



This quote expires on December 16, 2023

Doc ID: f690379541 17f49283872249077de0332076531e

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

Doc ID: f69037954117f49283872249077de0332076531e

Dropbox Sign

Audit trail

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Audit trail date format	MM / DD / YYYY
Status	Signed

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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
VIEWED	**11 / 17 / 2023** 14:21:41 UTC	Viewed by Simone Zunich (simone.zunich@isd709.org) IP: 24.158.25.240
VIEWED	**11 / 17 / 2023** 14:21:51 UTC	Viewed by Adelle Wellens (adelle.wellens@isd709.org) IP: 24.158.25.244
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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Audit trail

Title	DULUTH PUBLIC SCHOOL DISTRICT, MN | Virtual Phone redir
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Status	Signed

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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. 44

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. 47

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.

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TABLE OF ARTICLES

1 INITIAL INFORMATION

2 ARCHITECT'S RESPONSIBILITIES

3 SCOPE OF ARCHITECT'S BASIC SERVICES

4 ADDITIONAL SERVICES

5 OWNER'S RESPONSIBILITIES

6 COST OF THE WORK

7 COPYRIGHTS AND LICENSES

8 CLAIMS AND DISPUTES

9 TERMINATION OR SUSPENSION

10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

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.

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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.

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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
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$1,000,000
	POLICY PRO-JECT LOC						GENERAL AGGREGATE	$2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$2,000,000
								$
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			180001259	11/01/2023	11/01/2024	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							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

Erinne Zmich — 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.

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 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;
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

Brianne 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 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.

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

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

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

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

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

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

Jorge 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

Jennine Zunich — 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: 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.

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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

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

11-29-23 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.

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a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
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8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, **Attn:_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 - ~~$1,300.24~~ 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] 11/26/23

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 Guvernorsve's Ashov, 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.

Chj Mairnger [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 Zunich 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.

181

· **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.

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.

Erinne Zunich

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

Cindy Lee Olson

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.

_____ December 4, 2023
Implementation Partner Signature, Title Date

_____ _____
Zane Bail, Chief Operating Officer Date
Northland Foundation

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

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.

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:*_____ *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.

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:_____

Revised:_____

MSBA/MASA Model Policy 506
Orig. 1995
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:*_____ *MSBA/MASA Model Policy 507*
Orig. 1995
*Revised:*_____ *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:	

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) - Attachment Pending
         b. Financial Report 15
         c. Fundraisers 16
         d. Bids, RFPs and Quotes
            (1) QUOTE #4389 - Reconstruction of Homecroft Parking Lot 17
         e. Contracts, Change Orders, Leases - None
      3) Items Brought Forward From the Monthly Committee of the Whole Meeting
      4) Other
         a. Diploma Requests 19
         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) 27
      2) Second Readings
         a. 606.5 Library Materials 34
         b. 506 Student Discipline (replacing 5085 with same name) 56
         c. 507 Corporal Punishment 135

3) Annual Review
a. 602 Organization of School Calendar and School Day 140

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 145
2) Policy Committee - December 5, 2023 220
3) Human Resources/Business Services Committee - December 12, 2023 294

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

TITLE: IT Security Analyst

- 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**		**23-24**	**23-24**	**23-24**		**23-24**
	CURRENT YEAR ADOPTED BUDGET		**CURRENT YEAR REVISED BUDGET adptd 4.11.23**	**RECEIVED TO YEAR TO DATE**	**RECEIVED ENCUMBERED**		**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**		**23-24**	**23-24**	**23-24**		**23-24**
	CURRENT YEAR ADOPTED BUDGET		**CURRENT YEAR REVISED BUDGET adptd 4.11.23**	**EXPENSES TO YEAR TO DATE**	**EXPENSES ENCUMBERED**		**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>

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:*_____ *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.

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)

Replacing: Policy 5085
First Reading: 11.21.23
Second Reading:

Adopted:_____

Revised:_____

MSBA/MASA Model Policy 506
Orig. 1995
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:*_____ *MSBA/MASA Model Policy 507*
Orig. 1995
*Revised:*_____ *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 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 Vision

Students and families flourish in connected schools and communities



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)

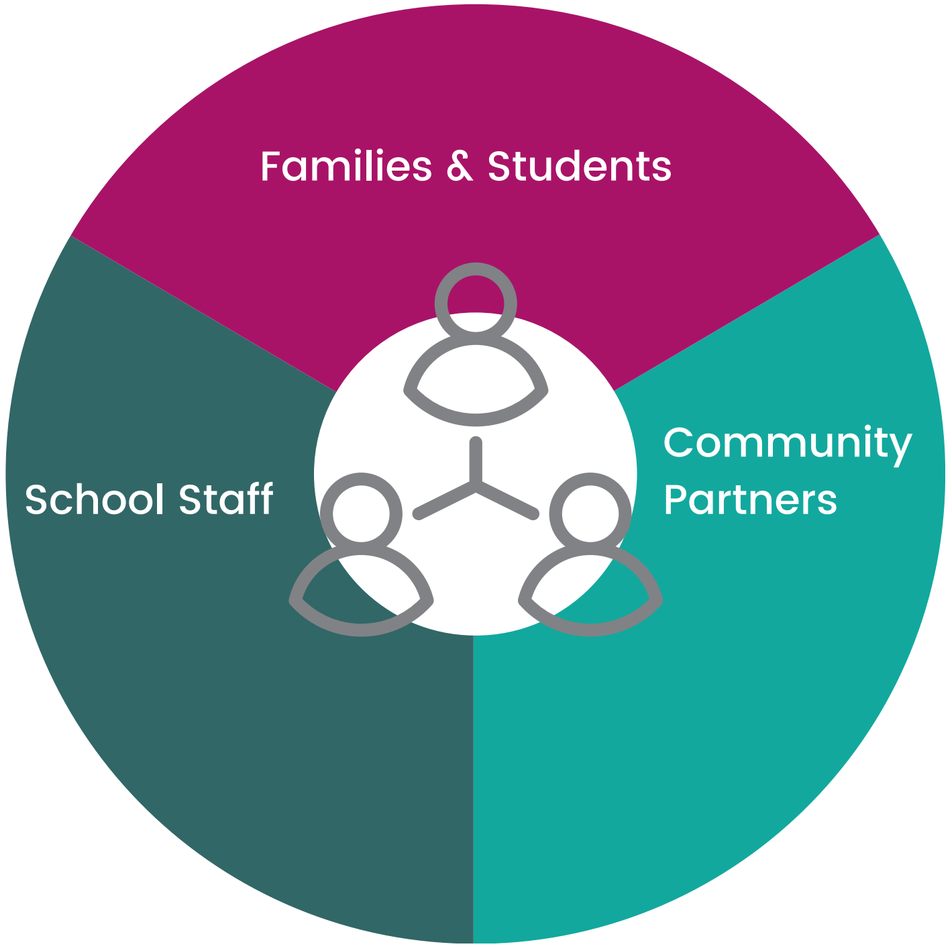
Family involvement is important for this to work!

<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









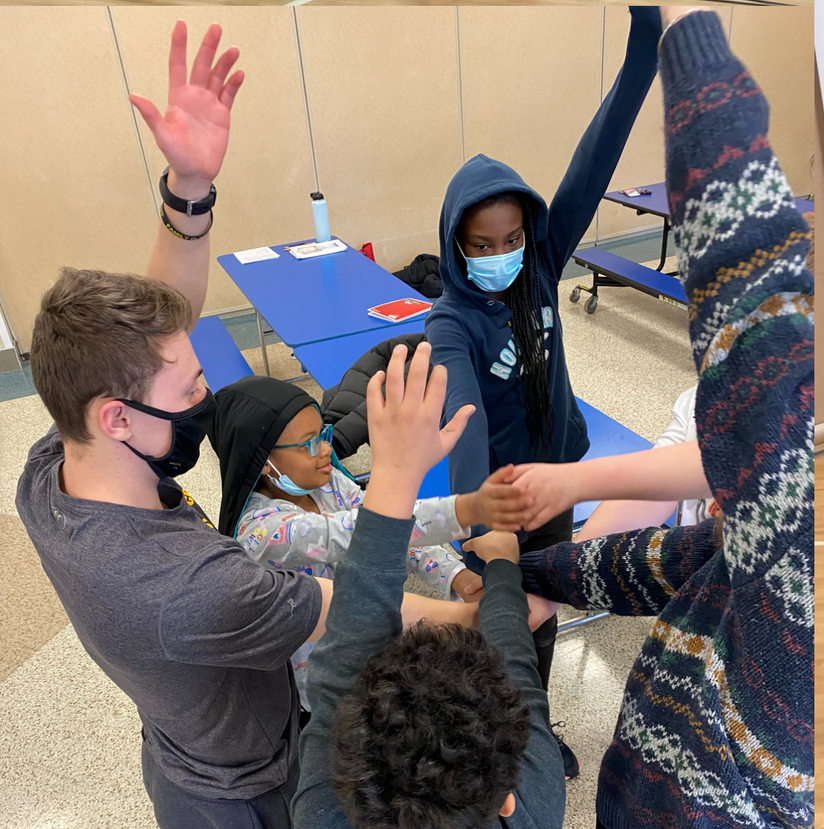









SPALDING
EXCEL
TF500
ALL SURFACE







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

OUTCOMES | GOALS | OBJECTIVES | INDICATORS | STRATEGIES

SIPs, A&I Plan, & District-wide implementation goals

Indicators we already have access to

STARTED HERE: Most strategies FSCS Coordinators were already implementing

District Strategic Plan Goals

- Increased Equity in Student Achievement
- Every Student is Supported
- Improved Systems

Goal 1: Increase Equity in Student Achievement

Obj 1.1 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 and 74.10% by the end of the grant period.

Obj 1.2 Increase graduation rates of protected class students at Denfeld from 62.57 % (2022 baseline data) to 66.57% in 2025-26 and to72.57%by the end of the grant period.

- SIP Strategy Outcomes disaggregated by protected class designation
  - Tiered Family Engagement
  - Co-Design
- Increased time in class (nurse visits, absences, & behavior)
  - MW Community Health Coordination
  - LPMS School Pantry
  - LPMS Restorative Practices
  - DHS Relevant Life Skills Programming
- On-track credit attainment
  - DHS Out of School Time Program (DASH)

Goal 2: Increase Positive School Climate

Obj 2.1 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 and 97% by the end of the grant period.

Obj 2.2 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 and 62% by the end of the grant period.

- School Climate Survey increase in positive response to question about feeling safe at school
  - LPMS Restorative Practices
  - LPMS School Pantry
  - DHS Relevant Life Skills Programming
  - DHS Out of School Time (DASH)
  - DHS Basic Needs Supplies
- School Climate Survey increase in positive response to question about students treat eachother well
  - MW Out of School Time Programs
  - MW Student Leadership Teams

Goal 3: Increase Active Family & Community Engagement

Obj 3.1 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.

Obj 3.2 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.

- Increased family response rate to school climate survey
- Increased number of family members participating in providing feedback to school improvement teams

  - Tiered Family Engagement
  - Co-Design

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.

















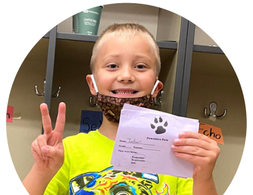















Thank You!

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

Tonight's Agenda

Overview of WBWF

Our Plan - Goals and Strategies

Additional Feedback / Future Considerations

Next Steps

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

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

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

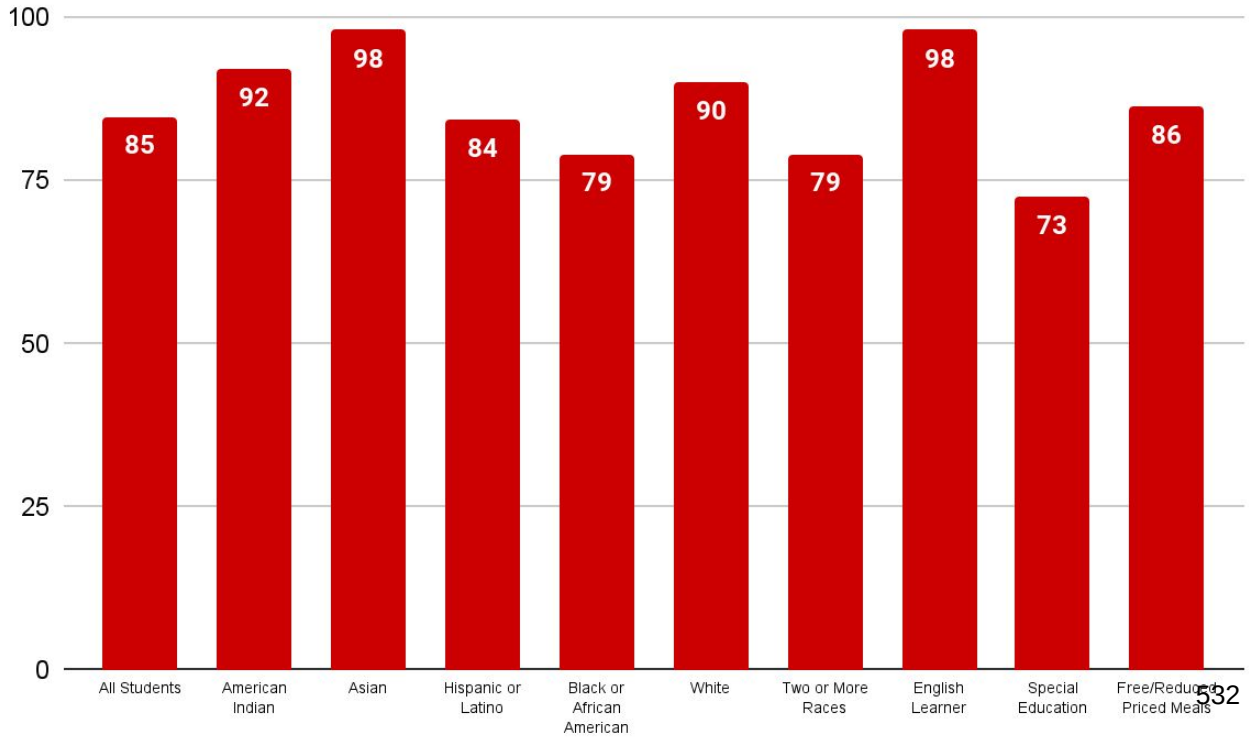
Reviewed feedback from WBWF advisory committee; revised plan to reflect feedback

*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

Kindergarten Readiness Goal

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.).

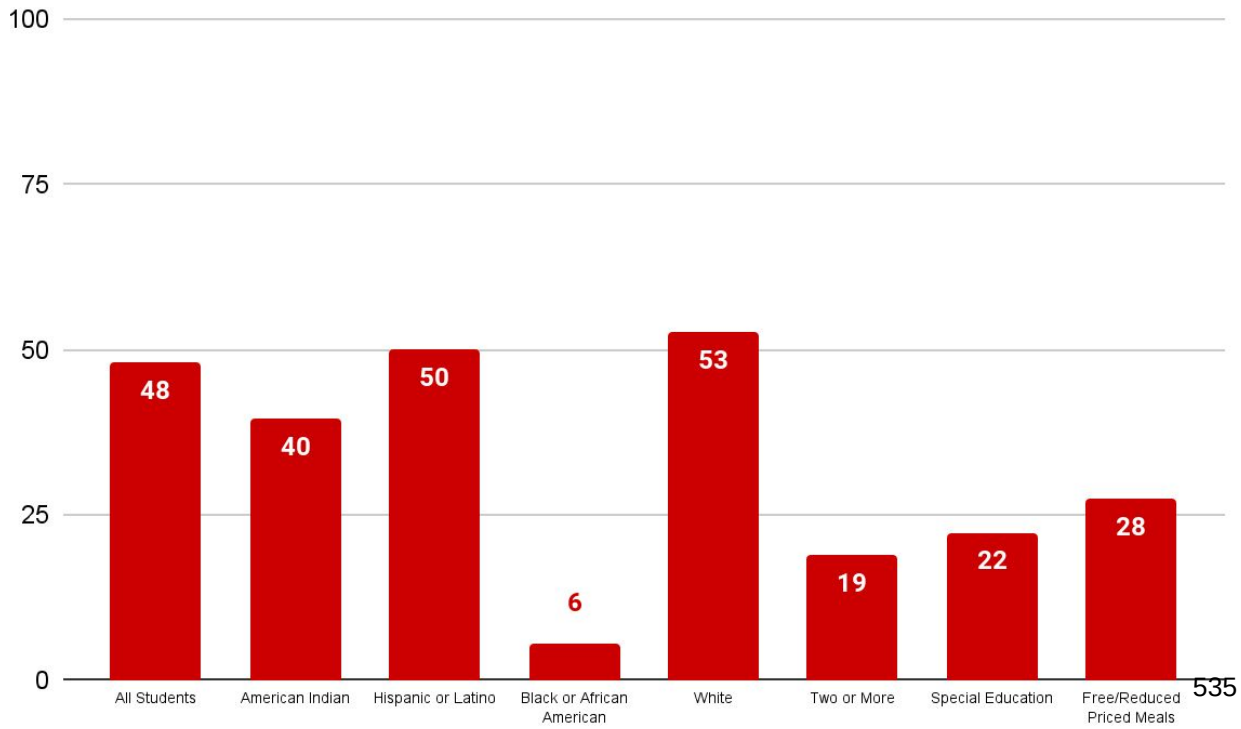
Improving Systems

- 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

180

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

536

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*

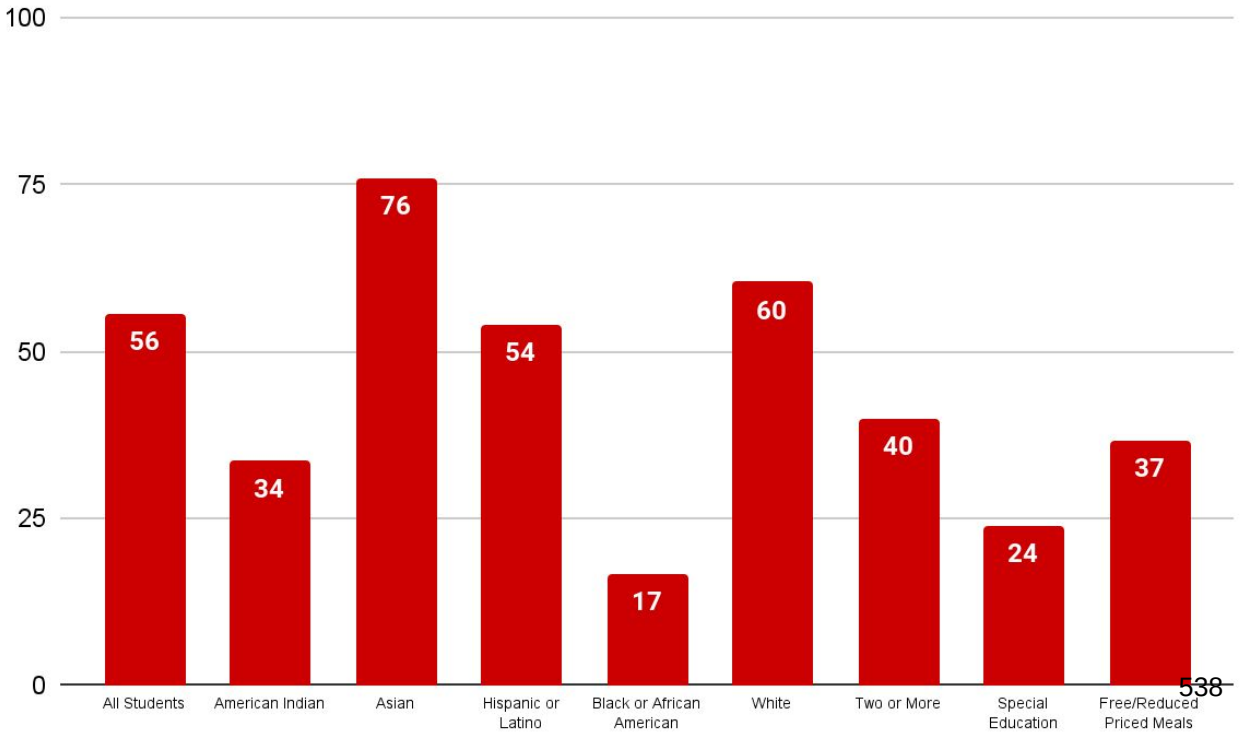
Improving Systems

- Review and monitor effective use of data to guide teaching and learning

Achievement Gap - Reading

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%

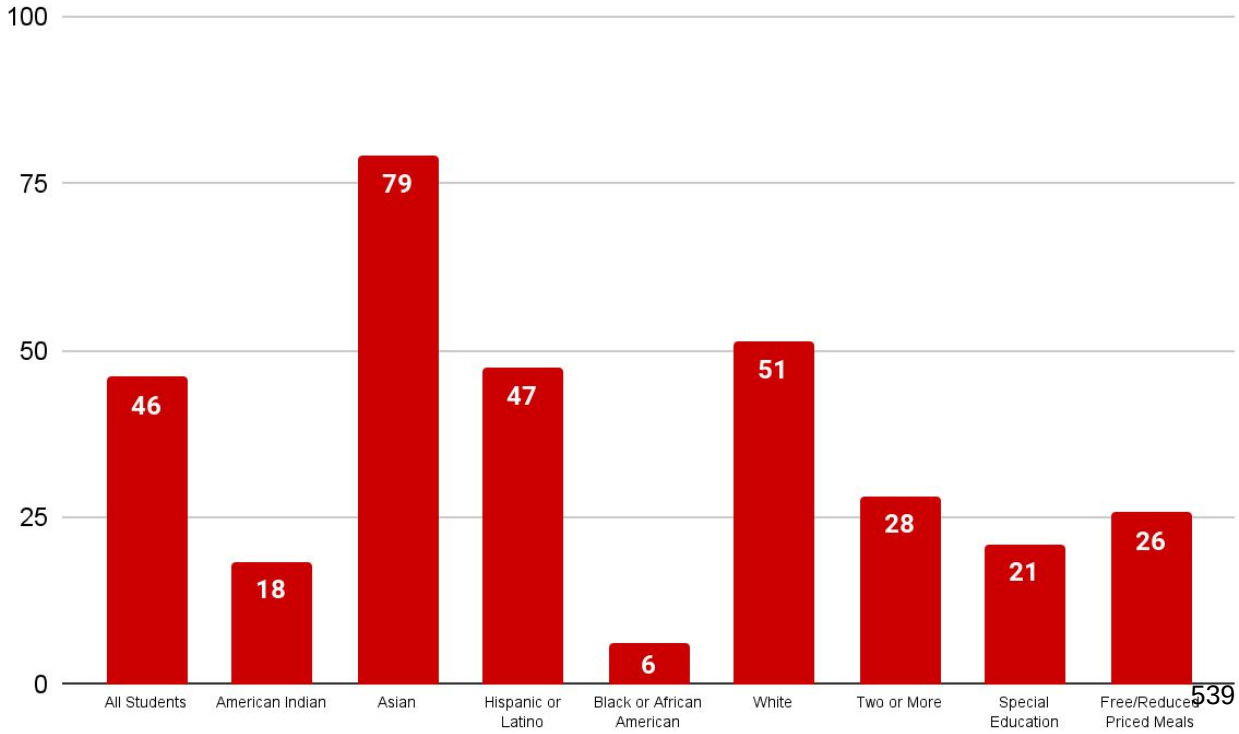


Met: American Indian, Asian, Hispanic

Achievement Gap - Math

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%



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)

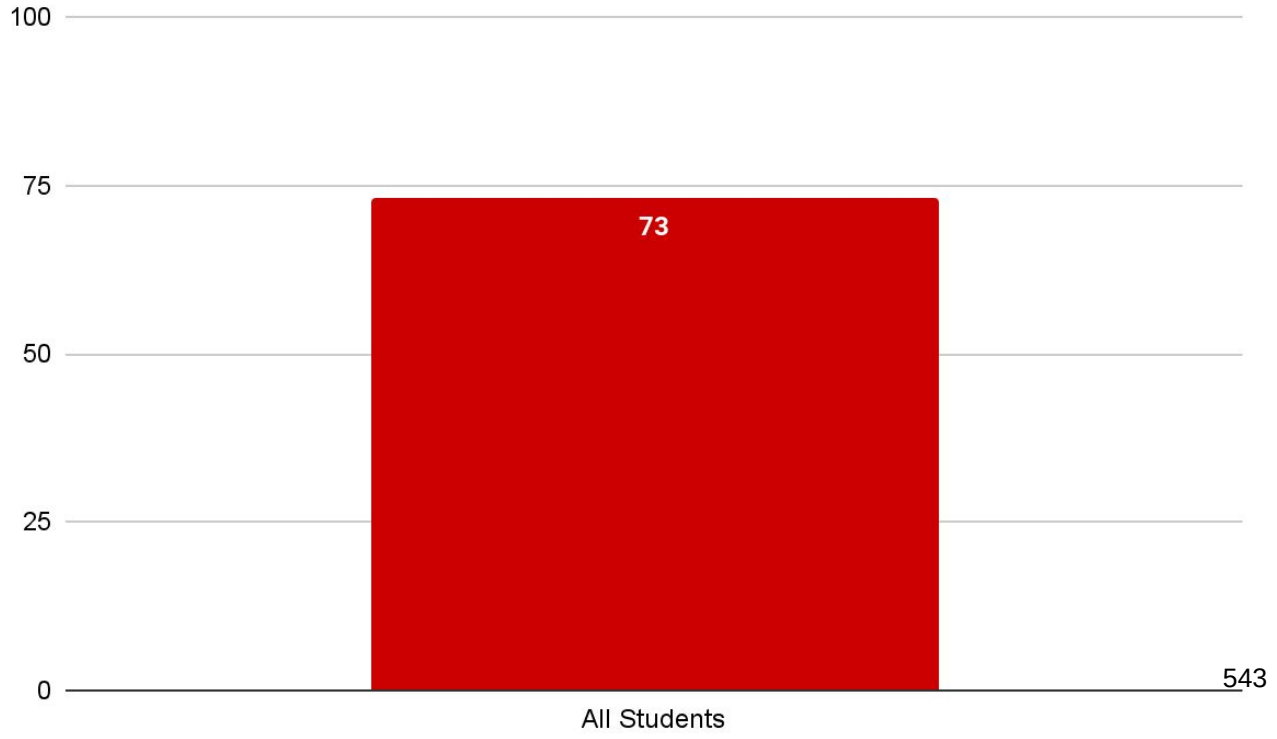
Achievement Gap Strategies

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

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

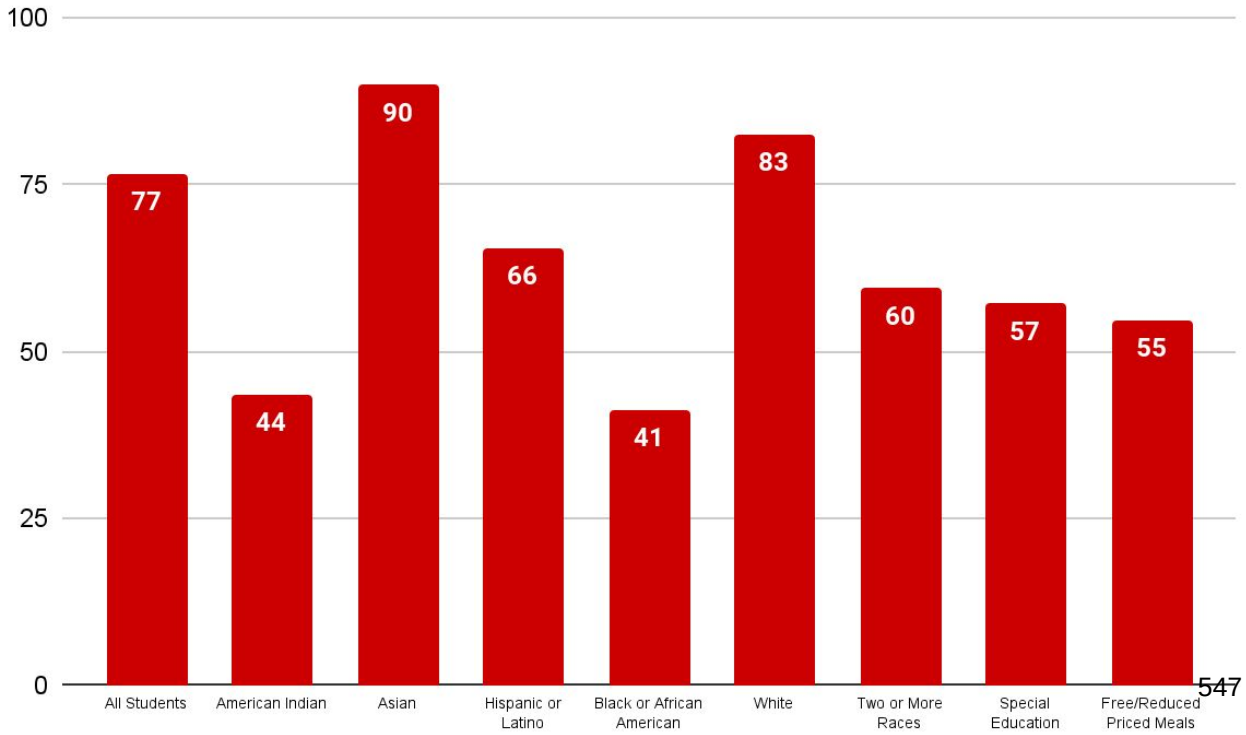
Improving Systems

- 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

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

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*

549

Graduation Strategies

Improving Systems

- Implement a new data system to help data teams quickly identify students in need of support*

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

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

www.ISD709.org

Duluth
Public Schools

Every Student. Every Day.



2023 WORLD'S BEST WORKFORCE

Table of Contents

03 Overview

04 Strategic Plan

05 Access to Excellent and Diverse Teachers

06 All Children are ready for school

07 All 3rd graders can read at grade level

08 All racial and economic achievement gaps between students are closed

09 All students are ready for career and college

10 All students graduate from high school

11 Understanding Data

12 Data

22 North Star Accountability

21 Glossary

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:

~~203~~

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.

559

**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:

207

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.*

563

**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

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

570

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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.

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:*_____ *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.

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 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)

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:*_____ *MSBA/MASA Model Policy 507*
Orig. 1995
*Revised:*_____ *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)

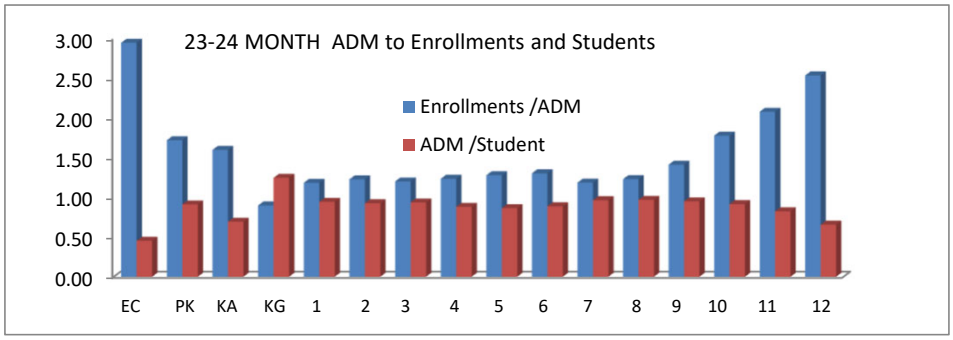
Contract Negotiations:

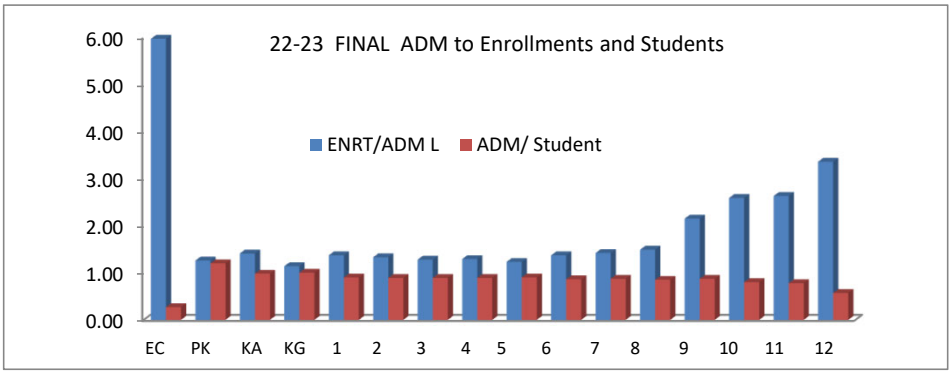
The Integration Specialists (ISpec) contract will be sent for Board approval later this month. We are still active in negotiations with the Education Directors Association, and had our first full negotiation meeting with the Duluth Federation of Teachers on November 30. Future negotiation dates for the 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.

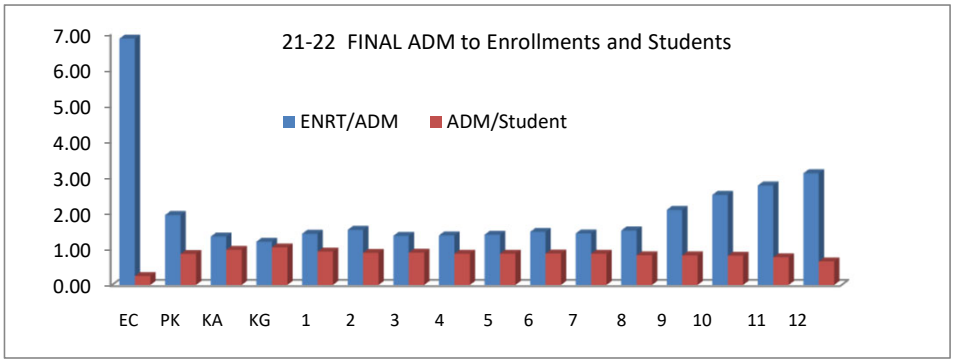
The Clerical Unit has decided to wait for Teachers to settle before negotiating. The District-Wide Instructional Administrators Association has not yet requested to negotiate.

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			



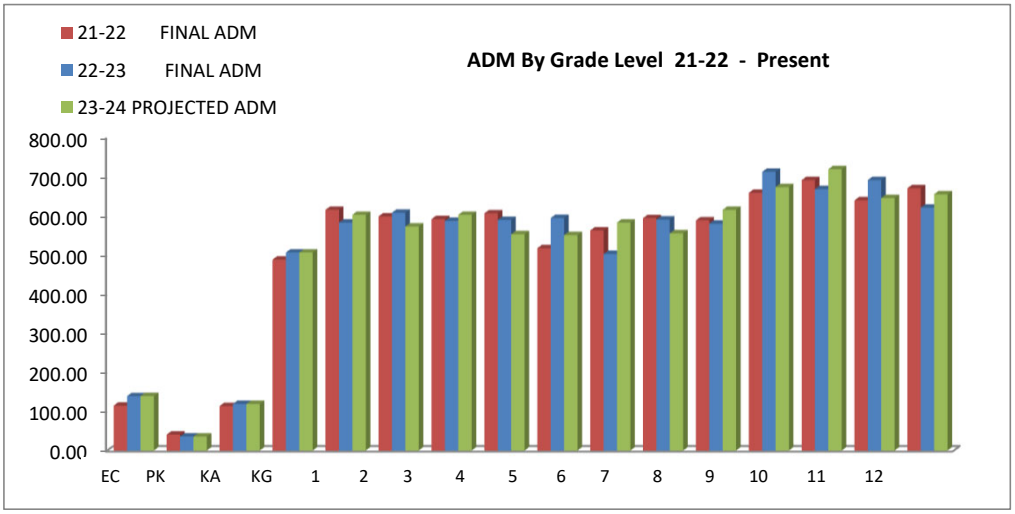




Duluth Public Schools Projected Average Daily Membership (ADM) Report
DECEMBER 2023

Grade	Total Number of Enrollments	Unique Student Count	Current Enrollments	Projected ADM	Budgeted ADM	Enrollments /ADM	ADM /Student
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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
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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.

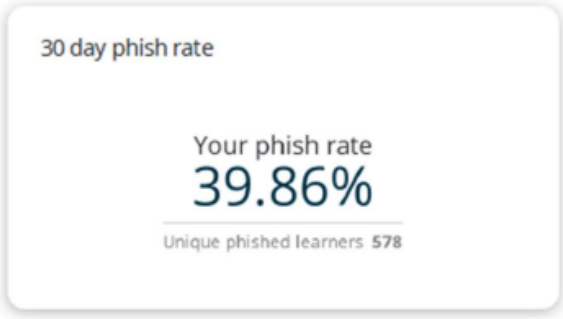
Building Operations

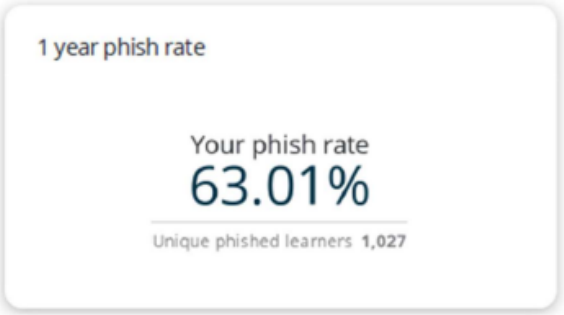
- Operations still have their hands full filling licensed positions. Most of the Custodian positions have been filled. Operations continue looking to fill Engineer II positions at Lowell and Myers-Wilkins, a Second shift Engineer II position at Denfeld and Lincoln Park Middle School, Second Shift Engineer 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.

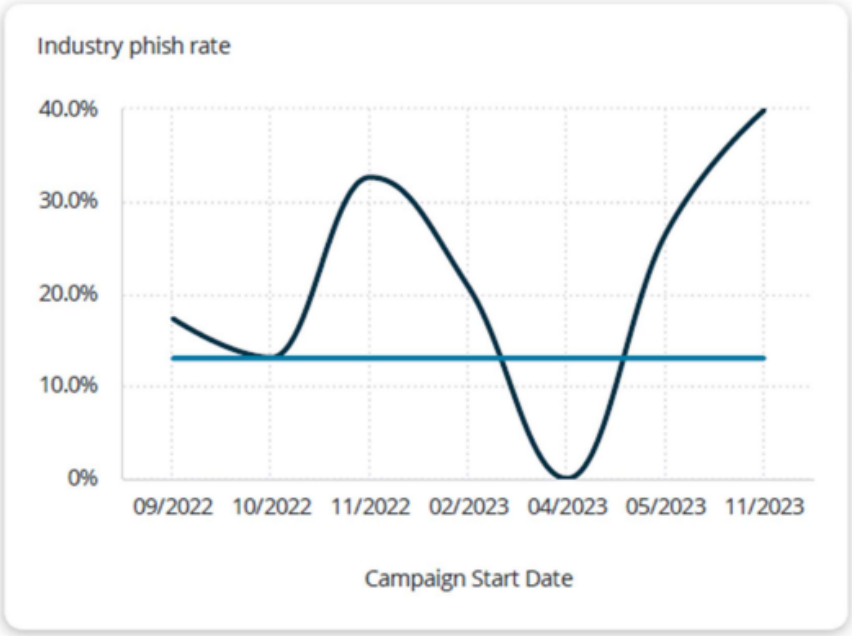
Technology Department - November 2023 Report

- **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 B-12-23-3998 December 19, 2023

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

M:\DOCS\05953\000090\ROL\1CI1898.DOCX

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." 370

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

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.

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					

Doc ID: f690379541117f49283872249077de0332076531e

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

Doc ID: f690379541 17f49283872249077de0332076531e

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

Doc ID: f69037954117f49283872249077de0332076531e

Title	DULUTH PUBLIC SCHOOL DISTRICT, MN | Virtual Phone redir
File name	
Document ID	f69037954117f49283872249077de0332076531e
Audit trail date format	MM / DD / YYYY
Status	Signed

This document was signed on app.hubspot.com

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
VIEWED	**11 / 17 / 2023** 14:21:41 UTC	Viewed by Simone Zunich (simone.zunich@isd709.org) IP: 24.158.25.240
VIEWED	**11 / 17 / 2023** 14:21:51 UTC	Viewed by Adelle Wellens (adelle.wellens@isd709.org) IP: 24.158.25.244
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

Dropbox Sign

Audit trail

Title	DULUTH PUBLIC SCHOOL DISTRICT, MN | Virtual Phone redir
File name	
Document ID	f69037954117f49283872249077de0332076531e
Audit trail date format	MM / DD / YYYY
Status	Signed

This document was signed on app.hubspot.com

Document History

VIEWED		
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 337 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. 389

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.

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TABLE OF ARTICLES

1 INITIAL INFORMATION

2 ARCHITECT'S RESPONSIBILITIES

3 SCOPE OF ARCHITECT'S BASIC SERVICES

4 ADDITIONAL SERVICES

5 OWNER'S RESPONSIBILITIES

6 COST OF THE WORK

7 COPYRIGHTS AND LICENSES

8 CLAIMS AND DISPUTES

9 TERMINATION OR SUSPENSION

10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

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.

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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 aaware 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.

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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

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			180001259	11/01/2023	11/01/2024	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A					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.

Contractor Signature | [redacted] SSN/Tax ID Number | 11-29-2023 Date

Program Director | 11-29-23 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

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair | 12-4-23 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

Jerrine Zmuda — 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.

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 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;
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

Erin Zwiech	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

Erin Zurich	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

Jennine Zunich 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: 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 DeVincent
Training Organizer Signature

11/8/23
Date

Pamela Cashe
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

Erinne 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.

[redacted] 11.03.23

Contractor Signature SSN/Tax ID Number Date

Washington 11/6/2023

Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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 - [redacted] 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)*
Band 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.

Contractor Signature — SSN/Tax ID Number [redacted] — Date 11-9-23

Program Director — Date 11/27/23

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	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

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair — Date 12-5-23

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] 11/26/23

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 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 Maisnguen [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. 484

· **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 830

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. 182

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.

Jennifer Jaros December 4, 2023
Implementation Partner Signature, Title Date

_____ _____
Zane Bail, Chief Operating Officer Date
Northland Foundation

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

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 $46,282,570.15.

Resolution B-12-23-3998 December 19, 2023

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

M:\DOCS\05953\000090\ROL\1CI1898.DOCX

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 - 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

RESOLUTION

School Board Member Attendance at 2024 MSBA Leadership Conference

RESOLVED, That Independent School District 709, St. Louis County, Minnesota, pay costs incurred, as per District policy, for school board members to attend the Minnesota School Boards Association 2024 Leadership Conference in Minneapolis, Minnesota on January 10-12, 2024.

RESOLUTION

School Board Member Attendance at
MSBA Learning to Lead Workshop Series and Officers' Workshop

RESOLVED, that Independent School District 709, St. Louis County, Minnesota, pay costs incurred, as per District policy, for school board members to attend the MSBA Learning to Lead Workshop Series and Officers' Workshop.

RESOLUTION

Non-Certified Business Divison Administrators' Association (NCBAA)
Collective Bargaining Agreement

RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, Minnesota, that the Collective Bargaining Agreement between Independent School District #709 and the NCBAA Association, a summary of which is in the hands of all School Board members, be approved and adopted for the periods July 1, 2023 to June 30, 2025, inclusive, and that the Chairperson and Clerk of the School Board be hereby authorized to execute said Agreement on behalf of the School District.

COLLECTIVE BARGAINING AGREEMENT

Between

INDEPENDENT SCHOOL DISTRICT NO. 709
DULUTH, MINNESOTA

And

NON-CERTIFIED BUSINESS DIVISION
ADMINISTRATORS' ASSOCIATION

EFFECTIVE DATES

July 1, 2023
To
June 30, 2025

COLLECTIVE BARGAINING AGREEMENT

Between

Independent School District No. 709
Duluth, Minnesota

And

Non-Certified Business Division Administrators' Association

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
1	Recognition	2
2	School District and Association Rights	2
3	Salary Regulations	3
4	Leaves of Absence	7
5	Insurance	8
6	Travel	9
7	Grievance Procedure and Arbitration	9
8	Health Care Savings Plan	11
9	No Strike Clause	12
10	Term of Agreement	12
	Letter of Intent	13
	Weekly Salary Schedule, Appendix A	

COLLECTIVE BARGAINING AGREEMENT

Between

Independent School District No. 709
Duluth, Minnesota

And

Non-Certified Business Division Administrators' Association

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

ARTICLE 1

Recognition

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

ARTICLE 2

School District And Association Rights

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

2.2 – Job Advertisement/New Or Changed Positions - When a vacancy occurs in a position in the District, which falls within the appropriate bargaining unit, notice of such vacancy will be emailed to the President of the Association. The position will be posted on the School District's website for a period seven (7) calendar days. In addition, Human Resources will notify employees on a weekly basis of all new job postings via email.

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

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

Level 1: An employee who believes that his/her assigned job responsibilities have significantly increased to warrant a higher classification shall make a written request for such consideration to the Level 1 Review Committee including unit members appointed by the Union as well as a District-designated resource person(s). This committee shall review the request and make a written recommendation of their decision to the Human Resources Department designee within fifteen (15) working days for Level II review, with copies to be sent to the Union and the employee who submitted the request.. .

Level 2: The Human Resources Department designee shall meet with the Union and the chair of the Level I Review Committee within ten (10) working days following receipt of the committee's request to properly reclassify the position. The designee shall review the request pursuant to the District's job evaluation methodology and make a written decision within fifteen (15) working days with copies being sent to the exclusive bargaining unit president and the employee making the request and their supervisor;

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

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

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

2.5 – Association Dues And "Fair Share" Fee - Upon receipt from the Association of its membership list, the School District shall deduct from each employee in the bargaining unit who is a member of the Association, the monthly Association assessment of such employee and shall remit the same to the appropriate Association representative or its assignee as may be properly designated.

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

ARTICLE 3

Salary Regulations

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

3.2 – Vacation – Effective July 1, 2023,with continuous, regular full-time employment with the School District in any bargaining unit, employees on a fifty-two (52) week contract shall receive a lump sum accrual on the first pay period in July as shown below.

Period	Vacation Entitlement
First 10 Years of Service	20 Days
After 10 Years	25 Days
After 15 Years	27 Days
After 20 Years	30 Days

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

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

3.2.2 - Employees may, with prior approval from the Superintendent or his/her designee, carry over one (1) week of vacation to be used the following year. Requests to carry over vacation in this regard must be made in writing prior to December 15 of the calendar year immediately preceding the calendar year in which the vacation time will be used. Employees may be paid out for any prior year vacation balances up to eighty (80) hours upon written request at the end of any calendar year (December 31). Hourly payout shall be based on a rate of 1/40th the employee's weekly rate of pay

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

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

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

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

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

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

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

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

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

An employee on layoff shall have re-employment rights to a supervisory position that becomes open if the employee meets the minimum qualification requirements as established by the District either when the position was last advertised or, in the case of new or changed positions, through the new or revised job classification on file for the position. 854

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

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

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

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

Part-time employees or employees working less than fifty-two (52) weeks a year shall have the same rate of pay as outlined in Appendix A, except that pay shall be prorated in accordance with the number of hours and/or weeks actually worked.

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

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

Employees who are unable to perform the essential functions of their position offsite and are required to report to work when the Administration building is closed or delayed due to inclement weather or emergency closure shall be granted the equivalent time off to be taken at an alternative time consistent with Article 3.7.2 Flexible time and with consideration of the needs of the department.

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

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

3.7.2- Flexible Time- Scheduled Work

Employees should be assigned a reasonable work schedule. The District may approve an alternative work schedule for a unit, division or for individual members. Regardless of the schedule adopted, it is an expectation and performance metric that in the normal course employees are expected to work the hours necessary to complete assignments on a schedule that satisfies the requirements of the job and are required to work at least 80 hours per pay period. In the event that employees are scheduled special shifts in advance, or are scheduled to work outside their normal work schedule, employees will be allowed to flex any hours worked in excess of a normal workweek on an hour-for-hour basis, subject to work loads and scheduling requirements. The maximum number of hours allowed to be banked for flex purposes is 24 hours. Any hours over 24 will be paid to the employee at their regular rate of pay with the next available payroll cycle after the maximum amount is reached.

3.7.3- Technology Department Unscheduled Work/Call Out

In recognition of the unique needs, personnel and skills required to support the technology and communications infrastructure of the district, a call-out procedure has been developed and implemented as an operational protocol for the Technology group. This protocol is actively maintained in partnership with the members of the technology staff and the technology manager in order to provide ease of use, efficiency, support of critical infrastructure, and support for the technology staff for their expected on-call availability. The on-call protocol will be reviewed, at a minimum, on an annual basis in order to make sure the protocol is accomplishing the goals of preventing the disruption of critical technology 855

communications infrastructure outages. The protocol will be revised or discontinued by mutual consent of the technology manager and technology staff if deemed appropriate following annual reviews of the protocol. If an emergency situation occurs that requires the immediate call out of a technology employee, the technology employee contacted will receive a stipend of $100 upon initial response to the emergency. Thereafter, unscheduled Work/Call Out compensation will be paid at the employee's regular hourly rate of pay equivalent for the first eight (8) hours of unscheduled work and one and one-half (1½) times the employee's regular hourly rate of pay equivalent for any hours thereafter.

Call Out compensation would start:

- immediately after an expected maintenance time window has lapsed and where work must be finished in order to restore technology services to a normal working state, or
- as soon as a request from a manager/administrator has been made to restore a service outside of normal operating business hours.

Call Out compensation would stop:

- after being asked to stop work by manager/administrative staff,
- after work is complete, or
- after an outage has been reclassified by the manager as non-business impacting and being asked to reschedule work for a regular maintenance window.

Regular technology maintenance work that has to be done outside of regular business hours and places an individual over 40 hours per week will accrue 1:1 flex time as noted in 3.7.2 and maintained in partnership by the technology manager and members of the Technology Department.

3.7.4 – Operations and Maintenance Department On-Call Duties
The term "on-call" is limited to a status in which an Employee, though outside regular business hours, is required by the Employer, to be available for duty. The Employee will receive clear advance notice that they will be "on-call". On-call may or may not be scheduled at the discretion of the Department Manager or their designee. A schedule of employees for On-call duty shall be agreed upon and established quarterly by the affected employees in coordination with the Manager of Facilities or their designee. The duty will commence at 7:30 a.m. on Monday of the assigned week and continue until 7:30 am of the following Monday. For weeks where Monday is considered a holiday, duty from the previous week will continue until 7:30 am of the following Tuesday. During this period, the employee will be scheduled to work their regular hours and, in addition, they shall remain on call and be immediately available for any emergency during all non-work hours of their call-out assignment. Employees who are on-call shall receive an annual stipend of $2800, paid monthly.

3.7.5 Remote Work- Employees may work remotely when approved by their supervisor and appropriate and practical for their individual work, as well as the collective work of their teams and individuals they support. The employee must have suitable connectivity to perform all District work and will be responsible for any remote internet requirements.

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

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

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

ARTICLE 4

Leaves of Absence

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

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

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

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

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

This leave shall be deducted from sick leave.

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

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

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

4.6 – Leave Of Absence Without Pay - At the discretion of the School Board, an employee may be granted, upon written request, a leave of absence without pay from the unit for up to one (1) year for purposes other than those enumerated, provided the employee, upon returning to the unit within the one (1) year period, does not displace any employee nor assumes a position in which he/she has no previous successful experience performing in the District or is not otherwise qualified to perform in the sole discretion of the departmental supervisor.

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

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

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

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

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

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

ARTICLE 5

Insurance

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

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

5.3 – Life Insurance - Group term life insurance in the face amount of $50,000 will be provided for each employee of the unit at no cost to the employee. Optional supplemental group life and AD&D benefits in the amount of $100,000 can be purchased in $10,000 increments and dependent life insurance will be made available at the employee's cost.

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

ARTICLE 6

Travel

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

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

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

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

ARTICLE 7

Grievance Procedure And Arbitration

7.1 - Definitions

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

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

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

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

7.3 – Procedures - Step I. The aggrieved employee shall present his or her grievance in writing to the Human Resources Manager or his/her designee within twenty (20) days of the time the aggrieved employee knew or should have known of the act, event, or default of the School District, the School Board, its employees, agents, or contractors, which is alleged to be a violation, misapplication, or misinterpretation of the terms of this Agreement. The written grievance shall state the nature and date of the violation to the best of the employee's knowledge, the Article or Sections of this Agreement alleged to have been violated, misapplied, or misinterpreted and the relief or action sought by the aggrieved employee. The Human Resources Manager or his/her designee shall set a hearing date within ten (10) days of the filing of the grievance with the Human Resources Manager or his/her designee and notify the aggrieved employee, his/her designated representative, and the Association. A decision in writing by the Human Resources Manager or his/her designee shall be rendered within ten (10) days of the hearing and communicated to the aggrieved employee and the Association.

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

The arbitrator shall first proceed to the question of arbitrability of the grievance if such issue is raised by one of the parties, and shall then proceed to hearing of the evidence and testimony on the grievance. The arbitrator shall not have authority to amend, alter or in any way change the terms of this Agreement or to make any decision which requires the commission of an

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

7.5 – Miscellaneous Provisions

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

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

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

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

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

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

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

ARTICLE 8

Health Care Savings Plan

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

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

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

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

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

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

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

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

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

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

ARTICLE 9

No Strike Clause

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

ARTICLE 10

Term of Agreement

This Agreement shall be effective July 1, 2023, except as otherwise provided herein, and the term of this Agreement shall be from July 1, 2023 to June 30, 2025 inclusive, except as otherwise provided herein, and thereafter until a new Collective Bargaining Agreement is negotiated and executed between the parties or bargaining rights are terminated by law for this bargaining unit.

Except by mutual agreement of the two (2) parties not more than one-hundred twenty (120) days and not less than ninety (90) days prior to June 30, 2025, both parties shall present their proposals for changes in the Agreement and commence negotiations for a new Agreement.

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

Dated at Duluth, Minnesota this December 18, 2023.

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

By: _____
Union President

INDEPENDENT SCHOOL DISTRICT NO 709

By: _____
Chairperson of the School Board

By: _____
Clerk of the School Board

ADDENDUM

Letter of Intent

May 5, 2004

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

APPENDIX A
NON-CERTIFIED BUSINESS ADMINISTRATORS' ASSOCIATION
WEEKLY SALARY SCHEDULE
2023-2024

Class	Years	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
I	**2023-2024**	804	822	839	858	876	902
	Help Desk Technician					52 Weeks	
II	**2023-2024**	955	976	998	1020	1041	1073
	Buyer					52 Weeks	
	Third Party Billing Specialist					52 Weeks	
III	**2023-2024**	1021	1043	1066	1090	1112	1147
	Accountant I					52 Weeks	
	Early Childhood Business Manager					45 Weeks	
	Early Childhood Business Manager					52 Weeks	
	Field Support Technician					42 Weeks	
	Field Support Technician					52 Weeks	
	Child Nutrition Support Technician					52 Weeks	
	Child Nutrition Site Supervisor					52 Weeks	
	Digital Innovation Specialist					52 Weeks	
IV	**2023-2024**	1104	1129	1154	1178	1203	1241
V	**2023-2024**	1108	1134	1159	1183	1208	1246
	Senior Buyer					52 Weeks	
VI	**2023-2024**	1140	1165	1191	1216	1243	1280
	Business Services Liaison					52 Weeks	
	Facilities Business Manager					52 Weeks	
VII	**2023-2024**	1158	1183	1209	1236	1261	1301
	Accountant II					52 Weeks	
	Assistant Supervisor Maintenance & Construction					52 Weeks	
	Assistant Supervisor Transportation					52 Weeks	
	Building Systems Technology Coordinator					52 Weeks	
	Child Nutrition Area Field Supervisor					52 Weeks	
	Grants Coordinator					52 Weeks	
	Purchasing Coordinator					52 Weeks	
	Special Services Business Manager					52 Weeks	
	System Specialist/Desktop I					52 Weeks	
	Technology Supervisor					52 Weeks	

APPENDIX A
NON-CERTIFIED BUSINESS ADMINISTRATORS' ASSOCIATION
WEEKLY SALARY SCHEDULE
2023-2024

Class	Years	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
VIII	2023-2024	1337	1367	1396	1427	1456	1501
	Accounting Supervisor					52 Weeks	
	Business Process Systems Analyst					52 Weeks	
	Coordinator of Health, Safety & Environmental Mgmt.					52 Weeks	
	Ed Fi Analyst/MARSS Coordinator					52 Weeks	
	Google Workspace Administrator					52 Weeks	
	Health Services Coordinator					52 Weeks	
	IT Security Analyst					52 Weeks	
	Network Engineer I					52 Weeks	
	Supervisor Building Operations					52 Weeks	
	Supervisor Purchasing					52 Weeks	
	System Specialist/Desktop II					52 Weeks	
	System Specialist/Network I					52 Weeks	
	Systems Specialist/Security					52 Weeks	
IX	2023-2024	1427	1458	1490	1523	1553	1602
	Asst. Manager of Facilities					52 Weeks	
	Network Engineer II					52 Weeks	
	Supervisor Maintenance & Construction					52 Weeks	
	Supervisor Transportation					52 Weeks	
	Systems Specialist/Network II					52 Weeks	
X	2023-2024	1525	1560	1594	1628	1662	1714

Persons with more than the below noted years of continuous full-time service with the school district on or before December 1 shall receive an additional annual longevity payment, paid monthly, which shall be in addition to the amount set forth in the above salary schedule for such persons except that such payment shall remain constant and not be compounded in future salary adjustments.

8 years	$800
15 years	$1,200
20 years	$1,800
25 years	$2,200

Step 1 through 5 respectively on the salary grid shall be 89-93-95 and 97 of step 6

APPENDIX A
NON-CERTIFIED BUSINESS ADMINISTRATORS' ASSOCIATION
WEEKLY SALARY SCHEDULE
2024-2025

Class	Years	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
I	**2024-2025**	829	847	865	884	902	929
	Help Desk Technician					52 Weeks	
II	**2024-2025**	983	1006	1028	1050	1073	1105
	Buyer					52 Weeks	
	Third Party Billing Specialist					52 Weeks	
III	**2024-2025**	1051	1075	1098	1122	1146	1182
	Accountant I					52 Weeks	
	Early Childhood Business Manager					52 Weeks	
	Early Childhood Business Manager					45 Weeks	
	Field Support Technician					42 Weeks	
	Field Support Technician					52 Weeks	
	Child Nutrition Support Technician					52 Weeks	
	Child Nutrition Site Supervisor					52 Weeks	
	Digital Innovation Specialist					52 Weeks	
IV	**2024-2025**	1137	1163	1188	1214	1239	1278
V	**2024-2025**	1142	1168	1194	1219	1244	1284
	Senior Buyer					52 Weeks	
VI	**2024-2025**	1174	1200	1226	1253	1281	1319
	Business Services Liaison					52 Weeks	
	Facilities Business Manager					52 Weeks	
VII	**2024-2025**	1192	1219	1245	1273	1299	1340
	Accountant II					52 Weeks	
	Assistant Supervisor Maintenance & Construction					52 Weeks	
	Assistant Supervisor Transportation					52 Weeks	
	Building Systems Technology Coordinator					52 Weeks	
	Child Nutrition Area Field Supervisor					52 Weeks	
	Grants Coordinator					52 Weeks	
	Purchasing Coordinator					52 Weeks	
	Special Services Business Manager					52 Weeks	
	System Specialist/Desktop I					52 Weeks	
	Technology Supervisor					52 Weeks	

APPENDIX A
NON-CERTIFIED BUSINESS ADMINISTRATORS' ASSOCIATION
WEEKLY SALARY SCHEDULE
2024-2025

Class	Years	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
VIII	2024-2025	1377	1408	1438	1469	1500	1546
	Accounting Supervisor					52 Weeks	
	Business Process Systems Analyst					52 Weeks	
	Coordinator of Health, Safety & Environmental Mgmt.					52 Weeks	
	Ed Fi Analyst/MARSS Coordinator					52 Weeks	
	Google Workspace Administrator					52 Weeks	
	Health Services Coordinator					52 Weeks	
	IT Security Analyst					52 Weeks	
	Network Engineer I					52 Weeks	
	Supervisor Building Operations					52 Weeks	
	Supervisor Purchasing					52 Weeks	
	System Specialist/Desktop II					52 Weeks	
	System Specialist/Network I					52 Weeks	
	Systems Specialist/Security					52 Weeks	
IX	2024-2025	1469	1502	1535	1569	1600	1650
	Asst. Manager of Facilities					52 Weeks	
	Network Engineer II					52 Weeks	
	Supervisor Maintenance & Construction					52 Weeks	
	Supervisor Transportation					52 Weeks	
	Systems Specialist/Network II					52 Weeks	
X	2024-2025	1571	1606	1642	1677	1712	1765

Persons with more than the below noted years of continuous full-time service with the school district on or before December 1 shall receive an additional annual longevity payment, paid monthly, which shall be in addition to the amount set forth in the above salary schedule for such persons except that such payment shall remain constant and not be compounded in future salary adjustments.

8 years	$800
15 years	$1,200
20 years	$1,800
25 years	$2,200

Step 1 through 5 respectively on the salary grid shall be 89-93-95 and 97 of step 6