Regular School Board Meeting
Duluth Public Schools, ISD 709
Agenda
Tuesday, May 21, 2024
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. **Report of the Superintendent**
   - A. Reports from Student School Board Representatives 2
   - B. Superintendent's Report 5
   - C. Schedule of Meetings and Events 17
7. **Report of Standing Committees**
   - A. Committee of the Whole
     - 1) Monthly Committee of the Whole *(May 7, 2024)* 18
   - B. Human Resources/Business Services Committee *(May 13, 2024)* 145
   - C. Policy Committee *(May 7, 2024)* 294
8. **General Board Committee Updates**
9. **Consent Agenda** **387**
10. **Resolutions from Committee Reports**
    - A. B-5-24-4027 - Acceptance of Donations to Duluth Public Schools 922
    - B. B-5-24-4028 - Designation of the Superintendent as the Identified Official with Authority (IOwA) for MN Dept. of Education (MDE) EDIAM Financial 923
11. **Special Resolutions and Action Items**
    - A. SP-5-24-4029 - Canvassing Returns of Votes for the School District Special Election of May 14, 2024 924
    - B. SP-5-24-4030 Declaring the First Friday in June to be National Gun Violence Awareness Day 926
12. **Questions / Other**
13. **Adjournment**

5-20-24 School Board
Larisa Miller
Denfeld Highschool

- Plant sale May 23rd 3:30-5:30 FFA-Future Farmers of America
- School record broken 4 by 100 at 52.78 seconds they got second overall.
- Eco club door decorations contest
- Eco helping city plant trees behind Denfeld on wednesday after gold lunch (eco plans on continuing during the summer)
- Junior rotarians takeover day is wednesday 7 am
- Seniors all night grad party last time to sign up is on tuesday May 21st before school. The event is on June 6th
- NHS induction ceremony is 8 am on Wednesday May 22
- 99th annual honor night thursday May 23rd at 7 pm
- Library books due back to media center Friday may 24
- Soaring hunters trip is thursday May 30th to a charity softball game in st. paul hosted by CJ Ham
- Mental Health Awareness Month continues with Kindness is contagious" week and diaper drive to support the crisis nursery at bethany (Spirit week two weeks ago)
  Last week lets get physical this week kindness and connection
- Prom was on may 4th- secret garden- heard from students better music
- SRO surveys went out on may 16th,Ive heard lot of different feedback good and bad
- Choir pops concert friday night 24th 7 pm at Denfeld
- Senior band concert monday night
- Job fair was on may 7th
- May 29th annual outdoor music concert at 6:30 on front lawn
- Powwow front yard june 5th getting ready in may
- BSA- is planning a bsa end of year event, at the moment probably bowling this friday to celebrate the success and achievenst done by the club. June 5th BSA Africam american heritage event is being held at the graysoalon for the 50 graduates of color to get the community together and support the graduating seniors.
- Dash Board Campaign for Mental Awarness Month

Student Representative Report May 2024 Mia Patronas

- Concerns with 2024-25 changes at Student Forum Discussion
  - *"The lack of communication feels alienating."* Students felt it would have been more helpful and easy if plans for next year could've been shared with the community sooner.
  - *"We should all get to be a bigger part of these discussions, but before they make final decisions."* Students wish they were consulted with more before big changes are implemented. They recognize that the district does make an effort at this, but believe these efforts could be expanded upon.
  - *"WIN has been the best time to do homework, especially when I dont get home from practice until pretty late [at night]... with a 7th class and not having WIN, I dont know how i'm supposed to get all my work done."* Many are worried that having an extra class and not having WIN could be one of the more straining parts of these schedule changes. They are curious if staff will be considerate of these adjustments when assigning work and due dates.

- Recent East events!
  - **Senior Boat Dance -** Seniors last high school dance on the Vista. Very well-recieved and —hopefully—a new tradition started by Principal Flohaug.
  - **Decision Day -** Seniors celebrated by wearing shirts to show off post-graduation plans.
  -

290 of 353 seniors have responded to the senior survey as of 5/21/24.
227/290 or 78% of Seniors report they will attend a 2 or 4 year college. This number includes technical schools.
22/290 or 7.5% of Seniors report they will take a gap year.
14/290 or 4.8% of Seniors report they will or have enlisted in the military. This does not include students who will attend college with a military scholarship.
13/290 or 5.1% of Seniors report they plan to work after graduation.
8/290 or 2.7% of Seniors report they are undecided about their post graduation plans.
4/290 or 1.3% of Seniors report they plan to pursue hockey or junior hockey after graduation.
2/290 or .6% of Seniors report they have secured an apprenticeship after graduation.
71/227 or 31.2% of Duluth East college bound seniors report they will attend school out of state.

  - **Sports Recognition Assembly:** Last all-school assembly of the year had the purpose of highlighting achievements of those in spring sports/activities. Scholarships and awards were given to the top athletes at East.


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Superintendent's Report

May 21, 2024

OUR 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.

OUR VISION

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

OUR CORE VALUES

Learning



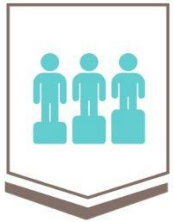
Developing a love of learning through life-long inquiry.

Excellence



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

Equity



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

Collaboration



Working in partnership with staff, families, students and community.

Belonging



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

Topics

- Student Reports
- Referendum Update and Next Steps
- Budget Updates
- Secondary Scheduling Updates
- Legislative Updates
- Other

Referendum Update



Referendum - Next Steps

We are meeting with technology leaders this week to discuss the outcome and impact of the referendum on our technology plan. We will need to scale back on our efforts, timeline and programing, but also need to identify what is most essential that will continue to need funding. We will then identify what funds would need to be reallocated for this effort as part of our overall budgeting process.

Budgeting Reminder

- Phase I would focus on addressing needs for the coming year.
  - 2.3 M in non-personnel budget reductions
  - Proposed usage of assigned fund balance (with board approval) from property sales to create an “off ramp” from ESSER spending for 2024-25

- Phase II will involve a comprehensive, collaborative process involving the board and other stakeholders. We intend to complete the process in early winter of 2025 to allow for 2025-26 budget planning.

Budget Next Steps

- The 2024-25 Budget will be brought for a second reading on June 13th and for approval at the Regular Board meeting on June 18th
- We are developing our timeline for 2025-26 and plan to share it at the Committee of the Whole on June 13th
- We have drafted our budgeting Guiding Change document
- We will plan to bring a final version to the board for approval at the Regular Board meeting on June 18th

Secondary Scheduling Updates

- Flexibility for new requirements is allowed by completing a special request form with a school counselor
  - When a student has seven (7) year long courses, making it impossible to fit in the one semester elective in that grade level
  - Example: A student taking two music courses and world language along with core required courses (English, Math, Science, Social, etc.) OR a student taking CTE block courses along with world language and core courses may not have room in the schedule to take the additional semester requirement
- Principal leadership team is exploring a short-term trial to embed some intervention, club/activity time into a bi-weekly “special schedule”
  - A stakeholder committee will convene in the fall to conduct a more extensive review

Legislative Updates

- Session adjourned on Monday, but was very busy until the final moments
- Limited increases in funding, as expected
- Funding areas:
  - READ Act - Additional funding and flexibility
  - Career and Technical Education funding

Legislative Updates

- **School resource officers:** The Legislature passed a law last year banning school resource officers and other adults from putting students in a prone position. There was a new change signed by Gov. Tim Walz clarifies that prone restraints can be used on a limited basis.

- **Smudging:** The bill allows Native American students or staff to conduct smudging on school grounds under staff supervision. (We already have policy in place.)

- **School cell phones:** Schools must have a cell phone policy in place by March 2025 as part of an education bill sent to the governor. (We already have policy in place.)

- **No book bans:** An education policy bill that prohibits public and school libraries from banning a book “based solely on its viewpoint or the messages, ideas or opinions it conveys” is headed to the governor’s desk. (We already have policy in place.)

Questions

Schedule of Meetings and Events

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

Listening Session Guidelines

The Schedule of Meetings and Events is Subject to Change.

Week of May 20 - May 24, 2024

Tuesday *Member Banks will be attending remotely from 315 N. Lake Ave. #326, Duluth MN 55806*	May 21, 2024	5:30 p.m. - 6:15 p.m.	Listening Session
Tuesday *Member Banks will be attending remotely from 315 N. Lake Ave. #326, Duluth MN 55806*	May 21, 2024	6:30 p.m.	Regular School Board Meeting
Wednesday	May 22, 2024	7:00 p.m.	Goldfine Gold Star Teacher Award Ceremony Lincoln Park Middle School 3215 W. 3rd St.

Week of May 27 - May 31, 2024

None

**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
May 17, 2024

Monthly Committee of the Whole Board Meeting
Duluth Public Schools, ISD 709
Agenda
Tuesday, May 7, 2024
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
     - 1) Presentations
       - a. Office of Education Equity Achievement & Integration 2
       - b. Secondary Updates: Plans and Recommendations 36
       - c. Teachers on Call 49
       - d. FY25 Proposed Budget 60
       - e. ECFE 70
       - f. Check & Connect Update 86
       - g. Duluth Adult Education (DAE) Update 98
   - C. Other
4. **ADJOURN**

COW Agenda Cover Sheet

Meeting Date: May 7, 2024

Topic: Achievement and Integration Plan

Presenter(s): Nate Smith

Attachment (yes): There will be a PowerPoint presentation

Brief Summary of Presentation or Topic (no more than a few sentences): Presentation of program plan, implementation and strategies.

Office of Education Equity
Achievement & Integration Plan

Nate Smith - Coordinator

ISD 709 Duluth Public Schools

What is the Achievement & Integration Program?

- This A&I program was established to:
  - Increase racial and economic integration
  - Reduce achievement disparities
  - Increase access to effective and diverse teachers
- 24-26 Plan linked here

How do districts get identified and receive revenue?

- **Racially Isolated (RI):** Enrollment of protected-class students districtwide is more than 20 percent, compared to the number of protected-class students in one of their adjoining districts.
- **Adjoining:** District physically adjoins a racially isolated district.
- **Racially Identifiable School (RIS):** Enrollment of protected-class students at a school is more than 20 percent, compared to the number of protected-class students within the district (for the same grade levels served).
- **Voluntary:** District participates voluntarily when geographically feasible. Participation must be approved by the Minnesota Department of Education (MDE).

What is a racially identifiable school?

- When the difference of enrolled protected students at a school is more than 20 percent when compared to the district's average for students in the same grade levels, the school with the higher percentage is considered a racially identifiable school (RIS).

**Districts that are racially isolated or have a racially identifiable school are required to be in the A&I program.*

What does the phrase “protected class students” refer to?

- When determining which districts are eligible for this program, protected class students means students who self-report as being in one of the race and ethnicity categories used by school districts and MDE to track student enrollment. These categories are African/Black Americans, Asian/Pacific Americans, Chicano/Latino Americans, American Indian/Alaskan Native, and multi-racial.

Is Achievement and Integration revenue provided through a grant?

- Achievement and Integration revenue is not administered as a grant.
- It is a 70 percent aid, 30 percent levy appropriation.
- A&I aid payments are made to districts through the state's education IDEAS aid system.

How is A&I funding calculated?

$350 x district's adjusted pupil units for the current year x

Ratio of district's enrollment of protected students (previous school year)

Total Enrollment (previous school year)

What do districts need to spend funding on?

Strategies aligned with Minnesota Department of Education Achievement and Integration Program Goals:

- Increase racial and economic integration
- Reduce achievement disparities
- Increase access to effective and diverse teachers

Parameters for Achievement & Integration funding

- Alignment with Minnesota Department of Education Achievement and Integration goals
- Up to 80% Student Supports
- Up to 20% Professional Development
- Up to 10% Administrative Costs

A&I Plan Input

- Per state statute, the A / I plan developed through input from the community (Minn. R. 3535.0160, subp. 2, and 3535.0170, subp. 3).
  - Community collaboration council
    - Education Equity Advisory Council
  - American Indian Parent Advisory Committee
  - Staff and families at Racially Identifiable School - Myers Wilkins Elementary School

Achievement & Integration
District Wide Strategies & Supports

- Coordinator & Administrative Assistant - Office of Education Equity
- 12 Integration Specialists
- Social Emotional Learning Specialist
- Family Engagement Programming
- Ojibwe Language Teacher & Coordinator
- Office of Education Equity Recruitment & Retention program
- Office of Education Equity Professional Development offerings

Strategy #1 - Integration Specialists

- Role and Responsibilities: Integral part of Duluth Public Schools' efforts in Cultural & Racial Integration, Increasing Graduation Rate, Academic Proficiency, and Family Engagement.
- Team Size: Twelve (12) full-time Integration Specialists to support elementary schools, middle schools, high schools, District Treatment Centers, Residential School sites, and Arrowhead Juvenile Center.
- Student Support: Each Specialist manages a roster of students, providing one-on-one check-ins (MTSS Tier 3) focusing on Attendance, Academics, Behavior, Goal Setting, and College/Career Readiness.
- Data-Driven Support: Develops student rosters based on assessment data (MCA, Benchmark), attendance rates, behavioral referrals, and staff/administrator input to reduce achievement disparities.
- Interventions and Enrichment: Conducts small group MTSS Tier 2 and 3 interventions focusing on Cultural and Racial Identity development, integrated learning sessions, and academic/behavioral support during intervention/enrichment periods.
- Family Engagement: Acts as a liaison between home and school, building intentional relationships with families/caregivers to support diverse family engagement based on site-specific needs.
- Programs and Initiatives: Provides culturally responsive after-school and in-school programs, supports college and career readiness, and develops Personal Learning Plans (PLPs) for each student.
- Cultural Learning Opportunities: Offers integrated cultural learning opportunities aligned with MTSS interventions/enrichments to promote increased racial and economic integration.
- Collaboration and Team Involvement: Participates in school leadership teams (e.g., Student Support Team, Continuous Improvement Team) and collaborates with students, families, and staff to facilitate the Family Engagement program.

Strategy #2 - Social Emotional Learning Specialist

- District-wide Programming and Supports: Contributes to developing culturally responsive resources and strategies for Social-Emotional Learning (SEL) across all grade levels, Ensures MTSS (Multi-Tiered System of Supports) interventions for Social-Emotional Behavior (SEB) are culturally responsive and tailored to individual student needs, Collaborates with community engagement initiatives and district committees focused on equity.
- Culturally Responsive Approach: Utilizes culturally responsive strategies, resources, and materials when working with students and staff & Provides Tier 1 SEL support for staff, coordinates co-located mental health services, and offers Mental Health Crisis support to students.
- Direct Supports to Schools: Primary support role at Lowell Elementary School, with additional support for other elementary schools as required, Embeds SEL opportunities in K-5 classrooms through consistent, meaningful learning activities, Offers short-term Tier 1 extension opportunities and Restorative Conflict Resolution as needed.
- MTSS and Team Collaboration: Leads Tier 1 activities within the school's MTSS Social Emotional Behavior Team, Provides guidance on Tier 2 SEB interventions and best practices, Partners with families and community providers to address attendance barriers for protected class students.
- Community Partnerships and Programs: Coaches the PBIS (Positive Behavior Interventions and Supports) Team and contributes to the school attendance team, Continues partnerships with community organizations to expand access to supportive services for families (e.g., Kid's Closet, Second Harvest Backpack Program).

Achievement & Integration Recruitment & Retention

Achievement & Integration Recruitment & Retention Program. Strategy #3
Type of Strategy: Recruitment and retention of racially and ethnically diverse teachers and administrators.

The focus of the Recruitment & Retention program is to assist in the racial diversification of our staff.

This will be done through the following strategies:

- The Office of Education Equity is currently working on identifying diverse staff through district wide self identification surveys to continue to develop and create Affinity groups, as well as share information/opportunities
- Affinity Group development and events/opportunities to discuss Climate dynamics and build a sense of community and networking for
  interested diverse staff within the district (currently staff of color and folks within the LGBTQIA+ community)
  - First one this year was on December 12, with 30 folks self identified and 17 participants
  - Second one was scheduled for Monday, March 25th but cancelled due to a snow day
    - Rescheduled to Monday, April 29th
    - 40 folks invited, who have self identified
- Provide Staff of Color with access to the Professional Development being offered each year
  - Information shared through affinity groups, Integration Specialist teams, American Indian Home school Liaisons, immersion teachers, and with teachers/staff as they have reached out to OEE
  - Hiring of the new professional development coordinator will support increased PD access for all staff

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A&I - Recruitment & Retention - continued

Recruitment & Retention Program. Strategy #3

Continued

- Provide additional support and resources for Staff of Color throughout a year such as interracial conflict resolution
  - Case by case basis as staff reach out or get referred to the Office of Education Equity
- Offer Mentorship to interested Staff of Color
  - The plan is to identify interested participants and develop this program at upcoming Affinity group meetings
- Anti-bias training for Human Resource staff
  - Achievement Integration Goal of 90% of HR staff trained this year.
    - HR has reported that 100% of their staff has taken the 4 hours, self guided Kirwan Institute Implicit Bias Training (LINKED HERE) and received Implicit Bias Certifications
  - Goal is for the OEE to develop a Culturally Responsive Hiring Strategy training that HR staff can receive by the end of the 2023-2024 school year

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A&I - Recruitment & Retention - continued

Recruitment & Retention Program. Strategy #3

Continued

- Continued the development of a "Racial Diversity Recruitment Team" that assists in job postings, serves on screening/interview teams, attends job fairs and sets up recruitment table at diverse community events, such as Juneteenth Celebration and area Powwows - Office of Education Equity will contract with individuals and/or offer compensation for current Staff of Color to serve on the team to ensure a diverse team.
    - There is currently 12 employees on the diverse screening/interview team.
        - There is a written directive for leaders to utilize this list for all hiring processes.
    - To date, the HR team has participated in five job fairs this school year attended by diverse candidates,.
    - THe HR team is already scheduled to attend the Juneteenth Celebration with a job interest table..
- Staff using preferred name
    - HR has revised the badging process to allow for employees to use their preferred name and is working with the technology team to address preferred name related to email, computer logins, etc.

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Other Equity R&R initiatives

- Applied for the Come Teach in Minnesota Grant
  - Teachers must immediately qualify for a Tier 2 or higher Minnesota license
  - Have moved to Minnesota from out of state
  - Belong to a racial or ethnic group that is underrepresented among teachers, compared to students in the district or school
  - Eligible employers may offer a hiring bonus up to $5,000 for eligible teachers.
  - Additionally, if a teacher who received a hiring bonus successfully completes four years of service in the hiring district or charter school, that teacher can receive a retention bonus equal to their hiring bonus.
    - A teacher must have a Tier 3 or Tier 4 Minnesota teaching license to qualify for the second half of the bonus.
- Supported the district and HR department's application to Grow Your Own Grant by providing written narratives to identified questions
  - HR department facilitated the GYO application with limited support from OEE
  - Grant award notifications going out March, 2024
- HR Department, in partnership with CareerForce, applied for and received the Drive for Five grant.
  - Grant specifically intended for supporting individuals to work in educational services.
  - Focuses support for low-income households and BIPOC individuals.
  - Focuses on diversity, equity, inclusion and retention training of staff to increase the understanding of welcoming and retaining a diverse workforce.

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Strategy #4 - Family Engagement

- Designed to bring together staff, parents, caregivers, students, and community
- Objectives:
  - Gain access to district, school, and classroom resources
  - Increase communication with school staff
  - Enhance staff understanding of cultural differences
  - Foster educational learning environments at home
- Support provided:
  - Food
  - Childcare
  - Transportation support to increase access and participation from all communities

Strategy #5 - Professional Development

- Primary PD program: SEED - Seeking Education Equity & Diversity - training - 24 hours covering:
  - indigeneity and two-spirit persons
  - Racism, classism, ageism
  - race and culture studies
  - ethnocentrism vs holism
  - monolingualism
  - English-first language and how to meet various language needs in schools
  - inequity and inequality in education
  - class and housing, socioeconomics
  - sexuality and gender studies;
  - sexism, phobias, transgenderism
  - allyship and creating a safe, welcoming space
  - students with physical disabilities and/or neurodivergence
  - religious discrimination
  - reflection on -isms and their systemic relevance within education
- Incentives:
  - CEUs, Substitutes, Stipends, and/or Lane Change Credits, Cultural Competency requirements
- Participants to integrate principles into instruction, grading practices, and/or curriculum
- Expected outcomes:
  - Increased culturally responsive teaching and learning
  - Reduction of achievement gaps in classrooms and schools

ISD 709 Duluth Public Schools

Strategy #6 - Middle & High School Ojibwe Language Teacher/Coordinator

- Provide in person instruction in Ojibwemowin 1 and 2 & 3 CITS courses at East & Denfeld
- Goal: Boost enrollment and retention, collaborate with Fond du Lac Tribal and Community College.
- Conduct weekly WIN Enrichment sessions around Ojibwe language and culture
- Facilitate integration of Ojibwe Language programming in our high schools by working with school counselors and staff to reduce stereotypes.
- Promote courses to increase enrollment (target: 18+ students per class)
- Collaborate with principals, administration for Ojibwe Language revitalization sign project
- Serve students in grades 6-12.

Achievement & Integration
Strategies & Supports for Racially Identifiable School (RIS)
Myers-Wilkins Elementary School

- Enrichment Coordinator & Young Scholars Program Facilitator
- Social Emotional Learning Specialist
- Integration Specialist (1 of the 12)
- 3 Reading Interventionists (1 at Lowell to support Equitable Enrollment/School Choice)
- 1 Math Interventionist
- 2 KG classroom assistants
- Intervention Materials
- Professional Development
- In school learning opportunities and field trips
- Afterschool and summer school programming
- 2 Ojibwe Immersion classroom assistants (At Lowell to support Equitable Enrollment/School Choice)

RIS Strategy #1 - Reading Interventionists

- Role: Skilled teacher specializing in reading and literacy interventions.
- Target Students: Grades Kindergarten to 5th identified in "Strategic" or "Intensive" ranges of MTSS (Tier 2).
- Methods:
  a. Utilizes culturally responsive strategies and materials that validates students' cultural and racial identities.
  b. Uses data-driven decision-making to collaborate with teachers and support staff.
- Goal: Improve academic proficiency in reading and literacy through targeted interventions.

RIS Strategy #2 - Ojibwe Immersion Classroom Assistant

- Responsibilities: Assist teachers and staff in implementing the Ojibwe Language Immersion curriculum, support the achievement and integration goals of the program.
- Program Objectives: Improve academic performance based on national research on language immersion programs, address integration needs by providing Ojibwe Immersion programming in Duluth Public Schools.
- Collaboration: Collaboration between Lowell Elementary and Myers-Wilkins Elementary (RIS) to implement the Ojibwe Immersion program. Aim to decrease racial and economic enrollment disparities at RIS.
- Equity Measures: Ensure equitable access to educational resources and programming.

RIS Strategy #3 - In school learning opportunities and field trips

- Hands-On Learning: Provide students with hands-on learning experiences aligned with the curriculum and community service learning opportunities. Trips to out-of-school learning centers and visits from representatives of these centers in classrooms.
- Family Engagement: Hold Family Nights to connect school learning with families. Aim to strengthen the connection between school content and student families.
- Cultural Validation: Utilize culturally responsive strategies and curricular materials to validate students' cultural and racial identities.
- Accessibility: All Family Nights will be free of charge.Transportation will be provided for families who require it to attend these events.

RIS Strategy #4 - After school and summer programming

- Program Objectives: Provide culturally responsive, safe, nurturing, and enriching experiences for students. Build academic, creative, and life skills among students.
- Organizers: Programs are organized by the Myers-Wilkins Community School Collaborative (MWCSC) in collaboration with school principal and staff.
- Inclusivity: Ensure intentional efforts to include Protected Class students in cooperation with RIS and MWCSC staff. Participation rates of Protected Class students will reflect the percentage of enrolled students at RIS.
- Focus Areas: Programs align with school goals; Academics, Cultural and racial identity, School pride, Engagement, Opportunity

RIS Strategy #5 - Professional Development

- Purpose: Improve student achievement and enhance culturally responsive teaching.
- Offerings: Workshops, training, and resources for district staff.
- Focus Areas: Culturally Responsive Practices, Undoing Racism, Curriculum Development & Integration, Racial Identity Development.
- Incentives: CEUs, substitutes, stipends, and/or lane change credits for participants.
- Outcomes: Integration of strategies into instruction, grading practices, and curriculum.
- Impact: Increase in culturally responsive teaching and learning, leading to reduced achievement gaps among students.

RIS Strategy #6 - Math Interventionist

- Role: Skilled mathematics teacher specializing in interventions.
- Target Students: Grades Kindergarten to 5th identified in "Strategic" or "Intensive" ranges of MTSS (Tier 2).
- Methods:
  a. Utilizes culturally responsive strategies and materials.
  b. Validates students' cultural and racial identities.
  c. Uses data-driven decision-making to collaborate with teachers and support staff.
- Goal: Improve academic proficiency in mathematics through targeted interventions.

RIS Strategy #7 - Social Emotional Learning Specialist (SEL)

- Role: Full-time Certified School Counselor or Social Worker focusing on Social Emotional Learning (SEL).
- Intervention Model: Provides tiered support aligned with MN MTSS intervention model. Offers Tier 1 small-group therapeutic counseling, push-in SEL opportunities, and Restorative Conflict Resolution supports.
- Approach: Utilizes culturally responsive strategies and materials to validate students' cultural and racial identities. Leads SEL programming at Myers-Wilkins and conducts individual/small group check-ins for supplemental SEL support. Supports staff with SEL training and coordinates mental health referrals and crisis assessments for students.
- Responsibilities: Serves on the school MTSS Social Emotional Behavior Team as Tier 1 lead. Aims to reduce behavior referrals and suspensions while increasing consistent attendance rates for all students through SEL initiatives.

RIS Strategy #8 - Equitable Enrollment Option Transportation

- Purpose: Ensure equitable access to school enrollment choices and increase access to RIS for White, Non-FRP families from Lowell attendance area.
- Transportation Routes: Busing provided between RIS and neighboring Lowell Elementary to facilitate enrollment options.
- The district absorbed the costs for this strategy because it was having the opposite intended effect

RIS Strategy #9 - Intervention Materials

- Objective: Purchase reading and math intervention materials to support student learning in resource rooms and classrooms.
- Purpose: Ensure availability of culturally responsive, appropriately leveled resources. Increase student academic achievement, confidence, cultural identity, racial identity, and self-esteem.
- Components: Leveled books, manipulative materials, and web-based programs for individual and small-group instruction. Shared among interventionists and classroom teachers to support MTSS academic plans.
- Tools and Approaches: Utilization of Reading Diversity LITE (Teacher's Edition) to select diverse texts. Integration of diverse racial perspectives into core and intervention curriculums.
- Benefits: Supports diverse learning needs and interests. Facilitates personalized learning and accelerated interventions based on student levels and interests.

RIS Strategy #10 - Kindergarten Instructional Assistants

- Role: Address early learning disparities and kindergarten readiness measures in kindergarten classrooms.
- Objective: Utilize culturally responsive strategies and materials to validate students' cultural and racial identities.
- Approach:
  a. Use data-based decision-making to collaborate with teachers and support staff.
  b. Provide necessary interventions to improve academic proficiency and school readiness for kindergarten students.
- Staffing: Two full-time Instructional Assistants supporting three kindergarten classrooms.

RIS Strategy #11 - Site Enrichment Coordinator and Young Scholars Program Facilitator

- Role: Provide gifted and talented learning opportunities for accelerated academic growth for identified K-3 students at Myers-Wilkins.
- Objectives: Ensure equitable access and representation for Protected Class students in rigorous coursework. Collaborate with district-level and site staff to develop and implement the K-3 Young Scholars program.
- Approach: Use culturally responsive strategies and materials to validate students' cultural and racial identities. Facilitate Tier 1 and Tier 2 enrichment experiences for classrooms and the entire school.
- Collaboration: Work with district-wide gifted and talented staff to ensure successful transition of students. Coordinate STEM support and manage STEM resources at Myers-Wilkins.
- Community Engagement: Explore partnerships with community organizations and experts to provide enrichment opportunities. Collaborate with integration specialists, social workers, American Indian education staff, and community resources.
- Outreach: Share enrichment opportunities widely through district website, social media, and community engagement to attract new families and promote racial and economic desegregation at Myers-Wilkins.

Reflections & Questions?

nathan.smith@isd709.org
218-336-8714

ISD 709 Duluth Public Schools

COW Agenda Cover Sheet

Meeting Date: May 7, 2024

Topic: Secondary Updates: Plans and Recommendations

Presenter(s): Jen Larva and Danette Seboe

Attachment (yes): **Presentation**

Brief Summary of Presentation or Topic (no more than a few sentences): Presentation that provides updates on MS Model planning and 7-Period Day planning for the 2024-25 school year.

Secondary Updates:
Plans and Recommendations

May 2024

Tonight's Agenda

Update on Secondary Schedule Plans

Recommend New Graduation Requirements

Recommend New Course Additions

Next steps

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Ten Minnesota Commitments to Equity
1. Prioritize equity.
2. Start from within.
3. Measure what matters.
4. Go local.
5. Follow the money.
6. Start early.
7. Monitor implementation of standards.
8. Value people.
9. Improve conditions for learning.
10. Give students options.

Updates:
MS Model Planning
7-Period Day

MS Model Planning

- Purchased 9 book titles based on model for asynchronous learning
- Professional Development partnership with AMLE on June 6
  - Teaching in a block
  - Advisory
- Site based shared learning and teaming on June 7
- Curriculum writing
  - New course additions
  - Adjusting current courses
- Communication of plans
  - Video on website
  - Superintendent messages
  - Site messages



MS Schedule

M, T, F: Regular 7 period schedule									
47 min	7 Pd Day	Period 1	Period 2	Period 3+ (52)	Periods 4 / 5 / Lunch			Period 6	Period 7
	6th	8:40-9:27	9:32-10:24	10:29-11:16	11:21-11:51 (L)	11:56-12:43 (4)	12:48-1:35 (5)	1:40-2:27	2:32-3:19
	7th	8:40-9:27	9:32-10:24	10:29-11:16	11:21-12:08 (4)	12:13-12:43 (L)	12:48-1:35 (5)	1:40-2:27	2:32-3:19
	8th	8:40-9:27	9:32-10:24	10:29-11:16	11:21-12:08 (4)	12:13-1:00 (5)	1:05-1:35 (L)	1:40-2:27	2:32-3:19
W, Th: Block schedule									
78 min	Wed.	Pd 1	Advisory (32)	Flex (34)	Lunch and Period 3			Period 5	Period 7 (39)
	6th	8:40-9:58	10:03-10:35	10:40-11:14	11:19-11:49 (L)	11:54-1:12		1:17-2:35	2:40-3:19
	7th	8:40-9:58	10:03-10:35	10:40-11:14	11:19-11:55 (36)	12:00-12:30 (L)	12:35-1:12 (37)	1:17-2:35	2:40-3:19
	8th	8:40-9:58	10:03-10:35	10:40-11:14	11:19-12:37		12:42-1:12(L)	1:17-2:35	2:40-3:19
78 min	Thurs.	Pd 2	Advisory (32)	Flex (34)	Lunch and Period 4			Period 6	Period 7 (39)
	6th	8:40-9:57	10:03-10:35	10:40-11:14	11:19-11:49 (L)	11:54-1:12		1:17-2:35	2:40-3:19
	7th	8:40-9:57	10:03-10:35	10:40-11:14	11:19-11:55 (36)	12:00-12:30 (L)	12:35-1:12 (37)	1:17-2:35	2:40-3:19
	8th	8:40-9:57	10:03-10:35	10:40-11:14	11:19-12:37		12:42-1:12(L)	1:17-2:35	2:40-3:19

Recommendation:
New Graduation Requirements

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Current Graduation Requirements

	Grade 9	Grade 10	Grade 11	Grade 12	Totals
English	1.0	1.0	1.0	1.0	4.0 credits
Math	1.0	1.0	1.0		3.0 credits
Science	1.0	1.0	1.0		3.0 credits
Social St.	.5	1.0	2.0		3.5 credits
Health / PE	.5	.5			1.0 credits
Arts	1.0				1.0 credits
Electives	7.0				7.0 credits
*Note that WIN has been included in elective total					22.5

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Graduation Requirement Proposal

Considerations:

- Step up graduation requirements each year
- Required courses designed to support our students and tied to World's Best Workforce Plan, includes CCR Requirements
- Computer Science and Personal Finance on the horizon at state level
- Require students in 9-11 to carry a course load of 6+ classes each semester
- Require seniors to carry a course load of 5+/sem
- On par with area school requirements

This year's	Class	Credits	Required Course
11th	2025	22.5	(Personal Finance)
10th	2026	23.0	Career, College, & Life Readiness
9th	2027	23.5	Computer Science
8th	2028	24.0	9th Grade Futures

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Recommendation:
New Course Additions

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New Course Development

In support of students:

- **Academic Skills for Success (Repeatable)**
  - Designed to support credit deficient students incl. tutoring
  - Study skills & individual tutorials; job prep, readiness, application, and interview skills; comm skills; personal assessment and awareness activities; and small group seminars.
- **9th Grade Futures: Navigating High School and Beyond**
  - Exploring student strengths and passions, connecting to opportunities after high school
  - Teaches academic and professional skills for success through high school and into adulthood
- **11th Grade College, Career, and Life Readiness**
  - Post-secondary opportunity exploration and research
  - Professional Skill development
  - Preparation for Life Skills needed moving into adulthood
- **10th Grade Computer Science**
  - Teaches use of computer applications needed for educational, personal, and professional development
  - Digital Citizenship, Ethics, and Professionalism in Digital Communication

In support of diverse offerings:

- **Global and Indigenous Sports**
  - PE Elective
- **Diverse Perspectives in Literature**
  - ELA elective course, BIPOC and LGBTQ+ Authors, including local
- **African American Folklore and Storytelling**
  - ELA Elective
- **American Sign Language**
  - World Language Department
- **CITS Anishinaabeg of Lake Superior**
  - FDLTCC CITS Course
- **Ethnic Studies**
  - Social Studies elective
  - MDE Requires offering this elective by 2026
- **Anthropology**
  - Social Studies Elective

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Next Steps

- Board approves new graduation requirements, including credit increases and new semester-based required courses
- Share new requirements with staff, students, families, community
- Adjust registration to include student interest in new diverse elective offerings
- Budget for summer curriculum writing needs
  - Hire teachers and any necessary consultants
  - Review curriculum resources
- Purchase any new curriculum resources or materials

COW Agenda Cover Sheet

Meeting Date: May 7, 2024

Topic: Teachers On Call

Presenter(s): Theresa Severance, Executive Director of Human Resources and Operations and Melanie Belavilas, Teachers on Call

Attachment (yes or no): Yes

Brief Summary of Presentation or Topic (no more than a few sentences): This presentation will provide a 2024 update of the substitute support we receive through our contract with Teachers on Call. Presentation will include data analytics, substitute statistics and recruiting updates, and general feedback from schools and substitutes.

Mid-Year Review 2024

4.2.2024

teachers ON CALL®

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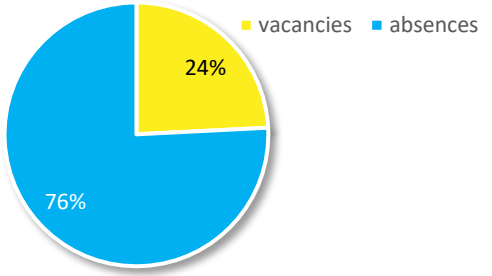
Absence data

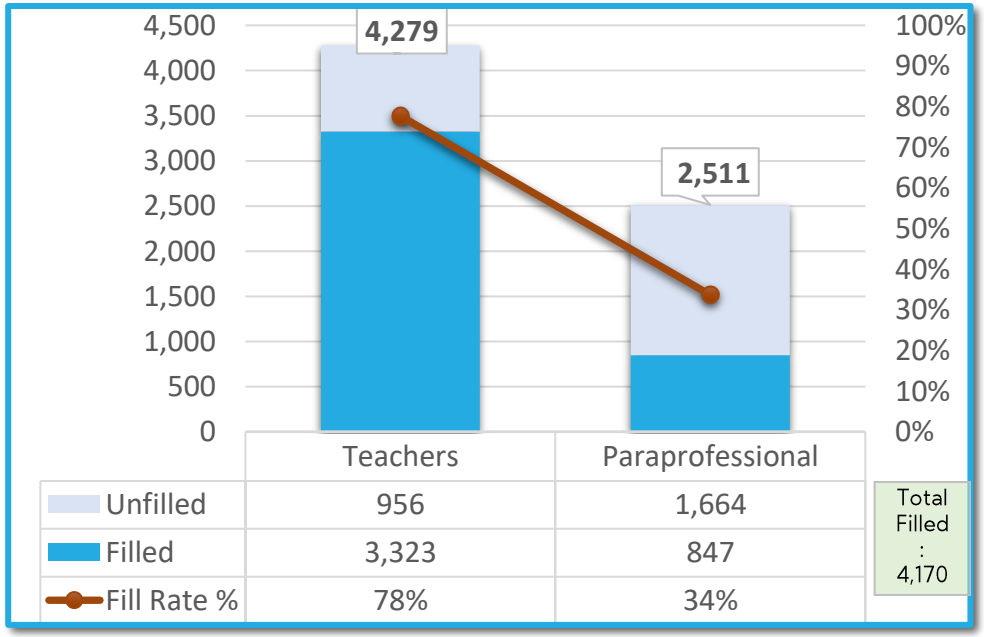
9.5.2023 – 3.22.2024

Teacher Absence Data				
	Requested	Filled	Unfilled	Fill Rate
2022-2023	4008	3067	941	76.5%
2023-2024	4279	3323	956	**77.7%**

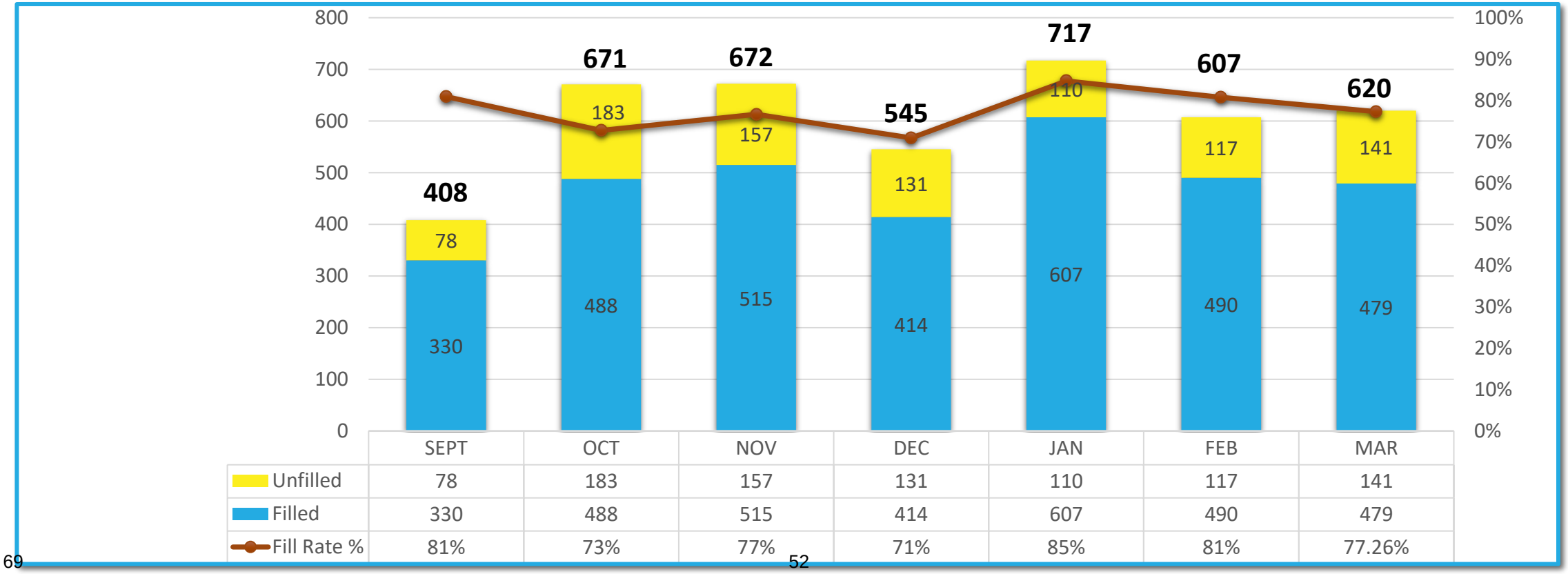
Para Absence Data				
	Requested	Filled	Unfilled	Fill Rate
2022-2023	1876	635	1241	33.9%
2023-2024	2511	847	1664	**33.7%**

YTD (3/22/2024) Overall Sub Requests	Substitute Pool Size	Substitutes Added Since 8/1/2023	Absenteeism Rate
6790	**195** (Para: 94 Teacher: 155)	116	4.7%





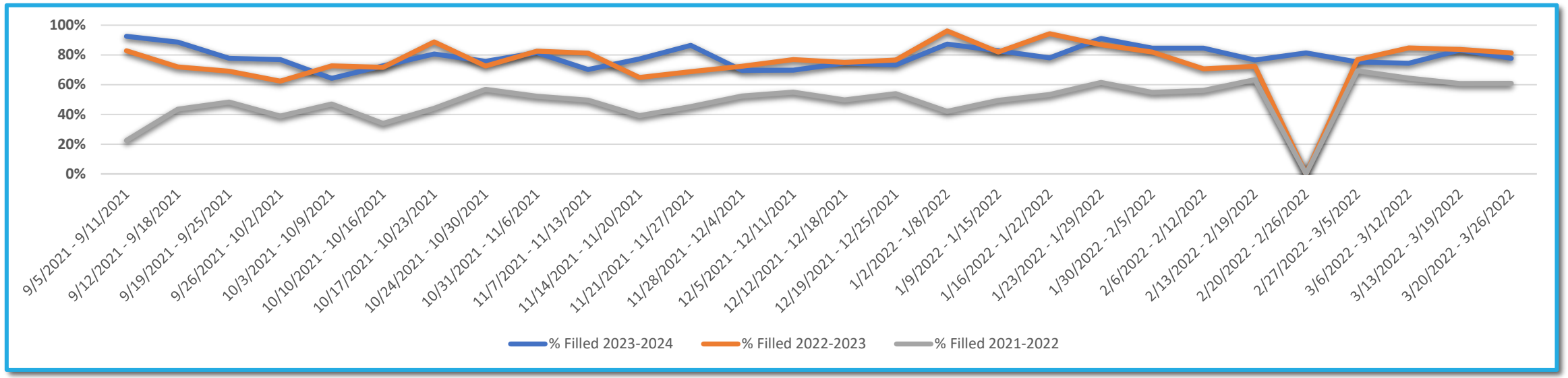
Teacher fill rate



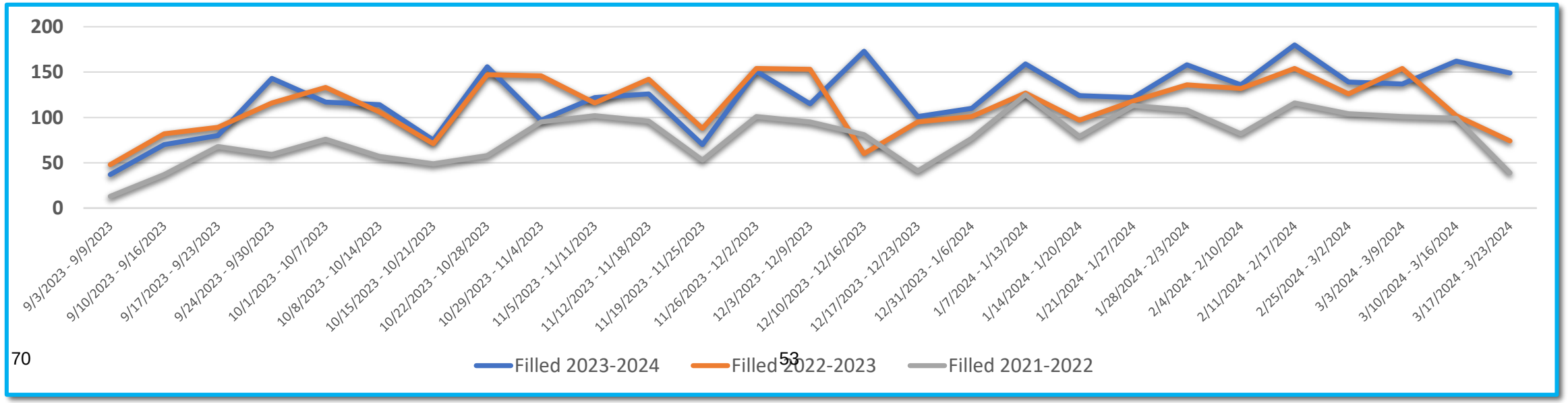
	SEPT	OCT	NOV	DEC	JAN	FEB	MAR
Unfilled	78	183	157	131	110	117	141
Filled	330	488	515	414	607	490	479
Fill Rate %	81%	73%	77%	71%	85%	81%	77.26%

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Teacher fill rate % trendline

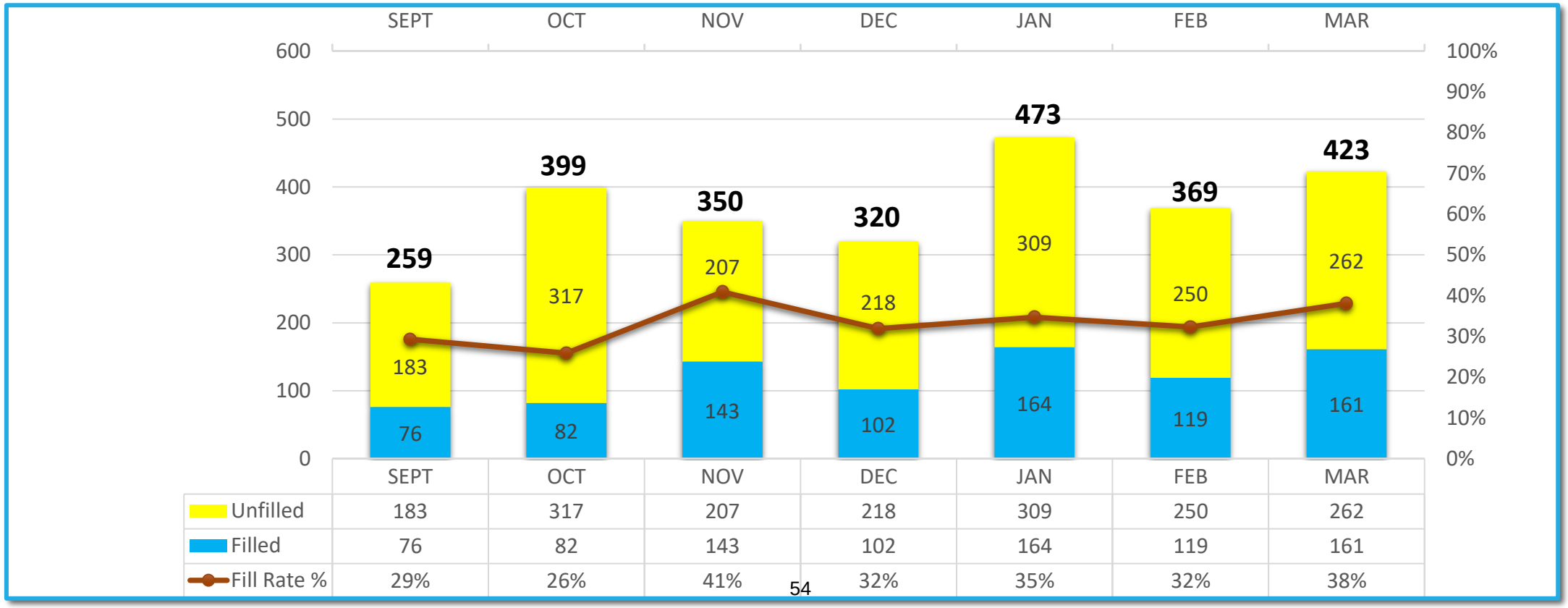


Number of filled **teacher** positions



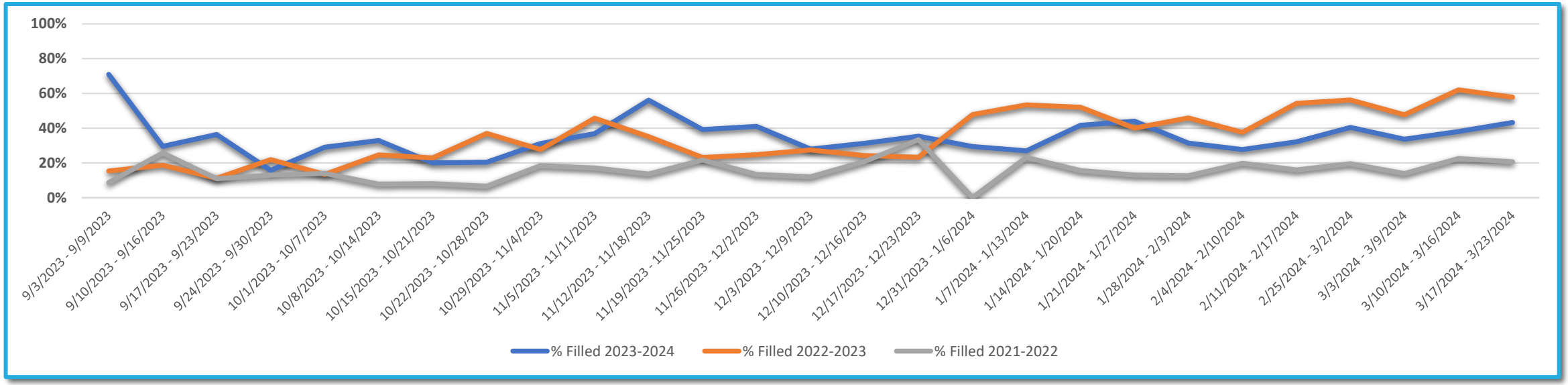
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Paraprofessional fill rate

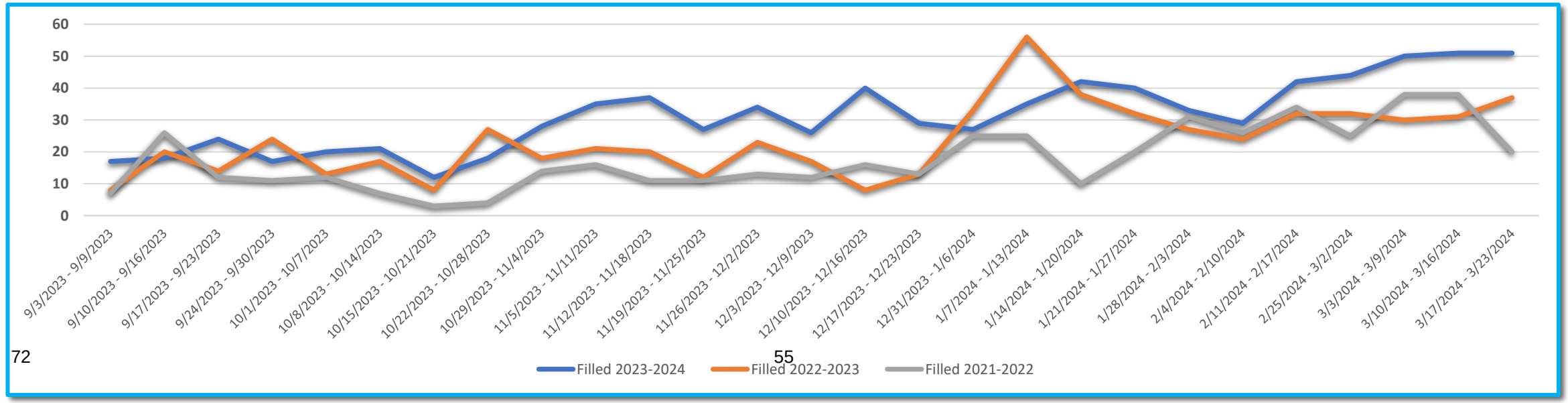


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Paraprofessional fill rate % trendline



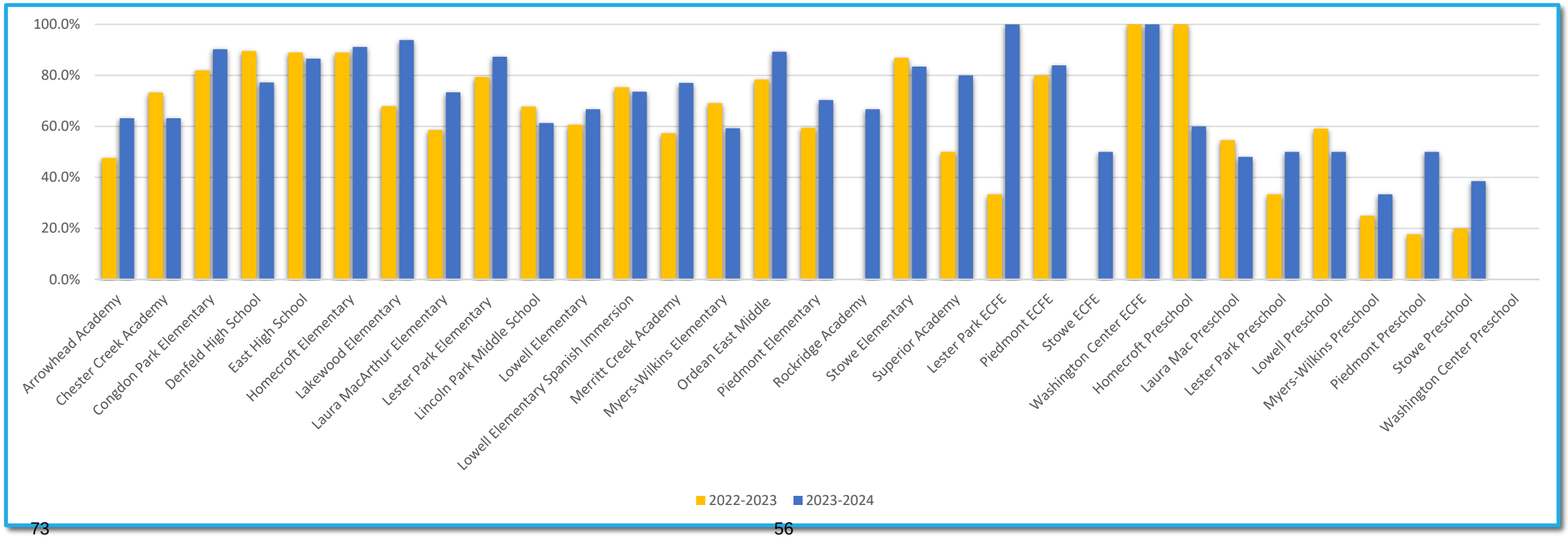
Number of filled **paraprofessional** positions



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Teacher Fill Rate Comparison 2022–2023 vs. 2023–2024

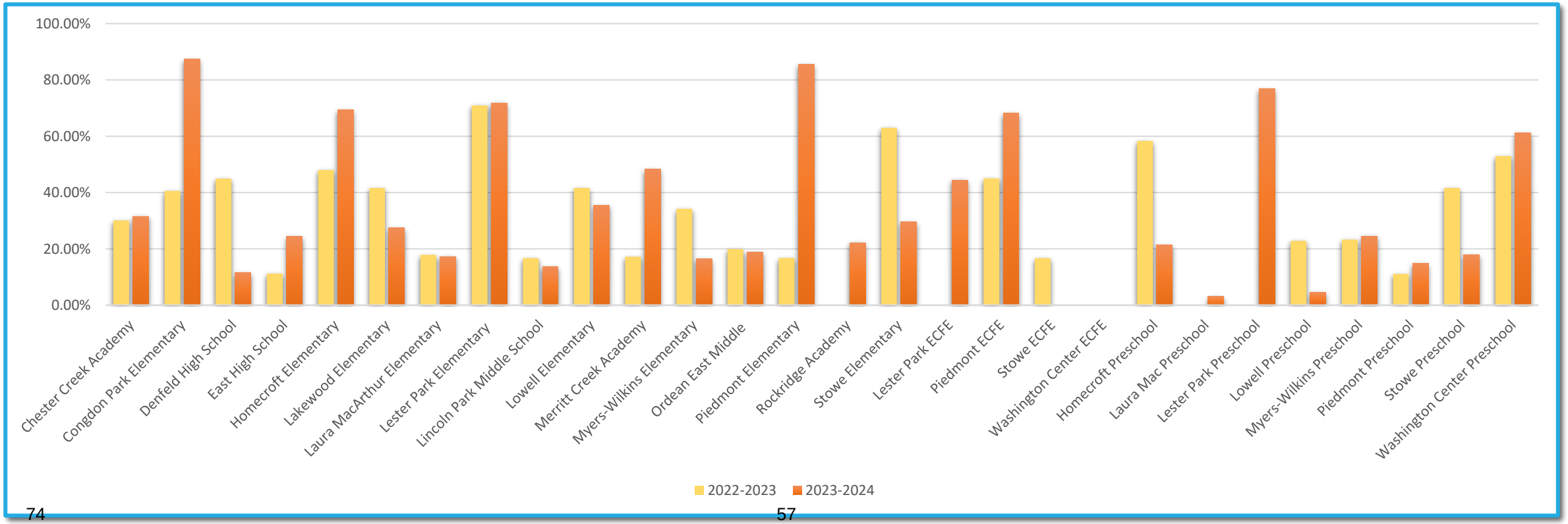
(9.5.23– 3.22.24)



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Paraprofessional Fill Rate Comparison 2022–2023 vs. 2023–2024

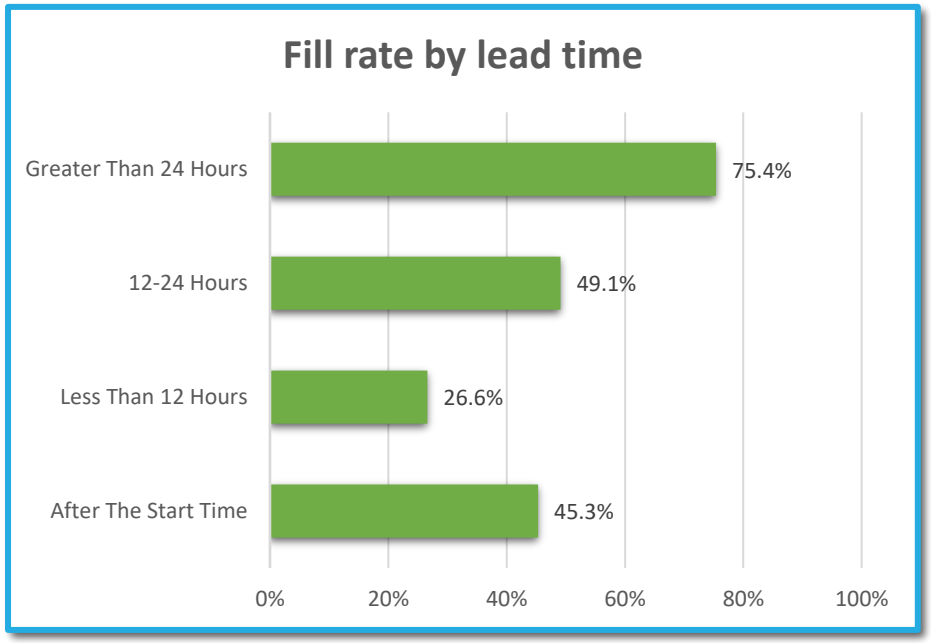
(9.5.23– 3.22.24)

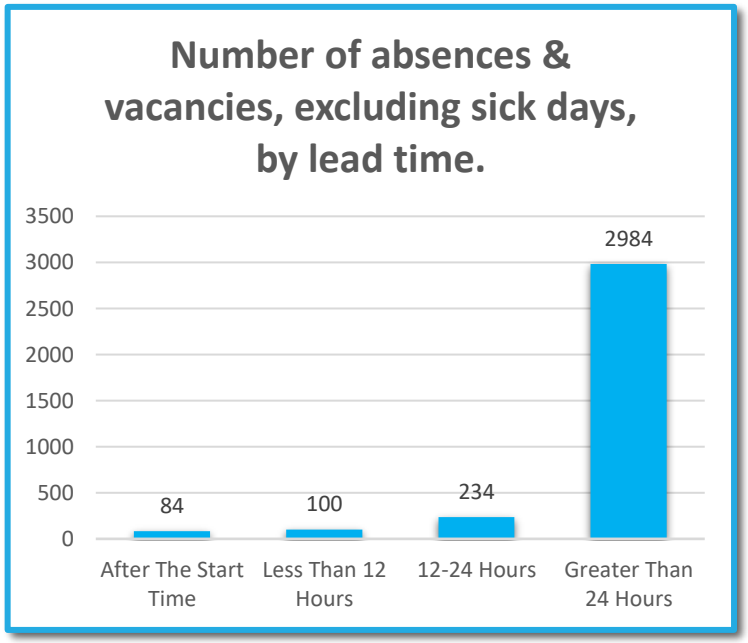


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Absence lead and fill time







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Substitute Updates

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116
Substitutes Hired

175
Substitutes Worked

195
Active Substitutes



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COW Agenda Cover Sheet

Meeting Date: May 7, 2024

Topic: FY25 Budget Update

Presenter(s): Simone Zunich

Attachment (yes): There will be a PowerPoint presentation

Brief Summary of Presentation or Topic (no more than a few sentences): Presentation of the preliminary FY25 budget.

Head Start Self Assessment: PDF

Head Start Federal Grant: PDF

Head Start Transportation Waiver: PDF

FY25 Preliminary Budget Review



Committee of the Whole

First Reading

May 7, 2024

78

61

1

Duluth Public Schools

Timeline

- April 2024 | Individual board member meetings occurred to review the 5-year analytics and the FY25 preliminary budget
- April 25 | Board work session at Denfeld High School
- May 7 | Committee of the Whole – First reading
- June 11 | HR/Business Services
- June 13 | Committee of the Whole – Second reading (include categorical aid breakdown and final basic formula aid)
- June 18 | Regular Board Meeting – Adoption
- July 2024 | Guiding change document will be presented with timeline dates to address the FY26 budget reductions
- Smaller group meetings are possible within this timeline

Summary

Overview/Definitions:

General Fund includes General (01), Transportation (03), and Operating Capital (05). Within the General and Operating Capital funds, certain revenues will have reserve requirements.

Additional funds include Food Service Fund (02), Community Service Fund (04), Construction Fund (06), Debt Service Fund (07), Trust Fund (08), Internal Service Fund (20).

The process for General Fund Revenue budgeting will include projecting and analyzing current Federal, State, and Local revenues along with forecasting legislative or local district changes to revenues.

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Duluth Public Schools

Summary

- Revenue has increased slightly.
- Basic formula allowance is based on 2% over FY24.
- Expenses have increased due to the lack of ESSER funding and increased cost associated with salaries, benefits and operations.
- Overall, the FY25 budget will be balanced using assigned fund balance and internal operational budget adjustments.

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Public Schools

FY25 Revenue Projections

	FY24 Revenue	FY25 Revenue	Dollar Change
General Education Aid	$73.9M	$74.5M	$1.3M
Special Education Aid	$21.3M	$22.6M	$1.3M
Property Tax Levy	$39.2M	$45.1M	$5.7M
Federal Funds	$22.7M	$13M	($9.6M)
Non-Federal Grants	$2.3M	$2.3M	$0.0M
Funded Programs	$8.4M	$8.8M	$424K
Other Revenue	$7.9M	$7.9M	$21K
Debt Service	*$23.6M*	*$28.0M*	*$4.4M*
Food Service	$6.0M	$6.1M	$100K
Community Education	$8.4M	$8.5M	$100K

82 65

- FY25 General Fund revenue is lower than the current year's revenue budget with the loss of ESSER funding.

  Additional Factors:
  - The district has increased funding due to the Property Tax Levy and the passing of Question 1 on the November 2023 ballot.
  - Special Education Aid has increased due to Cross-Subsidy Aid.
  - Debt Service had an increase in revenue due to the passage of Question 1 on the November 2023 ballot.

Duluth Public Schools

FY25 Expense Projections

	FY24 Expense	FY25 Expense	Dollar Change
Salaries and Wages	$85.5M	$86.1M	$538K
Employee Benefits	$40.5M	$41.6M	$1.0M
Purchased Services	$12.5M	$12.3M	($118K)
Supplies and Materials	$12.4M	$8.1M	($4.3M)
Capital Expenditures	$6.4M	$3.3M	($3.1M)
Other Expenditures	$427K	$427K	$0
Debt Service	$23.6M	$27.3M	$3.7M
Food Service	$6.0M	$6.1M	$100K
Community Education	$7.6M	$7.7M	$100K
	83	66	

- FY25 Salaries and Benefits expense has a slight increase over FY24 due to the retention of 28 ESSER funded staff and the implementation of the middle/high school scheduling models.
- Purchased Services expense remains stable over FY24 due to the anticipation of no reductions to transportation and operating costs.
- Supplies and Materials expense were reduced by $4.3M with the loss of ESSER funding.
- General Fund Capital Expenditures reduced by $3.1M due to the passage of Question 1 in November 2023.

Comparing Revenue to Expense

PROPOSED FISCAL YEAR 2024/2025 BUDGET

REVENUES	Proposed FY 2025 Budget
01 General Fund	130,317,920
02 Food Service	6,000,000
04 Community Service	8,580,500
06 Construction	
07 Debt Service	28,067,285
08 Trust	276,100
20 Internal Service	950,000
79 Student Activities	276,264
Subtotal - Revenues	174,468,069

EXPENDITURES	Proposed FY 2025 Budget	Dollar Change
01 General Fund	136,758,474	($6,440,554)
02 Food Service	6,080,202	($80,202)
04 Community Service	7,780,783	$799,717
06 Construction		
07 Debt Service	27,393,530	$673,755
08 Trust	263,733	$12,367
20 Internal Service	929,564	($29,564)
79 Student Activities	276,264	
Subtotal - Expenditures	179,482,550	

84

67

Duluth Public Schools

Projected Enrollment

- Analysis completed 6 months prior
- Due to FY23 final counts of 8,120, we are using the ADM count of 8,074

		PROJECTED ENROLLMENT				
	2024	2025	2026	2027	2028	2029
EARLY CHILDHOOD (EC)	120	115	115	111	106	102
VOLUNTARY PRE K	35	35	35	35	35	35
HANDICAP (K)	131	127	121	117	113	108
Grades K-5	3,411	3,352	3,301	3,219	3,140	3,029
Grades 6-8	1,685	1,721	1,802	1,791	1,769	1,769
Grades 9-12	2,607	2,505	2,383	2,393	2,421	2,448
Area Learning Center	0	0	0	0	0	0
TOTAL ENROLLMENT	**7,989**	**7,855**	**7,757**	**7,665**	**7,584**	**7,491**
Change		(134)	(98)	(92)	(81)	(93)
% Change		-1.68%	-1.25%	-1.18%	-1.06%	-1.23%

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Questions?

86

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COW Agenda Cover Sheet

Meeting Date: May 7, 2024

Topic: Early Childhood Family Education

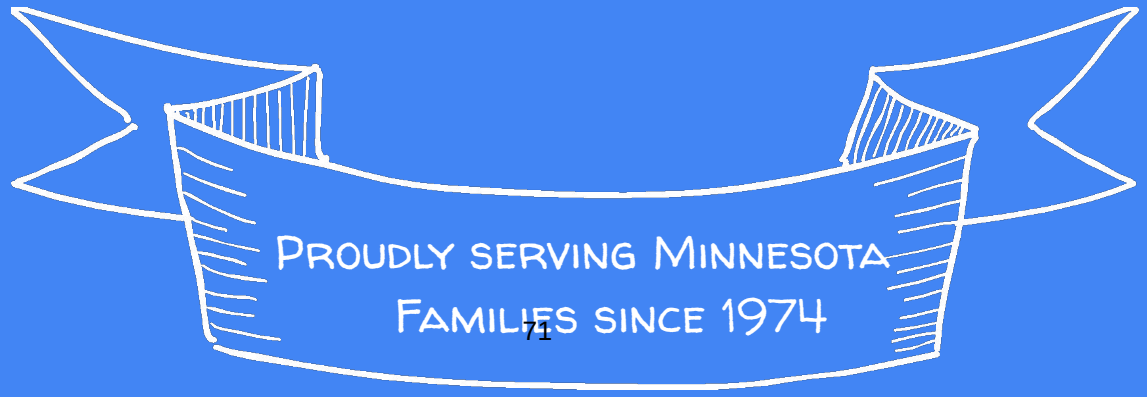
Presenter(s): Jen Jaros

Attachment (yes): Slides sent to Shannon

Brief Summary of Presentation or Topic (no more than a few sentences): ECFE Overview, Updates and Invitation to ECFE's 50 Anniversary & Reunion on May 18th at Chester Park



EARLY CHILDHOOD FAMILY EDUCATION



Early Childhood Family Education- ECFE

Mission

To strengthen families through the education and support of <u>all</u> parents to provide the best possible environment for the healthy growth and development of their children.



~ In ECFE, we recognize that <u>parents</u> are a child's first and most important teacher. ALL families are welcome. ~

MN & Duluth Public Schools has a rich history of valuing Early Childhood programming.

Early Childhood Programs Offered in ISD709

- **Early Childhood Family Education** (1974 legislation passed, 1979 in Duluth)
  - Classes, Home Visits, Partnerships/outreach, Connecting to Resources
  - Parenting Education, Early Childhood Education
    - Licensed teachers
- Early Childhood Special Education (1986)
  - B-2 yrs, 3-5 yrs
  - Help Me Grow
- Early Childhood Screening (1977)
- Duluth Preschool
  - Head Start (1965)
  - School Readiness (1991) -Parent fee/sliding scale
  - Voluntary Pre K (2016)
  - Early Learning Scholarships



- ECFE funding
  - Community Education & Services umbrella
  - State Aid, Local Levy, Home Visiting Levy, Grant Funding, participant fees on sliding scale
  - Formula based on B-4 Census (5352 - 23/24)
  - Sliding Fee Scale: we do not turn anyone away due to inability to pay (many offerings are free)

- Program Leaders
  - Jeremy Rupp - Community Education Coordinator
  - Jen Jaros - ECFE Coordinator
  - Must



Early Childhood Family Education- ECFE

Mission

To strengthen families through the education and support of <u>all</u> parents to provide the best possible environment for the healthy growth and development of their children.



92

Statute 142D.13

- **Purpose** is to provide parenting education to support children's learning and development.
- Must appoint an advisory council

In ECFE, we recognize that parents are a child's first and most important teacher. ALL families are welcome.

Community Education Programming...

Youth Programming

- ★ **Early Childhood Family Education**
- ★ School-Age Childcare
- ★ Youth Enrichment
- ★ Youth Services
- ★ Drivers Education
- ★ Safe Routes to School Coordination
- ★ Project Access

Adult & Additional Programming

- ★ **Early Childhood Family Education**
- ★ Adults with Disabilities
- ★ Adult Enrichment
- ★ Senior Enrichment
- ★ Adult Basic Education (DAE)
- ★ Facilities-Use











Class Locations For Families with Children Birth to PreK

- Piedmont Elementary
- Washington Center
- Lester Park Elementary
- Stowe Elementary





- For <u>All</u> Caregivers, regardless of age:
  Circle of Security Parenting at Myers-Wilkins, Lester Park & Piedmont for any parent/caregiver/staff/community member

Components of a Typical Class

- Parent/Child Activities & Child Lead Play, large group stories and songs
- Parent Education & Discussion
- Early Childhood Education

- Families attend weekly, for 1.5 Hrs
- Daytime & evening classes offered
- 0-4 Mixed ages classes or Sibling Care offered for families with more than one child

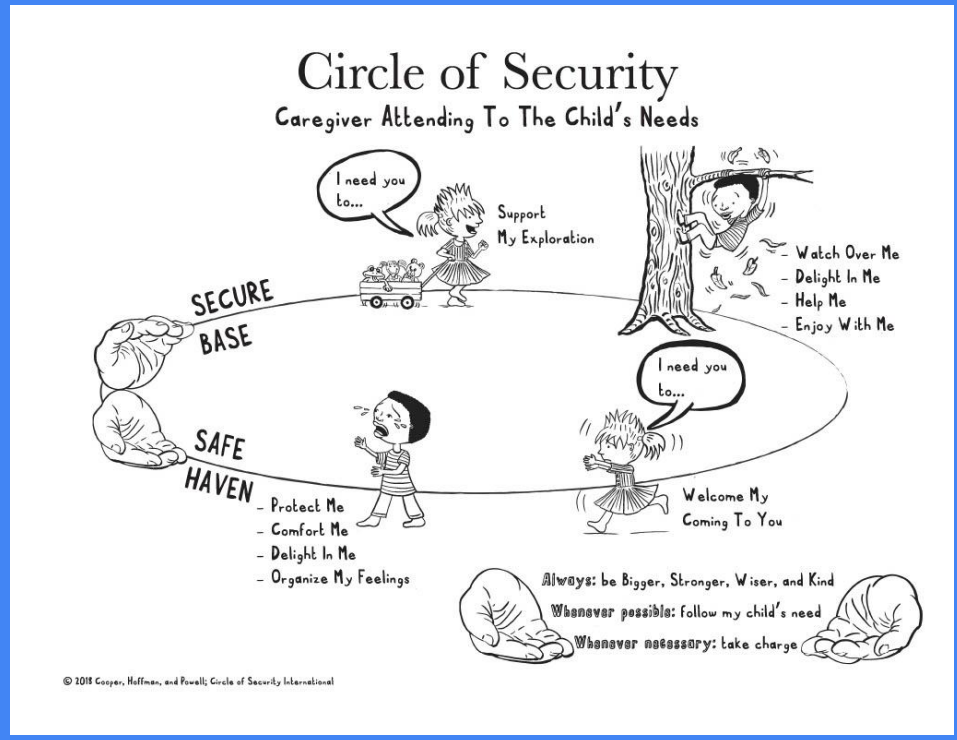


Taught by:

- Licensed Early Childhood Teachers
- Licensed Parent Educators
- Paraprofessionals assisting children in class/sibling care

Curriculum

- MN's Parent Education Core Curriculum Framework
- MN's Early Childhood Indicators of Progress (aligned with K12 Standards)
- Circle of Security Parenting (Secure Attachment sets the foundation)
- Research based information & Resources
- Parenting lessons developed with each class to fit the needs & interests of each group
- Connect families to district & community resources



MN's Parent Education Core Curriculum Framework Domains

Parent Development

Parent-Child Relationships

Early Childhood Development

Family Development

Culture & Community

Partnerships (no fees charged to families)

- Amazing Newborn @ St Luke's & Essentia – Birthing Units and Prenatal Classes
- LifeHouse – with parenting youth/young adults
- NERCC (Northeast Regional Corrections Center) – with incarcerated fathers
- Home Visits – in home, classroom, outdoors, phone, virtual
- Family Friend & Neighbor caregiver (FFN)
- Child Care Provider Mentorship (Circle of Security)
- Community Resource Navigator
  - A one on one visit using Help Me Connect and Bridge to Benefits web based tools
- Duluth Children's Museum – teen parents, fieldtrips
- Salvation Army – Circle of Security Parenting group
- YWCA, Annie's house, Every Child Ready Duluth, Duluth Public Library and more...

New Next Year...

- Empowering Teen Parents
  - ECFE/ALC – Teen Parenting course for credit
  - Hybrid Online/In-Person – Gatherings are at & in partnership with Duluth Children's Museum

DULUTH CHILDREN'S MUSEUM

- Caregiver Connections – ECFE/ECSE Collaboration
  - for families with children receiving special services, held weekly at Washington Center

Join Us!

ECFE's 50th Anniversary and Reunion

May 18th, 10am–Noon
Chester Park
bus shuttle from UMD Maroon Lot

Play, Resources, Entertainment
by Terrence Smith,
Food Trucks, Community and more...



Thank You



Facebook: Duluth ECFE - early childhood family education

https://www.isd709.org/academics/early-childhood

jennifer.jaros@isd709.org

Early Childhood Office: 218-336-8815
admin assistant Sharie Blevins

COW Agenda Cover Sheet

Meeting Date: May 7, 2024

Topic: Check & Connect

Presenter(s): Sarah Laulunen

Attachment (yes): There will be a PowerPoint presentation – sent to Shannon

Brief Summary of Presentation or Topic (no more than a few sentences): Update of Check & Connect 23-24 along with testimonials from students/families about how Check & Connect has supported them.

Duluth Public Schools
Check and Connect Program Update
May 2024

Sarah Laulunen, LICSW
Check & Connect Coordinator

ISD 709 Duluth Public Schools

The Evolution of Check & Connect in the Duluth Public Schools

ISD 709 Duluth Public Schools

What is it?

Check & Connect is an intervention used with students who show **warning signs of disengagement** with school and who are **at risk of dropping out**.

- Check - Mentors **systematically monitor student performance** (e.g., absences, tardies, behavioral, grades)
- Connect - Mentors provide **personalized, timely interventions** to help students solve problems, build skills, and enhance competence. Mentors work students and families for **at least two years**, functioning as liaisons between home and school and **strive to build constructive family-school relationships**. See the Components and Elements of Check & Connect.

106 89

How It Started

US Department of Education, Office of Special Education Program (OSEP) charged states to develop a multi-year plan that would improve high school graduation rates for Black and/or American Indian and youth with disabilities.

- In 2015, the Minnesota Department of Education identified Duluth Public Schools as one of four districts that accounted for approximately 30% of the population group
- MDE partnered with districts to implement an evidence-based practice to impact graduation rates
- According to the U.S. Department of Education's What Works Clearinghouse, Check & Connect **is the only program** found to have strong evidence of positive effects on staying in school.

Where We've Been

- Started slow and small, focused on building internal capacity. See: District Capacity Assessment Results Over Time
- Improved graduation rates of Black and American Indian students with disabilities. See Graduation Rates Over Time
- Wrapped up initial grant in Spring 2021, sought external funding, and began planning for expansion
  - Were awarded $1.6 million to add mentors to each secondary school; later obtained additional funding to add a position at ALC and to expand data use
  - Modified mentor job description to better align with heightened post-pandemic student needs

Where We Are

Students Enrolled

277

Total Schools

5

Total Mentors

15

Average Caseload

18.5

Average Weekly Minutes

72

Program Impact

Decrease in Absences

46% or 101 of 219

Decrease in Suspensions

38% or 11 of 29

Where We Are Going

- Continue to increase the percentage of historically underserved students receiving a Check & Connect mentor

Student Group	Receiving Check & Connect 23-24	Receiving Check & Connect 22-23	Enrollment in District
Students of color	52.1%	39.2%	22.5%
Students receiving special education services	15.7%	21.3%	20.7%
Students receiving free or reduced price meals	57.8%	64.1%	43%

- Provide Check & Connect training and support to other staff across the district .

110 93

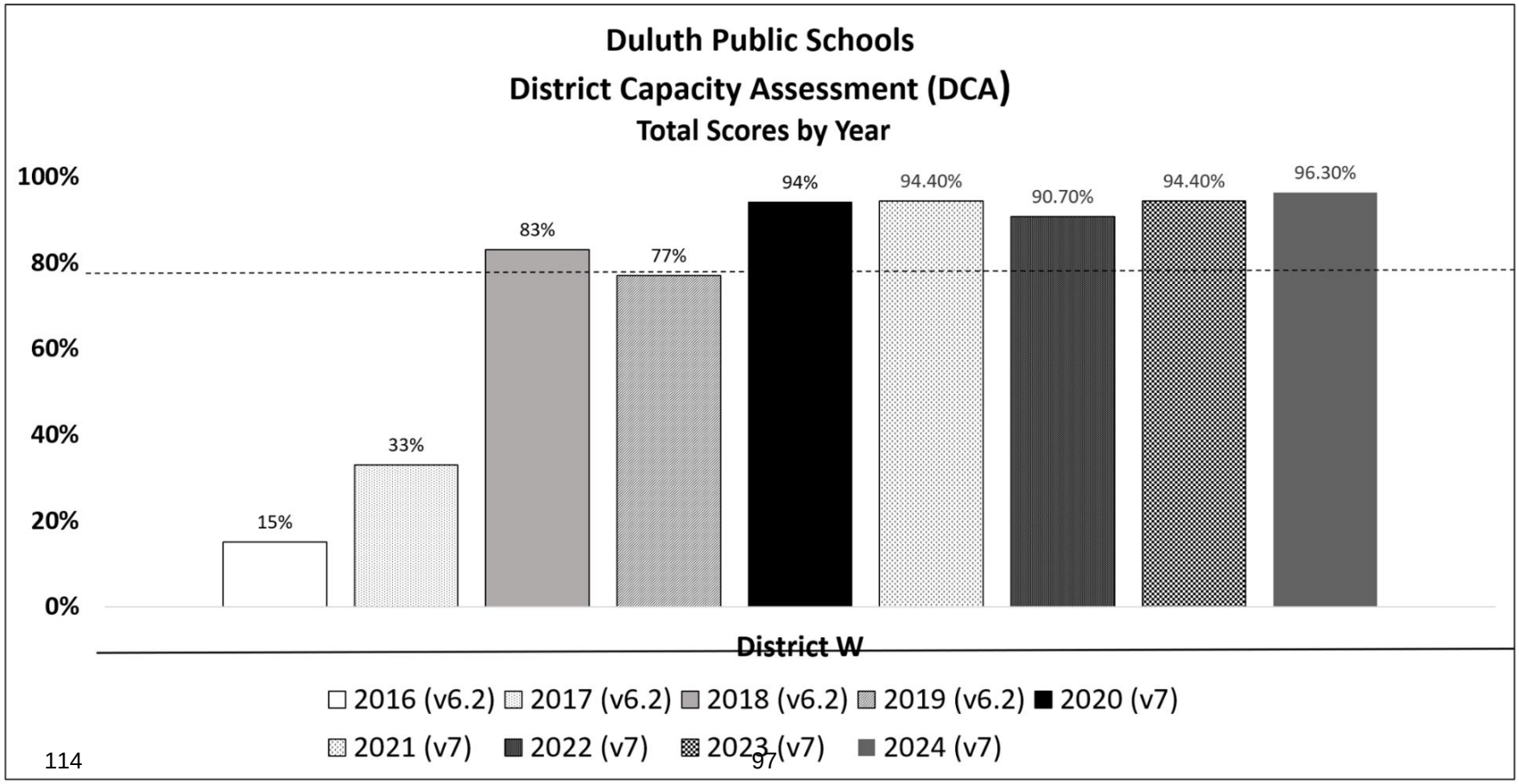
Where We Are Going

- Utilize 2 more years of partial funding from SLC to continue programming.
- Continue the things that are working, such as:
  - Partnering closely with MDE staff
  - Providing ongoing professional development and support to mentors
  - Delivering the evidence-based practice with fidelity
- Transition away from district-driven leadership by continuing to building capacity at school-level
- Provide additional training and support on using data to identify students, monitor progress, exit students

Student & Family Testimonials

Additional Data

District Capacity Assessment Results Over Time



114

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COW Agenda Cover Sheet

Meeting Date: May 7, 2024

Topic: Duluth Adult Education (DAE) Update

Presenter(s): Angie Frank

Attachment (yes): There will be a Google Slide presentation – will be sent to Shannon.

Brief Summary of Presentation or Topic (no more than a few sentences): Presentation to give an overview of the Duluth Adult Education program.

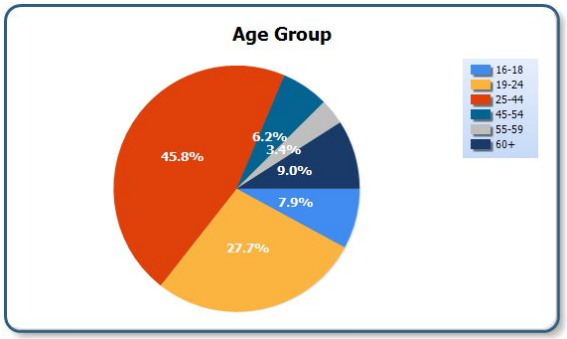

DULUTH
ADULT
EDUCATION
LEARN | ACHIEVE | SHINE

Overview of DAE Programs

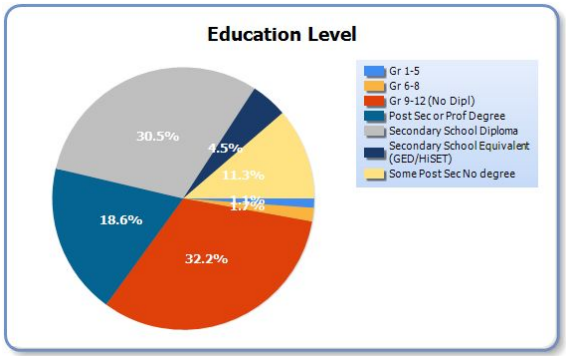


\+ St.Louis County Jail

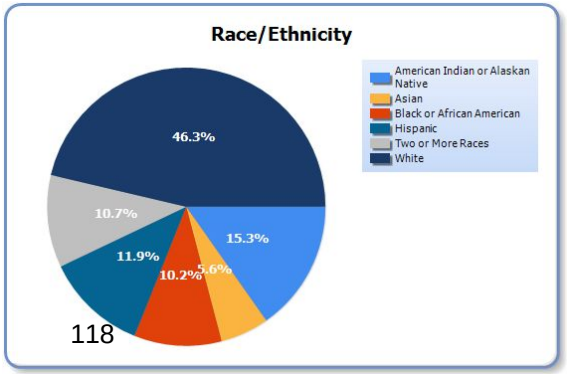
DAE Demographics 2023-2024 - Who are DAE students?



74% ages 19 - 44



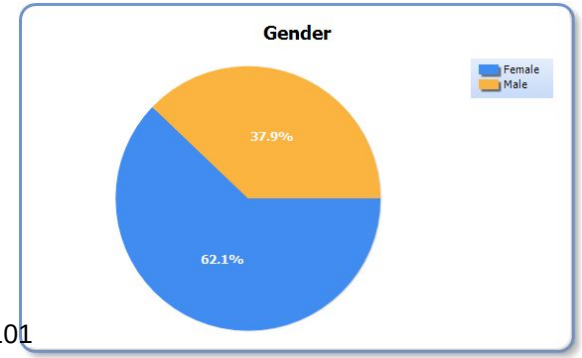
35% have no high school diploma



118

54% students of color

> This is an increase from 48% last year



101

62% female students

> State database does allow for “Other gender identity” to be selected

Understanding DAE student experience

- New student surveys implemented this year

How do you hope to feel at DAE? (incoming survey)



119

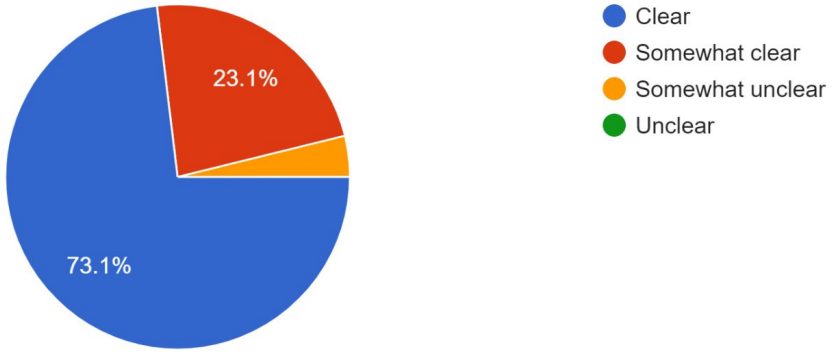
How do you feel at DAE? (post-survey at 40 + hours)



102

8. How clear is the path to reaching your goal?

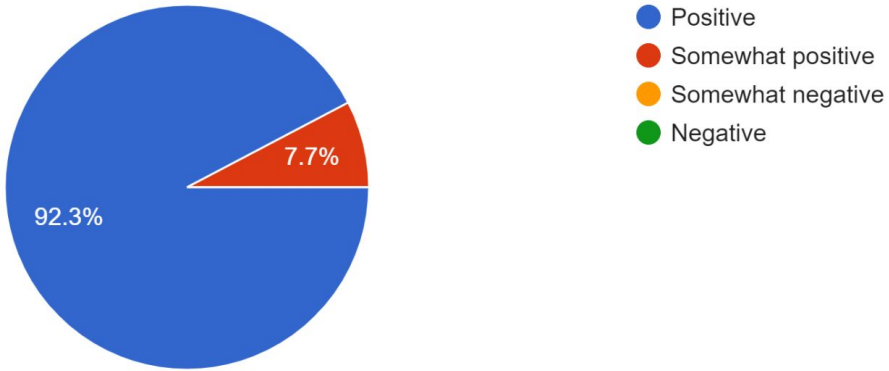
26 responses



Student Comment: “It was super easy and straightforward!”

9. How has your overall experience been as a student in our programs?

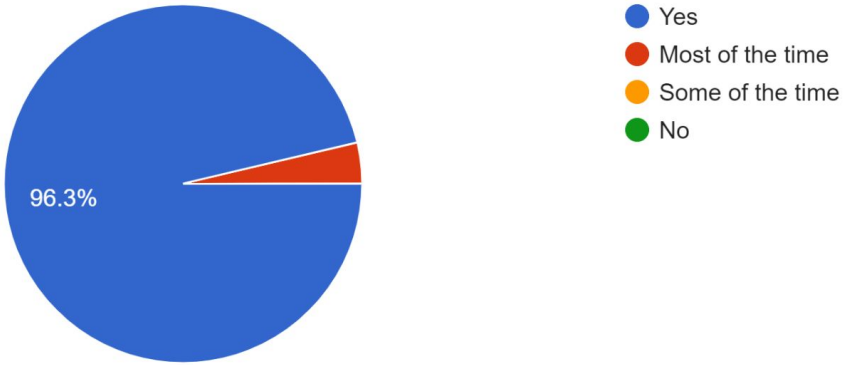
26 responses



Student Comment: “Lots of positive reinforcement. Made it feel as though we mattered individually. The teacher was transparent and human. Lots of laughs!”

10. It is our goal to make everyone feel comfortable, welcome, and safe in our programs. Do you think we accomplished that goal with regard to studen...city, religion, age, family system, sexuality, etc.?

27 responses



Student Comment: “I usually feel so uncomfortable because I am the only person that is not white. Something happened here being the only person not while but I wasn't uncomfortable at all. I usually quit because the feeling is too uncomfortable but I looked forward to coming to this class. No problems at all!”

11. Did you learn what you hoped to learn?

25 responses

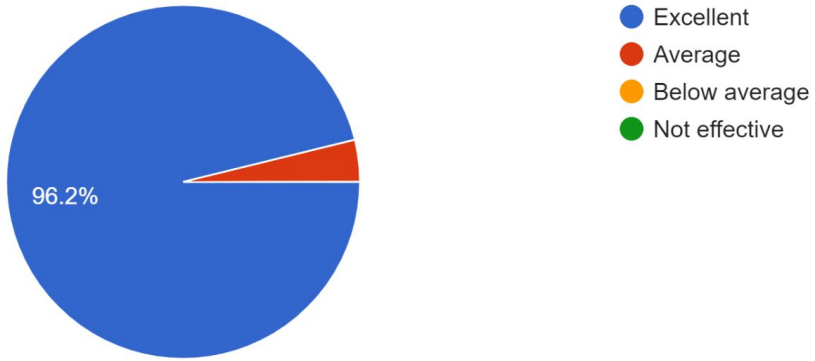


Student comment: “I was very fortunate to have teachers who encouraged me to pursue my dreams of being a first time graduate. There would be times I wouldn’t check in and my teachers would reach out to bring me back to focus! I will be the first in my family to have a diploma.”

123 106

12. How would you rate the quality of your teacher?

26 responses



Student Comment: “Linnea is an absolutely amazing teacher. She keeps you interested and focused on what she's teaching so you don't get bored and makes it easy to understand.”

DAE Students Served and Contact Hours

- Covid Recovery and Growth

	DATE RANGE	# OF STUDENTS	# OF CONTACT HOURS
Post-Covid Rebuilding	5/1/2023 - 3/30/2024	1047	17,106
Post-Covid Rebuilding	5/1/2022 - 4/30/2023	769	16,377
Covid + Oct. 2021 Move	5/1/2021 - 4/30/2022	425	12,481
Covid	5/1/2020 - 4/30/2021	489	14,045
Covid March 2020	5/1/2019 - 4/30/2020	994	21,118
Pre-Covid	5/1/2018 - 4/30/2019	1235	24,090
Pre-Covid	5/1/2017 - 4/30/2018	1375	21,838

DAE Finances

- Relies on contact hours

Federal Adult Basic Education (ABE) Funding Formula
- Enrollment
- Contact Hours

State Adult Basic Education (ABE) Funding Formula
- Census Count
- Contact Hours
- School District Limited English Proficiency Counts
- School District No-Diploma Counts

Federal and state funds cover all of our programming costs.

Duluth Public Schools

District funds cover our building and infrastructure costs. (Thank you!)

We are so excited for our new space at the DNT!

Through the design process, we worked closely with Bryan Brown and Chris Hogan, architect, to design an ideal space to support student success for adult students. (Approx. 6,800 sq. ft) This includes:

- **A welcoming and trauma-informed space**
  - Natural light, views of nature, clear sightlines, autonomy and choice, spaces that provide a sense of safety, respect, community, and dignity. Sources: Forbes Article and Architecture Article
- **Teaching and learning spaces to accommodate our current student population and growth**
  - GED and Diploma classroom
  - English Language (ELL/ESL) classroom
  - Core Skills classroom
  - Career Path classroom
  - Computer lab and student study area
  - 4 testing rooms for GED testing and additional tests administered
  - Student registration room for new students
  - Adequate office space and teacher work area
- **Adult Education as an integral part of the Duluth Public Schools Vision**
  - DAE helps create equity in our community by supporting adult students achieving academic and career goals

Current Growing Pains

We are outgrowing our current location for downtown programming at the Arvig Building (Approx. 4800 sq. ft):

- GED/Diploma teacher and Career teacher share a classroom
- ELL/ESL teacher and Core Skills teacher share a classroom
- Computer lab/multi-purpose room is used daily as a classroom
- Two testing rooms are often at capacity
- Copy machine/teacher work area repurposed for a small group room to accommodate registration, testing, and volunteer tutors
- Our staff room is lined with file cabinets to make room for the small group room
- Data management staff does not have an office and is located in front entry area which results in constant interruptions

And we have a phenomenal staff who put student needs above all else and work together to create a positive environment and experience, even when we are experiencing logistical challenges.

DAE Program Growth Summary

- From 2022/23 to 2023/24

St. Louis County Jail	+ 60%
Core Skills and Computer Skills	+ 50%
English Language Learners (ELL/ESL)	+ 25%
Registration and Distance Learning	+ 35%
Career Path	N/A
College Prep	- 15%
GED and Diploma	- 50%

St. Louis County Jail Program

Class Grants Includes Word: slcj

Student Contact and Proxy Hours

Year	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	Total
Year 2019/2020													
Year 2020/2021													
Year 2021/2022													
Year 2022/2023						38	52	48	99	87	58	69	**451**
Year 2023/2024	201	150	69	91	134	176	146	92	175	195	150	76	**1,655**

Approx. 60% increase

Core Skills and Computer Skills Program

Class Grants Includes Word: basic

Student Contact and Proxy Hours

Year	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	Total
Year 2019/2020													
Year 2020/2021													
Year 2021/2022													
Year 2022/2023					34	42	31	39	49	34	50	28	306
Year 2023/2024	73	62	23		64	89	82	43	88	98	104	77	802

Approx. 50% increase



English Language Learner Program (ELL/ESL)

Class Grants Includes Word: esl

Student Contact and Proxy Hours

Year	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	Total
Year 2019/2020													
Year 2020/2021													
Year 2021/2022													
Year 2022/2023					235	290	345	207	188	180	313	206	**1,963**
Year 2023/2024	332	208	83	8	292	379	411	246	376	314	244	2	**2,892**

Approx. 25% increase



Registration and Distance Learning Platforms (Other)

Class Grants Includes Word: other

Student Contact and Proxy Hours

Year	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	Total
Year 2019/2020													
Year 2020/2021													
Year 2021/2022													
Year 2022/2023				87	491	646	647	507	461	515	472	301	**4,125**
Year 2023/2024	451	190	235	106	1,011	999	1,048	445	905	747	642	45	**6,823**

Approx. 35% increase

Career Path Program

Class Grants Includes Word: career

Student Contact and Proxy Hours

Year	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	Total
Year 2019/2020													
Year 2020/2021													
Year 2021/2022													
Year 2022/2023				157	474	223	313	121	230	167	387	197	2,268
Year 2023/2024	14	37							281	24	154	191	699

N/A Impacted by grant cycle which ended June 2023

PARTNERS:

- CareerForce/City of Duluth
- SOAR Career Solutions
- Community Action Duluth
- Lake Superior College
- Fond du Lac Tribal and Community College
- Regional Online Career Collaborative (ROCC)



College Prep Program

Class Grants Includes Word: college

Student Contact and Proxy Hours

Year	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	Total
Year 2019/2020													
Year 2020/2021													
Year 2021/2022													
Year 2022/2023				444	773	778	698	328	362	358	216	252	4,208
Year 2023/2024	102	128	86	415	703	659	613	85	317	286	157	123	3,674

Approx. 15% decline

PARTNERS:

- Lake Superior College



GED and Diploma Program

Class Grants Includes Word: ged

Student Contact and Proxy Hours

Year	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	Total
Year 2019/2020	35	13	39		24	48	30	12	39	47	25	4	315
Year 2020/2021	21	21			8	14	15	7	9	21	46	39	199
Year 2021/2022	43	18	15		18	10	48	27	27	66	87	45	402
Year 2022/2023	43	44	35	12	138	128	116	55	68	88	154	124	1,004
Year 2023/2024	113	17	17	4	52	48	64	32	77	51	57	34	565

Approx. 50% decline

CURRENT PARTNERS

- CareerForce/City of Duluth
- Community Action Duluth
- Life House
- Lake Superior College
- Arrowhead Economic Opportunity Agency (AEOA)

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Addressing the College Prep Program Decline

- Decline is, in part, due to the academic calendar.
- Adding online asynchronous classes Fall semester.
- Preparing for MN State changes in Developmental Education courses.

Addressing the GED/Diploma Program Decline

- Is it really that bad?

Probably not.

- Data includes only in person students. Considering many students have moved to distance learning options, where we have seen a 35% increase, the decline may not be as significant.

Additional contributing factors:

- GED or Diploma attainment largely follows economic trends. When it is easy to get a job without a high school diploma, people are less motivated to obtain a high school equivalency.
- Fall 2023 we hired a new GED teacher and they are learning the ropes of how to best work with our GED and diploma students.

Addressing the GED/Diploma Program Decline

- What are we doing to improve?

What we implemented this year:

- An ALC referral process when students age out
- Partnership with AEOA to offer online GED classes in the NE region of the state
- New partnerships: Life House
- Offering online synchronous classes
- Offering free GED Ready tests when students register
- Evening GED tutoring
- GED or Diploma Advising Outreach
- Community gathering events (e.g. student success celebrations)

What we will implement next year:

- Improve student tracking system
- Improve efficiency and efficacy of GED path including curriculum and new classes
- And more that is yet to be determined in collaboration with DAE teachers based on data and student experience over the summer

What we will explore for the future:

- Explore with jail administration if we can support GED and Diploma work with people who are currently incarcerated
- Satellite programs and partnerships

Addressing the GED/Diploma Program Decline

- Top priority to serve the Duluth community

Considering the graduation rates of students of color from our district, we know there are many individuals in our community who could benefit from earning a high school credential. Our priority will be to find out how to best serve individuals and communities of color.

Some starting points:

- Building relationships with communities of color
- Partnerships with organizations that serve communities of color
- Satellite sites
- Hiring people of color as tutors and teachers
- Outreach and marketing
- Getting feedback and listening to our students of color to learn how to best support them on a path to success

Graduation Data

DATE RANGE	# of students earning GEDs	# of students earning DIPLOMAS	Students of Color
5/1/2023 - 3/30/2024	9	21	37%
5/1/2022 - 4/30/2023	25	16	44%
5/1/2021 - 4/30/2022 (October 2021 Move)	6	9	27%
5/1/2020 - 4/30/2021 (Covid)	7	10	35%
5/1/2019 - 4/30/2020 (March 2020 Covid)	5	5	20%
5/1/2018 - 4/30/2019	18	3	43%
5/1/2017 - 4/30/2018	25	1	39%

Measurable Skill Gain (MSG) Data 2023-2024

STATE TARGET	All	White	American Indian/Alaska Native	Black or African American	Hispanic	Asian	Two or More Races
28%	35.7%	42.3%	43.5%	33.3%	28.6%	20%	16.7%

Student Supports - How is DAE supporting students?

- Free childcare
  - Through a partnership with the YMCA
- Free transportation
  - Over 1250 bus passes distributed
- Chromebook checkout
- New Wednesday evening opportunities
  - For registration, English language class, and GED tutoring
- Growing volunteer program
  - Increased from 2 volunteers to 19 in the last two years since beginning a volunteer program
- Creating community
  - Student Success Celebrations
  - Student Events

Student Success Celebration March 2024

.



“Thank you for being a big help to me and my fellow classmates and making learning fun and understanding. You change lives daily and deserve to be appreciated always for the work you do. Thank you for everything! “ - DAE Career Path Student

HR / Business Services Committee
Duluth Public Schools, ISD 709
Agenda
Monday, May 13, 2024
District Services Center
709 Portia Johnson Dr.
Duluth, MN 55811
4:30 PM

1. **Guest Presentations for this Meeting - Bryan Brown, Manager of Facilities - Summer Construction Update**
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 7
     - 3) Facilities Department Report 8
     - 4) Technology Department Report 11
     - 5) Transportation Department Report 13
3. **Recommended Resolutions**
   - A. B-5-24-4027 - Acceptance of Donations to Duluth Public Schools 14
   - B. B-5-24-4028 - Designation of the Superintendent as the Identified Official with Authority (IOwA) for MN Dept. of Education (MDE) EDIAM Financial 15
4. **Consent Agenda**
   - A. HR Staffing Report 16
   - B. Finances
     - 1) Financial Report 18
     - 2) Fundraisers 20
   - C. Bids, RFPs, and Quotes
     - 1) BID #1322 Dairy 21
     - 2) BID #1317 Food Requirement Extension 22
   - D. Contracts, Change Orders and Leases - None
5. **Miscellaneous Informational Items (no action required)**
   - A. Expenditure Contracts 24
   - B. No Cost Contracts 123
   - C. Revenue Contracts 138
   - D. Grant Applications 149

Human Resources Report Summary
May 2024 Activities

Staffing Updates:
Number of staffing changes received by HR during the month of April. This is a summary of the consent agenda.

	Certified	Non-Certified
# New Hires	4	16
# Retirements	4	5
# Resignations	7	11
# Leave of Absences	13	7

HR Department Updates:
Human Resource staff attended the East High School Hiring Fair on April 26th and the Denfeld Hiring Fair on May 7th. It was an excellent experience for the HR staff to meet with students about potential career opportunities with the district. It was also wonderful to connect with staff and help answer any HR questions.

Human Resources also attended job fairs hosted by Northeast MN Office of Job Training on April 16 at Black Bear Casino and April 25 at Iron Trail Motors Event Center in Virginia, MN. In addition, we attended the monthly job fair at the CareerForce Center on May 1, and are scheduled to participate in their June, July and August job fairs and will also be featured as the Business of the Day later this summer. We are also scheduled to have tables at the Carlton County Job Fair, the Juneteenth Celebration and Unity in the Community. For these fairs, we focus more on promoting non-certified staffing positions, such as bus drivers and helpers, maintenance positions, paraprofessional positions and food service workers.

Benefits Updates: The Benefits Department hosted their first ever Employee Wellness Fair on May 8th. There were vendors from the community, as well as our business and benefit partners.

Health Insurance Open Enrollment ran from April 29th through May 10th, with a July 1st effective date.

Hiring Updates:

To date for the 24-25 school year, we have posted 128 certified openings and have filled 78.

Certified:
For 24-25 school year:
Teachers
- *Elementary (1)*
- *Special Education (2)*

To date for the 24-25 school year, we have posted 59 non-certified openings and have filled 39.

Non-Certified:
Clerical (1)
Maintenance (13)
- *Custodian I (4)*
- *Engineer II (2)*
- *Master Electrician (1)*
- *Second Shift Engineer I (4)*
- *Second Shift Engineer II (2)*

Transportation (7)
- *School Bus Driver II (4)*
- *School Bus Helper (2)*
- *Temporary Van Driver (1)*

Playground/Cafeteria Monitor(6)
Paraprofessionals (15)
- *Mental Health Practitioner (3)*
- *Preschool Program Paraprofessional*
- *Sign Language Facilitator (3)*
- *Sp. Ed. Building Wide Paraprofessional (3)*
- *Sp. Ed. Program Paraprofessional (2)*
- *Sp. Ed. Student Spec. Paraprofessional (4)*

Contract Negotiations:

We are active in negotiations with the Education Directors Association, and have started negotiations with both the Clerical Unit and the National Conference of Firemen and Oilers.

Upcoming negotiation dates are as follows:

Education Directors	May 13
National Conference of Firemen and Oilers	May 13 and 16
Clerical Unit	May 15, 22 and 29

We are still waiting to start the process for July 1, 2023 contract expiration with the District-Wide Instructional Administrators Association. They have not yet requested to negotiate.

2023-2024 School	Total Enroll	Total Gr 1-5	K	1	2	3	4	5	6	7	8	9	10	11	12
Congdon Park 435	476.00	396.00	80.00	67.00	69.00	82.00	91.00	87.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Homecroft 475	438.00	372.00	66.00	75.00	75.00	75.00	78.00	69.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lakewood 500	246.00	210.00	36.00	41.00	46.00	48.00	38.00	37.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lester Park 510	525.00	442.00	83.00	102.00	75.00	83.00	86.00	96.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lowell 520	301.50	248.50	53.00	51.50	56.00	45.00	53.00	43.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lowell Sp Immersion 521	331.00	274.00	57.00	63.00	59.00	52.00	47.00	53.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MacArthur 525	285.00	238.00	47.00	45.00	54.00	46.00	42.00	51.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Myers Wilkins 540	308.00	255.00	53.00	50.00	48.00	56.00	49.00	52.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Piedmont 550	396.00	318.00	78.00	73.00	62.00	67.00	55.00	61.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Stowe 565	226.00	185.00	41.00	43.00	32.00	40.00	36.00	34.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lincoln Middle 225	617.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	233.75	183.00	200.75	0.00	0.00	0.00	0.00
Ordean East Middle 335	1096.85	0.00	0.00	0.00	0.00	0.00	0.00	0.00	369.45	344.85	382.55	0.00	0.00	0.00	0.00
AE Online 650	178.63								2.40	1.30	3.55	33.06	43.10	55.15	40.07
Denfeld 215	899.25								0.00	0.00	0.00	247.60	265.90	186.85	198.90
East 220	1384.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	373.15	352.95	337.60	321.00
Merritt Creek Academy 81	83.85	33.00	6.00	3.00	3.00	11.00	6.00	10.00	9.30	8.55	8.00	8.00	7.00	3.00	1.00
ALC 611	75.55	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	12.85	37.00	24.70
Chester Creek Academy 575	31.00	21.00	1.00	1.00	4.00	6.00	7.00	3.00	3.00	2.00	0.00	2.00	2.00	0.00	0.00
Rock Ridge Academy 580	38.21	13.00	2.00	5.00	0.00	3.00	1.00	4.00	3.40	1.70	7.33	5.68	4.40	0.70	0.00
Arrowhead Academy 605	15.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	0.00	5.00	6.00	1.00	2.00
Bethany Crisis Shelter 615	0.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.25	0.00	0.00	0.00
Hospitals 630	20.00	2.00	0.00	0.00	0.00	0.00	0.00	2.00	1.00	1.00	4.00	1.00	4.00	6.00	1.00
The Bridge 950	14.85	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	14.85
Total:	7988.14	3007.50	603.00	619.50	583.00	614.00	589.00	602.00	622.30	543.40	606.18	676.74	698.20	627.30	603.52

625 students
43 Open Enrolled, 66 FT Residents, 516 PT Residents
average enrollment 0.29 or 2 classes

2023-2024
Month to Month Enrollment Changes by School

Month to Month	EOY	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Current	MtoM	YTD	FROM
2023-2024	**22-23**	**Sept**	**Oct**	**Nov**	**Dec**	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Month Dif**	**Net**		**Current Month-EOY**
Congdon Park 435	458.00	473.00	471.00	477.00	480.00	474.00	479.00	475.00	475.00	476.00	0.00	1.00		3.00	18.00
Homecroft 475	404.00	435.00	435.00	435.00	434.00	434.00	434.00	436.00	437.00	438.00	0.00	1.00		3.00	34.00
Lakewood 500	253.00	247.00	246.00	246.00	248.00	248.00	246.00	246.00	247.00	246.00	0.00	-1.00		-1.00	-7.00
Lester Park 510	577.00	529.00	527.33	524.00	522.00	523.00	525.00	523.00	527.00	525.00	0.00	-2.00		-4.00	-52.00
Lowell 520	274.00	304.00	305.00	303.00	300.00	300.50	299.50	299.50	301.50	301.50	0.00	0.00		-2.50	27.50
Lowell Immersion 521	322.00	343.00	342.00	340.00	336.00	334.00	332.00	331.00	331.00	331.00	0.00	0.00		-12.00	9.00
MacArthur 525	291.00	290.00	290.00	290.00	286.00	288.00	288.00	287.00	289.00	285.00	0.00	-4.00		-5.00	-6.00
Myers Wilkins 540	315.83	319.00	320.66	322.00	326.33	327.00	323.00	313.00	309.00	308.00	0.00	-1.00		-11.00	-7.83
Piedmont 550	409.00	396.00	397.00	396.00	394.00	393.00	390.00	390.00	395.00	396.00	0.00	1.00		0.00	-13.00
Stowe 565	232.00	226.00	225.00	222.00	223.00	222.00	219.00	224.00	224.00	226.00	0.00	2.00	-3.00	0.00	-6.00
Lincoln Middle 225	592.55	630.00	627.40	633.00	626.73	630.15	625.15	624.00	624.40	617.50	0.00	-6.90		-12.50	24.95
Ordean East Middle 335	1058.83	1101.60	1094.65	1110.40	1110.85	1107.85	1101.63	1104.00	1094.55	1096.85	0.00	2.30	-4.60	-4.75	38.02
AE Online 650	164.51	94.25	124.68	125.78	139.04	136.49	192.35	186.58	180.33	178.63	0.00	-1.70		84.38	14.12
Denfeld 215	888.35	968.20	951.20	972.80	952.15	944.45	916.25	913.15	910.20	899.25	0.00	-10.95		-68.95	10.90
East 220	1389.25	1567.00	1484.18	1469.00	1456.30	1453.90	1410.15	1400.85	1387.60	1384.70	0.00	-2.90	-15.55	-182.30	-4.55
Merritt Creek Academy 81	83.78	85.00	82.62	86.75	80.78	77.60	84.45	84.60	82.55	83.85	0.00	1.30		-1.15	0.07
ALC Seat Based 611	86.70	96.00	82.55	78.55	73.55	67.15	72.70	73.70	76.55	75.55	0.00	-1.00		-20.45	-11.15
Chester Creek Academy 575	47.33	32.00	32.00	30.00	29.00	29.00	31.00	30.00	32.00	31.00	0.00	-1.00		-1.00	-16.33
WHA RRA 580	27.45	49.00	51.00	48.70	45.00	43.75	44.70	41.80	37.85	38.21	0.00	0.36		-10.79	10.76
Arrowhead Academy 605	21.00	14.00	15.00	15.00	15.00	17.00	19.00	22.00	17.00	15.00	0.00	-2.00		1.00	-6.00
Bethany Crisis Shelter 615	0.25	0.25	0.25	0.25	0.00	0.00	2.00	0.75	0.25	0.25	0.00	0.00		0.00	0.00
Hospitals 630	23.00	10.00	14.00	16.00	22.00	9.00	19.00	18.00	19.00	20.00	0.00	1.00		10.00	-3.00
The Bridge 950	10.00	18.00	17.85	17.85	18.00	18.00	14.85	14.85	14.85	14.85	0.00	0.00	-1.34	-3.15	4.85
Total:	7928.83	8227.30	8136.37	8159.08	8117.73	8077.84	8068.73	8038.78	8012.63	7988.14	0.00	-24.49	-24.49	-239.16	59.31
Change		298.47	-90.93	22.71	-41.35	-39.89	-9.11	-29.95	-26.15	-24.49	-7988.14				

2023-2024
Month to Month Enrollment Changes by Grade

Month to Month	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Current	MtoM	YTD	Current
2023-2024	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Month Dif	Net		Avg
EC	170.00	173.00	213.00	328.00	335.00	353.00	367.00	376.00	387.00	0.00	11.00		217.00	300.22
PK	0.00	32.00	66.00	52.00	52.00	51.00	50.00	50.00	50.00	0.00	0.00	11.00	50.00	44.78
KA	145.00	148.00	152.00	162.00	161.00	162.00	163.00	150.00	155.00	0.00	5.00		10.00	155.33
KG	455.00	450.00	445.00	435.00	437.00	438.00	438.00	453.00	448.00	0.00	-5.00		-7.00	444.33
1	627.20	618.00	620.00	619.00	617.50	622.50	623.50	619.50	619.50	0.00	0.00		-7.70	620.74
2	597.00	595.00	592.00	588.00	586.00	588.00	583.00	587.00	583.00	0.00	-4.00		-14.00	588.78
3	615.00	613.00	618.00	619.00	609.00	610.00	610.00	613.00	614.00	0.00	1.00		-1.00	613.44
4	610.33	602.33	603.00	601.00	603.00	592.00	591.00	592.00	589.00	0.00	-3.00		-21.33	598.18
5	610.99	605.99	603.00	598.66	602.00	605.00	599.25	597.00	602.00	0.00	5.00		-8.99	602.65
6	640.00	634.10	637.30	633.30	631.00	629.60	627.05	626.00	622.30	0.00	-3.70	-4.70	-17.70	631.18
7	555.00	542.45	551.75	549.30	545.75	546.60	544.30	548.40	543.40	0.00	-5.00		-11.60	547.44
8	610.23	600.10	606.25	608.63	608.45	607.93	608.55	606.30	606.18	0.00	-0.12	-5.12	-4.05	606.96
9	670.00	656.18	677.65	676.21	674.81	676.08	677.61	671.86	676.74	0.00	4.88		6.74	673.02
10	711.05	710.05	725.20	722.10	714.35	718.05	715.90	705.90	698.20	0.00	-7.70		-12.85	713.42
11	655.20	655.39	654.85	647.93	638.23	637.20	642.35	633.55	627.30	0.00	-6.25		-27.90	643.56
12	725.30	705.78	673.08	657.60	649.75	635.77	615.27	609.12	603.52	0.00	-5.60	-14.67	-121.78	652.80
K 12 Total:	8227.30	8136.37	8159.08	8117.73	8077.84	8068.73	8038.78	8012.63	7988.14	0.00	-24.49	-24.49	-239.16	8091.84
Change		-90.93	22.71	-41.35	-39.89	-9.11	-29.95	-26.15	-24.49	-7988.14				

Child Nutrition Report

April 2024 Meal Counts

Week of:	Break 4/1/2024	Lunch 4/1/2024	Break 4/8/2024	Lunch 4/8/2024	Break 4/22/2024	Lunch 4/22/2024	Break 4/29/2024	Lunch 4/29/2024			Monthly B	Monthly L	Average Daily Breakfast	Average Daily Lunch
Congdon	458	1775	484	1695	497	1728	201	678			1640	5876	96	346
Denfeld	1086	2502	1050	2418	1019	2384	430	997			3585	8301	211	488
Harbor City											0	1343	0	79
East High	1513	2820	1471	2585	1407	2658	556	1087			4947	9150	291	538
Homecroft	745	1807	735	1708	755	1782	314	701			2549	5998	150	353
Lakewood	467	922	519	931	495	929	189	375			1670	3157	98	186
Lester Park	659	1691	784	2111	781	1871	293	735			2517	6408	148	377
Lincoln park	896	2059	955	2023	954	2052	361	805			3166	6939	186	408
Lowell	1402	2463	1301	2113	1469	2348	569	946			4741	7870	279	463
Laura Macart	957	1223	954	1190	937	1124	380	489			3228	4026	190	237
Myers-Wilkins	778	1276	774	1256	808	1289	299	521			2659	4342	156	255
Ordean/East	615	3433	674	3318	668	3277	216	1234			2173	11262	128	662
Piedmont	1416	1843	1366	1865	1402	1834	564	733			4748	6275	279	369
Rockridge	104	169	100	148	105	144	41	67			350	528	21	31
Stowe	882	996	924	990	898	1014	353	417			3057	3417	180	201
ALC	54	67	46	83	62	97	26	45			188	292	13	21
	5 days	ALC 4	5 days	ALC 4	5 days	4 ALC	2 days	2 ALC						
	12032	25046	12137	24434	12257	24531	4792	9830	0	0	41218	85184	2427	5015
Denfeld Supp	Mon-thurs	406		371		344		193				1314	TOTAL	
Days of service		4		4		4		2		0		14	94	Daily

Milk Bids for 2024-2026

The milk bid was completed for the next 2 school years. Kemps was the only bid received from the 3 companies we sent to. The bid was processed and sent to the board for approval.

Summer Meals

Summer meals are set for Stowe Elementary, Laura MacArthur Elementary, Denfeld High school, Lincoln Park Middle School, Myers Wilken Elementary, Piedmont Elementary, and Rockridge for enrolled students only. Child Nutrition will also partner with various groups through out the city to supply bag meals their groups. (Boys and Girls Clubs, AICHO, etc.) Breakfast and Lunch will be served Starting June 17, 2024 through August 16th, 2024.

New Child Nutrition Cafeteria computer system

Training has begun for the implementation of the new Infinite Campus Food service point of service system. The new system will go into place on July 1, 2024. It's been almost 20 years since the Food service system has been replace. We look forward to improved updates from the student data base as well as faster ways to get students through the lunch lines, allowing them more time to enjoy eating.

Additional DOD (Department of Defense) Fresh Fruit and Vegetable Money

Child Nutrition was fortunate enough to get an additional $15,000 dollars to spend on Fresh Fruits and Vegetable with the government Commodity program. Child Nutrition used up our original planned dollar amount of $265,000.00 at the end of March, and now have enough to get through May. This money helps our food budgets stay within bounds and also helps us provide the students with a plethora of offerings in fresh produce.

Facilities Management & Capital Project Status Report
May 2024

Facilities Management – Maintenance and Operations - General

- In the past month, the Facilities maintenance crews have completed 289 work orders and are currently working on 235 open work orders.
- The facility's CMMS system has begun building the CAD layouts for processes, work orders and asset mapping. Drawings should be completed by October 2024, Have begun entering capital assets into the framework. High schools will be the first building assets entered and completed.

Capital / Construction

- Smith Bell and Clock installed the new hands and gearing for the Denfeld clock on April 11th. Final clock GPS and gearing installation will be completed on May 14th.
- Duluth News Tribune building remediation should be completed by May 10th.
- PSS Stadium Water Main Break was repaired and is back in service.
- Lowell Elementary construction ready to go out for public bid.
- Materials have begun to arrive for the Pool renovation at Lincoln Park. Pool shut down scheduled for May 17th
- Transportation building expansion. Project Scope and timeline discussions with Design Tree. Going to the City for approval.

Discussion with Legal Representation

- Discussions with Kemps Insurance representatives at Sedgewick are in final discussions. All updated quotes have been submitted. The only issue is if there is any interior wall damage and how that will be handled if it is discovered once the wall has been opened up.
- Garfield building sale closed on April 18th.

Building Operations

- Let's please give a big thank you to the Operations staff as we come off the National Cleaning week. The last week in March is the National Cleaning week. This year it was over March 24-30 and with a big snowstorm closing down the district Monday and Tuesday. The Operations staff was still cleaning, just a little different cleaning this time it was outside the building. ISD709 has a very dedicated Operations Staff providing building cleanliness and safety for all staff and students. So please let your custodial staff, janitors, Engineers, maintenance workers, and all those who dedicate themselves to maintaining the cleanliness and order of our schools know how much they are appreciated. Let them know that their hard work does not go unnoticed, and the impact is felt every single day. They are the ones who ensure classrooms are ready and spotless for the next day, Sidewalks/Hallways are safe from slip and falls, and that the facilities are in top-notch condition for learning. Their dedication and attention to detail create an environment where students can thrive, and teachers can focus on educating.

- We are still working on filling licensed positions. Most of the Custodian positions have been filled. Operations has continued looking to fill Engineer II positions at Lowell and Myers-Wilkins, Second Shift Engineer II position at Lincoln Park and Ordean Middle School, Second Shift Engineer I at Lakewood, Laura MacAurthur, and Lester Park, and Custodian I positions at East High School and Denfeld.

Health, Safety, and Environmental Management

- **Audits & Inspections**
  - One automotive hoist at Denfeld HS needs to be replaced, replacement has been ordered and installation has been scheduled. One auto hoist needed repairs, the repairs were completed. Both hoists that did not pass were locked out of service.
  - IEA did radon testing at all school sites in Feb, two rooms were slightly over the action limit (One at Denfeld, one at Congdon). Follow up testing was conducted per Minnesota Department of Health guidelines. Technical difficulties with equipment, IEA is trying to recover data, but may need to retest one room.
  - Fire code corrections at East HS still under way

- **Regulatory Reporting**
  - Nothing needed in April

- **Systems & Technology Updates**
  - New Health and Safety Management software purchased through Vector, this system will help automate processes and assist with incident trending, corrective action tracking, and creating OSHA logs. It will also facilitate job safety analysis, inspection reports. Customization of the system is in progress, final system setup meeting May 9th, then system just needs final touches. Will be ready for rollout in ‘24-’25 school year.
  - New AED management system rolled out - Crystal Olker assisting in assigning inspector roles to school nurses

- **Training**
  - Aerial lift training scheduled for June 25. Staff who utilize lifts must attend.
  - Basic Life Support & First Aid renewal training for nursing staff scheduled for August 27th.
  - Lexie completed OSHA 30 hour. Topics covered included how to prepare for an OSHA audit, machine guarding, Lock-out tag-out, industrial hygiene, fall protection, and many others.
  - Lexie passed the Certified Playground Safety Inspector exam. She is just waiting to receive the certification card via email (estimated to take 4-7 weeks to arrive).

- **Chemical and Hazardous Waste Disposal**
  - Other old chemicals at DNT are inventoried and ready to be picked up. Pickup date is pending, waiting for the cleanup project to be finished up.
  - Bulb and battery pickup google form was sent out to building engineers to get inventory for June or July disposal.

- **Document Updates**
    - IEA is working with the district to re-write HSE procedural documents that were severely outdated. Goal to update procedural documents before the start of next school year.
        - Bloodborne pathogens - complete, pending rollout
        - AED program - complete, pending rollout
        - Bleacher safety program - in progress
        - Emergency Response Crisis Management Plan - EOC team meeting 4/10, 5/3, 5/17, 5/28. On track to roll out at beginning of the school year.

- **<u>Injury and Incident Statistics</u>**

    - **April 2024 (as of 5/6/2024)**

        - **OSHA Recordable Rate (TRIR)**: 0.00
        - **OSHA Recordable Injuries**: 0
        - **Days Away from Work**: 0
        - **Days on Restricted Duty**: 0
        - **Non-recordable Injuries**: 10
        - **Near Misses/Hazards Reported**: 0

    - **2024 Year-To-Date**

        - **OSHA Recordable Rate (TRIR)** (*Goal ≤ 1.00)*: 1.36
        - **OSHA Recordable Injuries**: 6
        - **Days Away from Work**: 59
        - **Days on Restricted Duty**: 28
        - **Non-recordable Injuries**: 46
        - **Near Misses/Hazards Reported**: 12

The OSHA rate or TRIR (total recordable incident rate) is equivalent to the number of injuries requiring care beyond first aid per 100 full-time workers.

Technology Department - April 2024 Report

- **Cybersecurity**
  - Zix Email Security
    -

Apr	Valid	845,682	68.59 GB	91.19%
	Spam	71,042	2.99 GB	7.66%
	Virus	10,614	292.29 MB	1.14%
	Total	927,338	71.87 GB	100%

    -
  - Google Security
    - Gmail
      - 1.1M Emails Messages Accepted/Delivered.
        - 74K Rejected.
        - 46K Spam folders.
        - 1.1K were identified as Phishing.
        - 33 were identified having suspicious attachments.
        - 5.5K were identified as Spoofing.
        - 0 emails were identified as Malware
    - Account Information
      - 11,097 Active Accounts.
      - 25.91TB of storage.
      - 201K Files shared externally.
      - 716 Suspicious login attempts.
      - 2K Failed user login attempts.
      - 235 Data Loss Prevention (DLP) policy High Severity Incidents that were blocked.

- **E-Rate RFP/Bid**
  - None

- **Technology Help Desk Tickets**
  - 333 New Technology Support Tickets Created.
  - 331 Tickets were resolved.
  - 204 Tickets remain unresolved.

- **Remaining 2023 Summer Project Updates**
  - CDW-G/Advanced Systems Integration, LLC Team will be onsite on Friday, May 10, 2024, to replace the AV switch and install an AV wireless network. Hopefully this will address the issues with the DSC Boardroom AV system.

- **Summer 2024 Projects**
  - District-Wide: Bid-1316 Network Infrastructure. We are replacing/upgrading 264 network switches The bid amount was $1,390,161.82.
    - Qty - 9 - Cisco Catalyst 9500 Series Switches
    - Qty - 70 - Cisco Catalyst 9300 Series Switches
    - Qty - 185 - Cisco Catalyst 9200 -Series Switches
  - District–Wide: Receive and distribute 1,600 Acer Spin 511 Chromebooks for students
  - District-Wide: Distribute and upgrade 350 Dell Optiplex 7020 Desktop. Replace all the old desktops systems that will not support Microsoft Windows 11

- Rockridge: Upgrade the classroom AV systems with new SMART MX286 Displays

- **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
  - 335.072 kg is our March 2024 Carbon Footprint. 
  - 4.05115 t is our May 2023 - March 2024 Carbon Footprint.

Transportation Report
April 2024 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 working toward the full automatic capability in it.

Staffing (comments and concerns)

- Staffing has continued to be a challenge as we are still short two helpers and drivers.
- Assistant Transportation Manager, Joe Killian, has been dealing with staff and their concerns and occasionally has to sub a route.
- Deb Pawlowicz is back on the Transportation team and working as a router and driver. She is also taking part in professional development courses.

Bus Maintenance

- The mechanics are working hard to keep up with the demands of repairs and maintenance.
- We now have 10 vans that are certified by the state for service. We are in the process of adding cameras to them and then they will go out to the schools.

Our oldest bus is a model year 2012 and the next oldest is a 2014.
Average mileage for this month, is 82,433. We are getting closer to our goal of 50-60k miles average.

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
East HS	Harbortown Rotary	$1,000.00		
East HS	Matthew Kollstedt	$50.00	Debate Team	Donation through GiveMN
East HS	Anonymous	$50.00	Debate Team	Donation through GiveMN
East HS	Yelena Sokolova	$75.00	Debate Team	Donation through GiveMN
East HS	Jody Ondich	$50.00	Debate Team	Donation through GiveMN
East HS	Jessica Mallinder	$25.00	Debate Team	Donation through GiveMN
East HS	Anonymous	$25.00	Debate Team	Donation through GiveMN
East HS	Erica Henkel	$25.00	Debate Team	Donation through GiveMN
East HS	Jody Peck	$100.00	Debate Team	Donation through GiveMN
East HS	Jennifer Ingraham	$50.00	Debate Team	Donation through GiveMN
East HS	Cindy Miller	$25.00	Debate Team	Donation through GiveMN
East HS	John Zabinski	$10.00	Debate Team	Donation through GiveMN
East HS	Anonymous	$5.00	Debate Team	Donation through GiveMN
East HS	Danielle Hilson	$20.00	Debate Team	Donation through GiveMN
East HS	Karey Blascyk	$25.00	Debate Team	Donation through GiveMN

RESOLUTION

Designation of the Superintendent as the Identified Official with Authority (IOwA) for Minnesota Department of Education (MDE) EDIAM Financial

WHEREAS, the Minnesota Department of Education (MDE) requests that School Districts annually designate the Superintendent as the Identified Official with Authority (IOwA) for the MDE Education Identity Access Management portal (EDIAM Financial). The Identified Official with Authority is responsible for assigning job duties to the appropriate School District staff and authorizing access to MDE secure systems. This annual review and designation of the Superintendent as Identified Official with Authority is in accordance with State Access Security Standard 1.0.

RESOLVED, By the School Board of Independent School District 709, St. Louis County, Minnesota, that the Superintendent of Schools, be designated the legal authorized representative to serve as the 2023-2024 Identified Official with Authority (IOwA) for MDE EDIAM Financial for the School District.

HUMAN RESOURCES ACTION ITEMS FOR: May 21, 2024

CERTIFIED APPOINTMENT	POSITION	EFFECTIVE DATES
BELL, MEAGHAN M	LTS SPED SPEECH LANG. PATH/DISTRICT WIDE, (MA) IV 3, 1.0, ELIASON. K FMLA, TEMP POSITION	03/25/2024
KRUGER, SHEILA A	MATH INTERVENTIONIST TOSA/PIEDMONT, (MA+45) IV 9, 1.0, LARSON A. TRANSFER, TEMP POSITION	03/08/2024
NIELSEN, CLAIRE J	LTS SPED RESOURCE TEACHER/LESTER PARK, (BA) III 1, 1.0, ABRAHAMSON D.	03/05/2024
PERRY-SPEARS, SARAH L	HOURLY ADULT ED. INSTRUCTOR/DAE, 14/38WKS, $23.09/HR	04/08/2024

CERTIFIED LEAVES	POSITION	EFFECTIVE DATES	
ADATTE, CHELSEA L	5TH GRADE TEACHER/MYERS WILKINS	08/26/2024	06/06/2025
ARTIM, BRITTANY D	SPED RESOURCE ASD - ORDEAN-EAST MS	08/26/2024	11/01/2024
BAMBENEK, AMY N	GRADE 1 TEACHER/LAURA MACARTHUR	09/02/2024	11/22/2024
BIANCHINI, JULIA	SPED RESOURCE TEACHER/DENFELD	08/26/2024	02/26/2025
COSTLEY, MORGAN M	GUIDANCE COUNSELOR - ORDEAN-EAST MS	08/26/2024	11/15/2024
ENGEBRETSEN, LAURA A	GRADE 1 TEACHER/MYERS WILKINS	05/16/2024	06/07/2024
KONIETZKO, LUKE J	MATH TEACHER/ORDEAN EAST	08/26/2024	09/10/2024
PECK, ANNALISE C	KINDGERGARTEN TEACHER/LAURA MACARTHUR	08/26/2024	06/06/2025
PELLER, SHONDA R	SPEC ED PHYSICAL & MENTAL IMPAIRED/EAST MID CAREER EXTENSION	08/26/2024	06/06/2025
PLOTE, JESSE O	TEACH INDUST ART GEN ED/SOCIAL STUDIES - ORDEAN EAST MS	04/24/2024	07/24/2024
QUINN, CHRISTINE L	SPANISH IMMERSION TEACHER/LOWELL	08/26/2024	02/26/2025
SCHNEIDERMANN, MARA E	SPED SMI - EAST HS	08/26/2024	11/25/2024
STEIGAUF, ZACHARY M	MTSS INTERVENTIONIST/MYERS WILKINS	08/26/2024	06/06/2025

CERTIFIED RESIGNATION	POSITION	EFFECTIVE DATES
BAYCH, AMANDA S	BAND TEACHER - LINCOLN PARK MS	06/07/2024
BECKER, RANDA L	LTS SPED RESOURCE ASD TEACHER - STOWE ES	03/20/2024
DAVENPORT, JAKE R	SPED RESOURCE TEACHER - LAURA MAC ES	06/07/2024
DERFUS, ABIGAIL R	SPED ECSE - DISTRICT WIDE	06/30/2024
ELLINGSON, KRISTEN L	ELEM ART - CONGDON/MERRITT CREEK	06/07/2024
ERICKSON, JAMES W	ELEMENTARY PRINCIPAL - LAURA MACARTHUR	06/07/2024
KRUSE, COURTNEY R	SPED RESOURCE TEACHER - LAURA MAC ES	06/07/2024

CERTIFIED RETIREMENT	POSITION	EFFECTIVE DATES
ABRAHAMSON, DANA E	SPED RESOURCE - LESTER PARK ES	04/30/2024
BURGER, CAROL S	GRADE 2 TEACHER - CONGDON PARK ES	06/07/2024
HUIE, FRANK H	PHYSICAL EDUCATION TEACHER - LINCOLN PARK MS	03/26/2024
SAARI, LORI K	SPED SCHOOL NURSE - ORDEAN-EAST MS	10/16/2024

NON-CERT APPOINTMENT	POSITION	EFFECTIVE DATES
BELLEFEUILLE, CARTER C	HOULRY TECH INTERN/EAST, 15/38WKS, $14.50/HR	03/12/2024
DOUGLAS, JESSICA N	OFFICE SUPPOR SPECIALIST SENIOR/ORDEAN EAST, 40/52WKS, $19.83/HR, SAPARAMADU C. RESIGNED	03/13/2024
HORNE, CARL P	CUSTODIAN/DSC, 40/52WKS, $17.52/HR.	04/24/2024
JAHNKE, RYAN M	NETWORK ENGINEER II/DSC, 40/52WKS, $1,427/WK, STEVERMER N. RESIGNED	04/16/2024
MATTHEWS, LUKAS G	HOURLY MONITOR/LAKEWOOD, 23/38WKS, $15.00/HR	04/02/2024
MOERKE, JOHN J	BUS HELPER/TRANSPORTATION, 25/38WKS, $16.40/HR, SMITH J. RESIGNED	03/11/2024
OWENS, OLIVIA F	HOURLY MONITOR/PIEDMONT, 23/38WKS, $15.00/HR	03/04/2024
PAULSON, PHILIP D	ED FI/MARRS COORD/DSC, $1,367/WK, CARROLL M. RESIGNED	05/13/2024
PEACOCK, EMILY M	SPED BUILDING WIDE PARA/LINCOLN PARK, 32.5/38WKS, $19.17/HR, CHRISTJOHN D. TRANSFER	04/22/2024
SAMUELSON, ZANE R	HOURLY TECH INTERN/EAST, 6/38WKS, $14.50/HR	03/12/2024
SMITH, NIKOLAS R	HOURLY TECH INTER/EAST. 6/38WKS, $14.50/HR	03/13/2024
STENSLAND, TONY B	SPED STUDENT SPECIFIC PARA/ORDEAN EAST, 20/38WKS, $20.46/HR	03/11/2024
SUDHAKAR, AMITA	SPED PARA BW/HOMECROFT, 25/38WKS, $19.89/HR, CARLSON C. RESIGNED	03/11/2024
WALKOWIAK-OLSON, DEANA M	OFFICE SUPPORT SPECIALIST/TRANSPORTATION, 23.75/52WKS, $16.82/HR,	04/08/2024
WERNER, SETH W	HOURLY TECH INTERN/EAST, 6/38WKS, $14.50/HR	03/15/2024
WOKOWIAK, STEVEN C	BUS DRIVER/TRANSPORTATION, 25/38WKS, $20.08/HR, HANSEN N. RESIGNED	03/11/2024

NON-CERT LEAVES	POSITION	EFFECTIVE DATES	
BOLF, BARBARA J	CHLD NUTRITION SRVC ASST - LAKEWOOD	05/13/2024	06/05/2024
HEGGESTAD, MARK J	INSTRUCTIONAL PARA/MYERS WILKINS	03/18/2024	03/29/2024
HORNER, JAMES A	SCHOOL CUSTODIAN I - ORDEAN-EAST MS	04/09/2024	04/22/2024
JOHNSON, PATRICIA L	CHLD NUTRITION SECONDARY/PRODUCTION MANAGER - EAST	03/14/2024	06/07/2024
SANGSTER, SANDRA M	PRESCHOOL PARAPROFESSIONAL/LOWELL	04/04/2024	04/12/2024
TURNER, JULIE S	BUILDING WIDE PARA/LESTER PARK	05/10/2024	05/17/2024

NON-CERT RESIGNATION	POSITION	EFFECTIVE DATES
BOO, BAILEY P	CHLD NUTRITIONAL SRVC ASST - DENFELD HS	04/18/2024
CARLSON, AUTUMN M	SPED BW PARA - MYERS-WILKINS ES	04/12/2024
CARROLL, MIKILIA C	ED FIN ANALYST/MARSS COORD - DSC	03/29/2024
GOLMEN, KELSIE K	SPED PROG PARA SETTING III/IV - MYERS-WILKINS ES	05/10/2024
HUYCK, PAMELA K	SPED PROG PARA SETT III/IV - LOWELL ES	04/12/2024
JOHNSON, ALEXA J	SPED KEYZONE PARA - PIEDMONT ES	06/07/2024
MENDOZA, CRUZ	SUPERVISORY PARA/EAST	04/29/2024
PAYNE, LEAH A	CHECK & CONNECT PARA - LINCOLN PARK MS	06/07/2024
SCHUBITZKE, LILY A	CHECK AND CONNECT PARA - EAST HS	06/07/2024
SHORTER, SOFIA R	SPED PROG PARA SETTING III/IV - ROCKRIDGE	03/28/2024
SWARD, LISA R	CHILD NUTRITION ASSISTANT/EAST	04/19/2024

NON-CERT RETIREMENT	POSITION	EFFECTIVE DATES
ANDERSON, MARK S	SPED PROG PARA SETTING III/IV - EAST HS	06/07/2024
BELLARIO, MARC L	SPED BW PARAPROFESSIONAL/DENFELD	05/06/2024
QUINN-JERECZEK, DIANA L	SUPERVISORY PARA - ORDEAN EAST	06/07/2024
STANKIEWICZ, ROSS A	2ND SHIFT ENGINEER - ROCKRIDGE	06/07/2024
WATERHOUSE, CATHLEEN G	SPED PROG PARA SETTING III/IV - LAURA MACARTHUR	06/07/2024

Duluth Public Schools

HR/BS Services Committee Monthly Fund Balance Report
May 13, 2024 Committee Meeting
BUDGET SUMMARY

5/7/2024 Percent spent
5/1/2024

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	$ 127,479,614.46	$ 89,948,677.42	$ (4,465.97)		$ 37,535,403.01	71%
Food Service	2	$ 4,039,200.00	$ 6,000,000.00	$ 4,212,779.50	$ -		$ 1,787,220.50	70%
Transportation	3	$ 7,020,941.12	$ 7,020,941.12	$ 3,258,287.52	$ -		$ 3,762,653.60	46%
Community Ed	4	$ 8,495,545.00	$ 8,516,152.95	$ 4,303,478.72	$ 3,648.00		$ 4,209,026.23	51%
Operating Captial	5	$ 2,742,547.00	$ 2,742,547.00	$ 2,797,676.29	$ -		$ (55,129.29)	102%
Building Construction	6	$ -	$ -	$ -	$ -		$ -	
Debt Service Fund	7	$ 23,647,223.00	$ 23,647,223.00	$ 2,387,522.90	$ -		$ 21,259,700.10	10%
Trust Fund	8	$ 276,100.00	$ 276,100.00	$ -	$ -		$ 276,100.00	0%
Dental Insurance Fund	20	$ 950,000.00	$ 950,000.00	$ 819,736.70	$ -		$ 130,263.30	86%
Student Acitivity	79	$ 58,406.00	$ 585,259.43	$ 333,910.12	$ -		$ 251,349.31	57%
REVENUE	**TOTALS:**	**$ 173,430,884.92**	**$ 177,217,837.96**	**$ 108,062,069.17**	**$ (817.97)**	**$ -**	**$ 69,156,586.76**	61%

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	$ 129,794,581.87	$ 95,276,152.87	$ 3,310,956.31		$ 31,207,472.69	76%
Food Service	2	$ 4,012,876.00	$ 6,002,502.00	$ 3,935,787.61	$ 848,064.15		$ 1,218,650.24	80%
Transportation	3	$ 6,268,632.76	$ 6,749,632.76	$ 8,371,545.66	$ 26,695.37		$ (1,648,608.27)	124%
Community Ed	4	$ 7,630,865.00	$ 9,071,785.95	$ 6,412,128.94	$ 40,295.71		$ 2,619,361.30	71%
Operating Captial	5	$ 7,999,619.25	$ 7,999,619.25	$ 9,863,133.01	$ 471,020.01		$ (2,334,533.77)	129%
Building Construction	6	$ -		$ 3,828,941.56	$ 1,455,605.47		$ (5,284,547.03)	
Debt Service Fund	7	$ 23,640,000.00	$ 23,640,000.00	$ 26,931,588.45	$ -		$ (3,291,588.45)	114%
Trust Fund	8	$ 253,750.00	$ 253,750.00	$ -	$ -		$ 253,750.00	0%
Dental Insurance Fund	20	$ 915,000.00	$ 915,000.00	$ 846,691.21	$ -		$ 68,308.79	93%
Student Acitivity	79	$ 306,948.00	$ 276,264.96	$ 177,004.87	$ 12,995.25		$ 86,264.84	69%
EXPENSE	**TOTALS**	**$ 171,310,984.87**	**$ 184,703,136.79**	**$ 155,642,974.18**	**$ 6,165,632.27**	**$ -**	**$ 22,894,530.34**	88%

Fin 160 ESSER III	Expenses
Program 030 Asst Supt	$ 41,401.00
Program 110 Admin	$ -
Program 108 Tech	$ 1,868,300.73
Program 203 Elem	$ 1,231,184.36
Program 211 Secondary	$ 2,172,828.87
Program 640 Staff Dev	$ -
Program 805 Operations	$ -
Program 760 Transportation	$ 423,450.26
Program 740 Pupil Engage	$ 11,073.20
	$ 5,748,238.42

Ex Curricular		Fund 01
Program 298	Revenue	$ 500,329.03
Program 298	Expense	$ 560,964.24

May 13, 2024 HR/Finance Committee meeting

Re: Assigned fund balance permission to facilitate transfers for Fy 24 and Fy 25

To the School Board,

The district is respectfully requesting permission to utilize funds from the assigned fund balance to offset general fund deficet spending for current year Fy 24 and next school year Fy 25. The current audited Fy 23 assigned fund balance is $17, 743,919.

Fy 24: Assigned fund balance transfer estimate of up to $5,000,000 to balance with audit work. Potential offsets for labor/benefits.

Fy 25: Assigned fund balance transfer estimate of up to $5,000,000 to balance with audit work. Potential offsets for labor/benefits.

Fundraisers Reported
April 2024

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

School	Organization Fundraising	Estimated Profit	Description of Fundraiser
Denfeld HS	PBIS	$50,000.00	PBIS will crowdsource to fund our PBIS recognition system. We will work to fund: Items for our SOAR Store, our quarterly SOARing Hunters Field Trips (quarter : Movie, Quarter 2: Mont Du Lac, QUarter 3: Bowling, Quarter 4: Valleyfair or Taylor's Falls.). We will also use money to fund our monthly Hunter of the Month Event
Denfeld HS	Boys and Girls Track	$2,800.00	Selling snacks and text donation requests
East HS	Sports Team	$10,000.00	Cards

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: **BID #1322 DAIRY**

Date: May 1, 2024

The BID is to provided dairy products to several of our sites district wide.

One (1) of 3 vendors responded with the following results:

VENDOR TOTAL	
KEMPS	**$ 330,000.00**
PLAINVIEW MILK	DID NOT SUBMIT A BID
PRAIRIE FARMS	DID NOT SUBMIT A BID

Sheila Oak and Stacy Bergstadt reviewed the BID.

Sheila Oak, Supervisor of Child Nutrition Programs, recommends accepting and awarding the BID meeting specifications as submitted by KEMPS for the amount of **$330,000.00 for providing dairy products to several of our sites district wide.**

Program: Child Nutrition

Fund Custodian: Sheila Oak, Supervisor of Child Nutrition Programs

•FAMILY-OWNED AND OPERATED•

UPPER LAKES FOODS

EST 1967

April 24, 2024

Cathy Holman
Purchasing Coordinator
Duluth Public Schools, ISD 709
709 Portia Johnson Drive
Duluth, MN 55811

Dear Cathy,:

Upper Lakes Foods is pleased to renew with Duluth Public Schools, ISD 709 for the upcoming 2024-2025 school year. The mark-up is based on our school/distributor partnership, current market costs, and changes in the economy since the conception of our agreement currently in place.

10.00% Mark-up Per Case - Grocery

Upper Lakes Foods, Inc. shall not be charged with liquidated damages when delay in delivery is due to unforeseeable cause beyond the control of Upper Lakes Foods, Inc., including but not restricted to Acts of God, acts of the public enemy, epidemics, quarantine restrictions, strikes, and freight embargoes.

Please sign below and return via email or mail.

Sincerely,

Renee Parks

Renee Parks, Upper Lakes Foods, Inc.
800-879-1265 Ext 4208
rparks@ulfoods.com

April 24, 2024
Date

Cathy Holman

Purchasing Agent

April 24, 2024
Date

•FAMILY-OWNED AND OPERATED•

UPPER LAKES FOODS

EST 1967

TO: School Food Authority –Duluth Public Schools, ISD 709
FROM: Denise Sorensen
DATE: April 4, 2024
SUBJECT: USDA Donated Foods (Commodities)

Upper Lakes Foods will deliver and charge the following:

Commodity fee per district dry or frozen $4.00 per case
Plus, handling and storage pass through fee charged by Wissota/Soldier Trucking and Storage per case.

Diverted/processed commodities:
Commodity fee per district dry or frozen $4.00 per case
Diverted/processed commodities shall be removed from ULF warehouse within 10 days after such time; a monthly fee may be discussed if storage is necessary.

- Delivery Schedule to be determined per individual School Food Authorities.
- ULF will not provide storage for USDA Donated Foods for extended periods of time.
- ULF reserves the right to review the contract addendum January 1, 2025.
- In the event there are mandated changes in the Distribution of USDA Foods, Upper Lakes Foods reserves the right to adjust the commodity fee.

DISTRIBUTOR:	UPPER LAKES FOODS, INC.
CONTACT PERSON:	DENISE SORENSEN
ADDRESS:	801 INDUSTRY AVENUE
CITY/STATE/ZIP:	CLOQUET, MN 55720
TELEPHONE:	(218) 879-1265 Ext. 4379
EMAIL:	denisesorensen ulfoods.com
SCHOOL FOOD AUTHORITY:	Duluth Public Schools, ISD 709
CONTACT PERSON:	Sheila Oak, Stacy Bergstedt
ADDRESS:	709 Portia Johnson Drive
CITY/STATE/ZIP:	Duluth, MN
TELEPHONE:	218-336-8700 X8707
EMAIL:	Sheila.Oak@isd709.org
SFA REPRESENTATIVE SIGNATURE:	Sheila A Oak, RD LR
DISTRIBUTOR REPRESENTATIVE SIGNATURE:	

801 INDUSTRY AVENUE
CLOQUET, MINNESOTA 55720

T. 800.879.1265
F. 218.879.1940

INFO@ULFOODS.COM
WWW.UPPERLAKESFOODS.COM

Expenditure Contracts Signed
April 2024

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**
Mavo Systems, Inc.	TBD	Facilities (DR)	Asbestos removal at DNT
CFS Interiors & Flooring	$89,260.00*	Facilities (DR)	Flooring replacement at Laura MacArthur ES
CFS Interiors & Flooring	$313,328.00*	Facilities (DR)	Flooring replacement at Lowell ES (approved by Board Chair)
Auditlabs	$18,900.00*	Technology (DU)	Network security testing
Family Freedom Center	$12,000.00*	Office of Education Equity (DR)	Collaborative partnership between Duluth Public Schools and the FFC to honor and disseminate the significant contributions and legacy of Ethel Ray Nance through a series of educational presentations and engagements
Bridgette Eckwood	$3,000.00*	Office of Education Equity (DR)	Recreational dance instruction of Step Dancing
First Educational Resources	$6,000.00*	TLE (DU)	Professional development for staff
Zearn	$12,500.00*	TLE (DU)	FY25 digital curriculum for students
Zearn	$500.00*	TLE (DU)	Professional development of digital curriculum for staff

AMLE	$5,250.00*	TLE (DU)	Professional development for secondary teachers and support staff
Soliant	TBD	Special Services (DU)	Telepractitioner services for DHH students
Lakewood Little Lynx Preschool	$210.00*	Early Childhood Special Services (DU)	Agency will provide services to meet the needs documented in a student's IEP
Lakewood Little Lynx Preschool	$1,505.00*	Early Childhood Special Services (DU)	Agency will provide services to meet the needs documented in a student's IEP
Hope for Kids Childcare Center	$1,728.00*	Early Childhood Special Services (DU)	Agency will provide services to meet the needs documented in a student's IEP
Lakeside Presbyterian Nursery School	$1,170.00*	Early Childhood Special Services (DU)	Agency will provide services to meet the needs documented in a student's IEP
rSchoolToday	$1,821.00*	Denfeld HS (DU)	rSchool Today is a software program that allows athletes and coaches to be on the same platform as far as registering for a sport, paying fees, viewing eligibility and more.
rSchoolToday	$1,821.00*	East HS (DU)	rSchool Today is a software program that allows athletes and coaches to be on the same platform as far as registering for a sport, paying fees, viewing eligibility and more.

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Fifteenth day of March in the year Two Thousand Twenty-four
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Independent School District #709
709 Porta Johnson Drive Duluth, MN 55811

and the Contractor:
(Name, legal status, address and other information)

Mavo Systems, Inc.
4330 Centerville Road
White Bear Lake, Minnesota 55127

for the following Project:
(Name, location and detailed description)

2024 Asbestos Cleanup and Removal
Old Duluth News Tribune Building 424 West 1st Street Duluth, MN 55802

The Architect:
(Name, legal status, address and other information)

Institute for Environmental Assessment, Inc.
5525 Emerald Avenue
Mt. Iron, MN 55768

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes: (3B9ADA33)

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Agreement.

[ ] A date set forth in a notice to proceed issued by the Owner.

[X] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

March 18, 2024

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

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User Notes: (3B9ADA33)

(Check one of the following boxes and complete the necessary information.)

[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[X] By the following date:

April 5, 2024.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
Not Applicable	

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be ($ 150,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Add Alternate 1	10000.00

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
Not Applicable		

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
Not Applicable	

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
Glovebag Procedure	per Procedure	150.00
Asbestos Worker	per Hour	160.00
Asbestos Supervisor (Foreman)	per Hour	165.00
Additional Mobilizations	per Round Trip	1500.00

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

Not Applicable

§ 4.6 Other:

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User Notes: (3B9ADA33)

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 15th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 15th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

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(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five Percent (5%)

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

Not Applicable

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

Not Applicable

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment
§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest
Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION
§ 6.1 Initial Decision Maker
The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

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(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution
For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[ ] Litigation in a court of competent jurisdiction

[X] Other *(Specify)*

As noted in the specification

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION
§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

Not Applicable

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS
§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Taylor Dickinson
Institute for Environmental Assessment, Inc.
5525 Emerald Avenue
Mt. Iron, MN 55768

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Kevin Jayson

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User Notes: (3B9ADA33)

4330 Centerville Road
White Bear Lake, Minnesota 55127

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds
§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

Not Applicable

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS
§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
(Paragraphs Deleted)

.2 Drawings

Number	Title	Date
D-002	Impacted Areas	March 13, 2024

.3 Specifications

Section	Title	Date	Pages
Specification - All	Old Duluth News Tribune Building 2024 Asbestos Cleanup and Removal	March 13, 2024	185

.4 Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract

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Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.5 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

[ ] The Sustainability Plan:

Title	Date	Pages

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.6 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Section 00430 - Contractors Construction Schedule

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
Simone Zunich Executive Director of Business Services	Kevin Jayson, Manager
(Printed name and title)	*(Printed name and title)*

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User Notes: (3B9ADA33)

SECTION 00430
Construction Schedule

Project: Old Duluth News Tribune Building – 2024 Asbestos Cleanup and Removal

Area/Phase/Location: _____

Contractor: MAVO SYSTEMS

Name: 4330 CENTERVILLE RD.

Address: WHITE BEAR LAKE, MN 55127

City/State/Zip

Contract Start Date: TBD

Contract Completion Date: TBD

	Phase 1 Work Dates	# of Workers per Shift	Phase 2 Work Dates	# of Workers per Shift
Preparation of Work Area	From: To: TBD		From: To:	
Removal and Decontamination	From: To:		From: To:	
Clearance Air Testing	From: To:		From: To:	
Removal of Isolation	From: To:		From: To:	

	Phase 3 Work Dates	# of Workers per Shift	Phase 4 Work Dates	# of Workers per Shift
Preparation of Work Area	From: To:		From: To:	
Removal and Decontamination	From: To:		From: To:	
Clearance Air Testing	From: To:		From: To:	
Removal of Isolation	From: To:		From: To:	

	Phase 5 Work Dates	# of Workers per Shift	Add Alternate 1 Work Dates	# of Workers per Shift
Preparation of Work Area	From: To:		From: To:	
Removal and Decontamination	From: To:		From: To:	
Clearance Air Testing	From: To:		From: To:	
Removal of Isolation	From: To:		From: To:	

Comments:

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cfs
INTERIORS & FLOORING
940 Apollo Road, Suite 110
Eagan , MN 55121
Ph : (651) 681-8100 Fax: (651) 681-1385

Proposal

Attn: BRYAN BROWN
From: JEFF NEYSSEN
Estimator: James Gunderson
Admin: SOM CHEA
Revision #:
Date: 4/23/2024 *Bid Due Date:* 4/22/2024
Plan Date: *Addendum :*

To	*Project*
ISD #709 709 PORTIA JOHNSON DRIVE DULUTH, MN 55811	ISD 709 MACARTHUR ELEMENTARY SWIFT #241171 720 N CENTRAL AVE DULUTH, MN 55807

ISD 709 - MACARTHUR ELEMENTARY

TOTAL (APPLICABLE TAX INCLUDED) **$ 89,260.00**

Notes:

- Prices based on attached drawings.
- Bid floors ready to receive.
- Proposal is based on work performed during regular hours (no overtime).
- **Proposal expiration date - 4/29/24**

Inclusions:

- Proposal includes take up and reclamation.
- Proposal includes preliminary moisture testing.
- Proposal includes minor floor prep. Additional floor prep, if required, will be added on a time and material basis.
- Proposal includes skim coating for VCT installation.

Exclusions:

- Proposal excludes attic stock.
- Proposal excludes furniture, fixture & equipment moving.
- Proposal excludes moisture mitigation or post installation floor protection.
- Proposal excludes ceramic demolition, preparation, and epoxy grout.

*****IMPORTANT NOTICE REGARDING RECENT DELAYS & PRICE INCREASES*****

CFS Interiors & Flooring guarantees pricing for up to Thirty (30) days from origination date. The recent pandemic has caused unprecedented raw material and labor shortages that have disrupted the supply-chain and caused frequent material price increases that have been imposed without notice. To avoid any additional charges due to manufacturer price increases, materials must be formally approved within 30 days from the origination date on the proposal (labeled date in upper righthand corner).

*****CFS Interiors & Flooring will not be held responsible for any delays related to supply-chain issues or labor shortages. *****

These delays are beyond our control, therefore CFS will not accept any back-charges or liquidated damages at this time. The construction industry is experiencing frequent and prolonged delays from both manufacturing and shipping companies. Please take these issues into account when placing orders or scheduling your projects. Physical samples for submittals may take in excess of 14 business days to process. Consider processing digital submittals whenever possible.

Commercial Flooring Services, LLC will furnish, deliver, and install the above material in accordance with all transmitted plans, specifications and general conditions for the listed price. The price includes all applicable freight and taxes, unless otherwise noted. Unless specifically included in this proposal: excludes all demolition, repair or take-up of existing flooring; excludes vacuuming, damp mopping, buffing, waxing or floor protection; excludes floor floating, leveling or repair; excludes sealing of floor, cleaning or removal of oil, grease, solvents, paints, plaster or other foreign substances; excludes asbestos control/abatement; includes no attic stock of material beyond installation coverage; includes work only during regular hours and for a single phase job; excludes any furniture movement; excludes any addenda beyond the base bid; Per CRI-104-96, 6.3 site conditions: The owner or general contractor must submit to the flooring contractor a written report on moisture and surface alkalinity of the slab to determine its suitability as a substrate for the material to be installed. Floor preparation will be billed on a time and material basis at the current rate per man-hour plus the cost of the materials. Client is subject to payment for stored materials. Commercial Flooring Services, LLC will not accept charge backs of damage or cleaning without the option to inspect claim(s) to repair or without the option to make arrangements for acceptable repairs at their expense. Commercial Flooring Services, LLC is not responsible for any claims that might result from product delivery date changes beyond their control. If a manufacturer requires a deposit to manufacture/ship certain items, client will pay that amount. This proposal is valid for thirty (30) days. Full payment is due ten (10) days from receipt of invoice unless otherwise specified.

WARRANTY DOES NOT INCLUDE ANY MOISTURE RELATED SUBFLOOR FAILURES

CFS INTERIORS & FLOORING

Signed: _____

JEFF NEYSSEN

Proposal Total: $89,260.00

GENERAL CONTRACTOR

Signed: Simone Zunich

Proposed Installation Start Date: _____

LAURA MACARTHUR ELEMENTARY
04.22.2024

22 April 2024 : LAURA MACARTHUR ELEMENTARY_04.22.2024

Summary Report

cfs
INTERIORS & FLOORING

area

CPT TILE : 2'x 2' [split 48:full 259] [tileEdge= 1059'7"]
area count=2

CPT TILE ACCENT : 2'x 2' [split 16:full 25] [tileEdge= 109'7"]
area count=1

VCT : 1'x 1' [split 428:full 9739] [tileEdge= 19146'5"]
area count=13

VB BASE 4"
area count=14

Plan Total

LAURA MACARTHUR ELEMENTARY
04.22.2024

Summary Report

cfs INTERIORS & FLOORING

Scale 1:730 (original drawing scale 1:410)

Laura MacArthur Elementary School

All Room Get VCT Tile

Except A116



LAURA MACARTHUR ELEMENTARY
04.22.2024

22 April 2024 - LAURA MACARTHUR ELEMENTARY_04.22.2024

Summary Report

cfs INTERIORS & FLOORING

Scale 1:800 (original drawing scale 1:410)



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INTERIORS & FLOORING
940 Apollo Road, Suite 110
Eagan , MN 55121
Ph : (651) 681-8100 Fax: (651) 681-1385

Proposal

Attn: BRYAN BROWN
From: JEFF NEYSSEN
Estimator: James Gunderson
Admin: Jamison Murphy
Revision #:
Date: 4/23/2024 *Bid Due Date:* 4/22/2024
Plan Date: *Addendum :*

To	*Project*
ISD #709 709 PORTIA JOHNSON DRIVE DULUTH, MN 55811	LOWELL ELEMENTARY / ISD #709 SWIFT #241171 2000 RICE LAKE ROAD DULUTH, MN 55811

ISD 709 - LOWELL ELEMENTARY

TOTAL (APPLICABLE TAX INCLUDED)	**$**	**224,455.00**

SUPPLY & INSTALL OF VCT @ ROOMS #R28 & CAFETERIA OF LOWELL ELEMENTARY

TOTAL (APPLICABLE TAX INCLUDED)	**$**	**37,550.00**

SUPPLY & INSTALL OF VCT & CARPET TILE (VCT IN ROOMS #29 - 34, CARPET TILE IN OFFICES

TOTAL (APPLICABLE TAX INCLUDED)	**$**	**51,323.00**

PROPOSAL TOTAL	**$**	**313,328.00**

Notes:

- Prices based on attached drawings.
- Bid floors ready to receive.
- Proposal is based on work performed during regular hours (no overtime).
- **Proposal expiration date - 4/29/24**

Inclusions:

- Proposal includes take up and reclamation.
- Proposal includes preliminary moisture testing.
- Proposal includes minor floor prep. Additional floor prep, if required, will be added on a time and material basis.
- Proposal includes skim coating for VCT installation.

Exclusions:

- Proposal excludes attic stock.
- Proposal excludes furniture, fixture & equipment moving.
- Proposal excludes moisture mitigation or post installation floor protection.
- Proposal excludes ceramic demolition, preparation, and epoxy grout.

*****IMPORTANT NOTICE REGARDING RECENT DELAYS & PRICE INCREASES*****

CFS Interiors & Flooring guarantees pricing for up to Thirty (30) days from origination date. The recent pandemic has caused unprecedented raw material and labor shortages that have disrupted the supply-chain and caused frequent material price increases that have been imposed without notice. To avoid any additional charges due to manufacturer price increases, materials must be formally approved within 30 days from the origination date on the proposal (labeled date in upper righthand corner).

*****CFS Interiors & Flooring will not be held responsible for any delays related to supply-chain issues or labor shortages. *****

These delays are beyond our control, therefore CFS will not accept any back-charges or liquidated damages at this time. The construction industry is experiencing frequent and prolonged delays from both manufacturing and shipping companies. Please take these issues into account when placing orders or scheduling your projects. Physical samples for submittals may take in excess of 14 business days to process. Consider processing digital submittals whenever possible.

Commercial Flooring Services, LLC will furnish, deliver, and install the above material in accordance with all transmitted plans, specifications and general conditions for the listed price. The price includes all applicable freight and taxes, unless otherwise noted. Unless specifically included in this proposal: excludes all demolition, repair or take-up of existing flooring; excludes vacuuming, damp mopping, buffing, waxing or floor protection; excludes floor floating, leveling or repair; excludes sealing of floor, cleaning or removal of oil, grease, solvents, paints, plaster or other foreign substances; excludes asbestos control/abatement; includes no attic stock of material beyond installation coverage; includes work only during regular hours and for a single phase job; excludes any furniture movement; excludes any addenda beyond the base bid; Per CRI-104-96, 6.3 site conditions: The owner or general contractor must submit to the flooring contractor a written report on moisture and surface alkalinity of the slab to determine its suitability as a substrate for the material to be installed. Floor preparation will be billed on a time and material basis at the current rate per man-hour plus the cost of the materials. Client is subject to payment for stored materials. Commercial Flooring Services, LLC will not accept charge backs of damage or cleaning without the option to inspect claim(s) to repair or without the option to make arrangements for acceptable repairs at their expense. Commercial Flooring Services, LLC is not responsible for any claims that might result from product delivery date changes beyond their control. If a manufacturer requires a deposit to manufacture/ship certain items, client will pay that amount. This proposal is valid for thirty (30) days. Full payment is due ten (10) days from receipt of invoice unless otherwise specified.

WARRANTY DOES NOT INCLUDE ANY MOISTURE RELATED SUBFLOOR FAILURES

CFS INTERIORS & FLOORING

Signed: _____

JEFF NEYSSEN

Proposal Total: $313,328.00

GENERAL CONTRACTOR

Signed: Jill Lofald

Proposed Installation Start Date: _____

Jill Lofald

Jill Lofald, Board Chair

LOWELL ELEMENTARY DULUTH
PLANS DATED 11.21.2018 - BREAKOUT

22 April 2024 : LOWELL ELEMENTARY DULUTH_PLANS DATED 11.21.2018 - BREAKOUT

Summary Report

area	
VCT - OPTION 1 : 1'x 1' [split 1940:full 27967] [tileEdge= 55792'4"]	area count=27
VB BASE 4" - CLASSROOMS - OPTION 1	area count=22
VB BASE 4" - CORRIDORS - OPTION 1	area count=5
TRANSITION - IF NEEDED - OPTION 1	area count=18
VCT - OPTION 2 : 1'x 1' [split 126:full 3378] [tileEdge= 6694'10"]	area count=2
VB BASE 4" - OPTION 2	area count=2
TRANSITION IF NEEDED - OPTION 2	area count=2
CARPET - OPTION 3 : 2'x 2' [split 72:full 142] [tileEdge= 633'7"]	area count=2
VCT - OPTION 3 : 1'x 1' [split 476:full 6385] [tileEdge= 12555'1"]	area count=8
VB BASE 4" - OPTION 3	area count=10
TRANSITION - IF NEEDED - OPTION 3	area count=3
Plan Total	

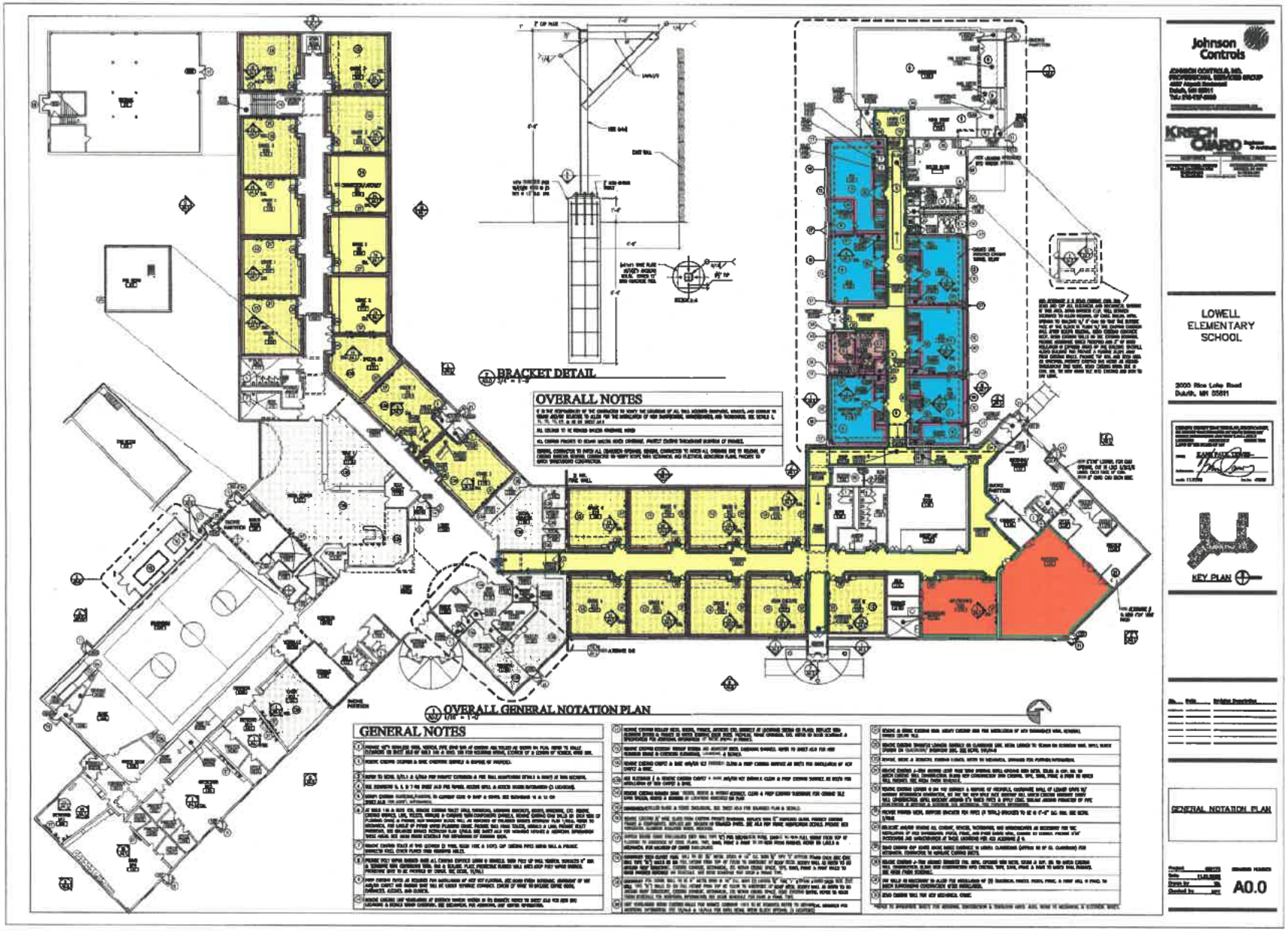
LOWELL ELEMENTARY DULUTH
PLANS DATED 11.21.2018 - BREAKOUT

22 April 2024 : LOWELL ELEMENTARY DULUTH_PLANS DATED 11.21.2018 - BREAKOUT

Summary Report

cfs INTERIORS & FLOORING

Scale 1:880 (original drawing scale 1:192)



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auditlabs

Prepared for **Duluth Public Schools** April 18, 2024

Response to request Proposal: **Internal / External Penetration Test and Application Assessment**

Objective: The objective of the external penetration test is to assess the security of Duluth Public School's external-facing systems and networks from the perspective of an external attacker. This test aims to identify and exploit vulnerabilities that could potentially be leveraged to gain unauthorized access or compromise sensitive information.

Approach: This is a gray box penetration test (credentialed & uncredentialed assessment), which will assess the technical security controls of Duluth Public School external network and internal network. We will leverage the Internet and some information that you provide us.

The test consists of three phases:

- **External Security Assessment:** Four days of testing, followed by a half-day dedicated to reporting.
- **Internal Security Assessment:** Five days of testing followed by one day dedicated to reporting.

Total Testing time: Nine days of testing, one and a half days of reporting. Eighty-four Total hours.

- External Security Assessment: This phase will provide an external view through the lens of a threat actor by evaluating the resiliency of the organizations network perimeter. We will work to discover the technical weaknesses exposed to the internet.
    - **Open-Source Reconnaissance (OSINT):** This process involves the strategic utilization of publicly accessible resources to gather sensitive information about an organization. By examining data available in the public domain, we can identify critical details such as the technologies employed by the organization and potential usernames. This intelligence is crucial for

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formulating targeted strategies in subsequent phases of testing, enhancing the effectiveness of security assessments.

- **Port Scan:** This technique is utilized to probe a server or network device systematically to identify which ports are open and listening. By sending client requests to various ports and analyzing the responses, a port scan reveals which services are active and potentially vulnerable to exploitation.
- **Vulnerability Scan:** This process involves a systematic examination of systems or networks to identify and quantify security vulnerabilities. Utilizing specialized scanning tools, the scan assesses exposed points within an infrastructure to pinpoint weaknesses that could be exploited by attackers.
- **Manual/Automated Exploit Attempts:** – This entails a diligent search for vulnerabilities that automated scans may not detect, leveraging findings from these scans to exploit known issues, comprehensively assessing the risks associated with identified vulnerabilities, and documenting any mitigating controls in place.
- **Password Attacks**: - A critical component of external penetration testing involves conducting password attacks. These attacks leverage open-source intelligence and exploit documented vulnerabilities to enhance the likelihood of success while circumventing existing security measures. Such strategies provide valuable insights into deficiencies within password policies, account lockout procedures, and multi-factor authentication systems.

- **Internal Penetration Test**
  - **Duration:** Five days of testing followed by one day dedicated to reporting.
  - **Uncredentialed Testing**:
    - **Objective**: Monitor and analyze network traffic within the internal network to identify methods of capturing credentials and observing data flows.
    - **Methodology**: Utilize network security tools to capture traffic and analyze it for potential security lapses and points of data leakage.
  - **Non-Admin Credentialed Scan**:
    - **Objective**: Enumerate and scrutinize the network using specific credentials to identify and exploit vulnerabilities, with the



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ultimate goal of escalating privileges and accessing sensitive data.

- **Approach**: Leverage existing user credentials to perform thorough network scans, applying specialized tools to exploit identified vulnerabilities and assess the availability of sensitive information on the network.

DULUTH PUBLIC SCHOOLS Project Timeline

IX. Post SOW Scoping Call:

A scoping call involving ITAL and Duluth Public Schools project team members. The purpose of this call is to discuss and finalize the scope of work outlined in the Statement of Work (SOW).

Goals and deliverables:

Duration: Approximately 1 hour

Participants: Key personnel from the Duluth Public Schools and ITAL project teams.

1. Identify the goals of the penetration test.
2. Establish success metrics.
3. Determine testing methodology:
   a. Adversarial Attack/Defend
   b. Audit-Only with no active Defense.
   c. Assumed Breach//Full-service
4. Identify key project team members at ITAL and Duluth Public Schools
   a. Emergency Points of Contact
   b. Working-hours Points of Contact
5. Provide Testing Methodology:
   a. Vulnerability Scanning/Testing
6. Identify the project Scope
   a. Internal Subnets
   b. External Subnets
   c. Internal Defenses
   d. External Defenses
   e. Critical // Out-of-Scope systems
7. Identify Credentials to be used for Vulnerability Scanning
   a. Provide DULUTH PUBLIC SCHOOLS with instructions to create credential groups if necessary.

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8. Identify any out-of-scope attack tactics.
   a. Phishing//Credential Harvesting//Brute-Forcing//DoS//DdoS//etc.
9. Provide communication plan for duration of penetration test.
10. Confirm that an ITAL testing box will be provided with Preconfigured tools and that it will be accessible externally.
11. Confirm that access to the in-scope subnets can be provided.
12. Confirm that firewalls/rules can be configured to allow remote access to the device from predefined locations//IP addresses.
13. Complete PE Authorization Form for DULUTH PUBLIC SCHOOLS signature

IX. External Assessment

1. Scan each subnet with Tenable Nessus utilizing the professional license, credentialed scans, credentialed patch audits, configuration scans, etc.
2. Review the findings returned by Tenable Nessus and categorize vulnerabilities into High/Medium/Low priority.
   a. These priorities will be categorized not just by the CVE score, or the severity returned by the Vulnerability scanner, but also by ease-of-remediation and prevalence within the environment.
3. Conduct thorough investigation of Duluth Public Schools infrastructure presence available on the open Internet to include DNS, subdomain, username/email, sensitive documents, etc.
4. Maintain communication throughout the process and conduct meetings with stakeholders/system-owners to review findings and suggest remediation paths.

IX. Internal Assessment

IT Audit Labs will utilize tools to examine the network security posture.

1. Remote into the in-scope subnets and begin manual exploitation attempts of vulnerabilities identified through Nessus scan.
2. Attempt to capture valid network credentials with inline network access. Whether successful or not, obtain credentials to conduct further scanning with access to Active Directory domain(s).
3. Manually enumerate possible vulnerabilities and exploit-paths to compromise systems and bypass remediating controls
4. Test Lateral movement throughout the environment.

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5. Determine effectiveness of remediating controls by attempting to bypass EDR/Firewalls.
6. Utilize Open-Source and proprietary tools to exploit systems with the goal of achieving success metrics defined in the scoping call.
7. Collect information to generate a report to explain all attack paths, possible configuration errors, and penetration test findings.
8. Monitor/record changes made throughout the environment to ensure a successful and expeditious cleanup post-test.
9. Conclude the test by removing all tools/artifacts/code snippets/configuration changes made during the testing cycles.

IX. Reporting and presentation

ITAL will provide **DULUTH PUBLIC SCHOOLS** with an executive summary debrief for each of the above tasks at completion.

- Vulnerability Assessment: Review of recommended remediations, and configuration of tests.
  - Provide a C-Level report as well as a technical report outlining the findings and recommended remediations by priority within the vulnerability management plan.
- Penetration Test: Review (dependent on findings) to go over the exploit paths and findings.
  - Provide a C-Level report as well as a technical report outlining the findings//recommended remediations, configurations, and tests.
- Immediate Notification Protocol for Critical Findings
  - **Policy**: Should a critical issue be discovered at any point during the testing phase, we will immediately inform our project sponsor.
  - **Procedure**: Upon identification of a critical vulnerability or security risk, the testing team will promptly communicate this finding to the designated project sponsor to ensure swift action and remediation. This protocol is designed to minimize potential risks and facilitate rapid response to pressing security concerns.

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V. Service Rates

Services rendered by IT Audit Labs shall be conducted on a Time and Materials basis. All such services will be estimated and approved by Client prior to execution. Client remains responsible to pay all amounts incurred under the Agreement for the actual charges incurred, whether less than or in excess of such estimated amount.

IT Audit Labs will bill for the actual time and expenses incurred on Client's behalf. Services will be billed at the HOURLY RATES indicated below, unless updated in writing by IT Audit Labs as described in a Note to the Services Rates table below.

Service Rates:

Rate Per day	$1,800
Number of Days	10.5
Total Cost of Project	$18,900*

*50% due up front**

Note: Additional services requested by Client to be performed outside of normal business hours shall be billed at 150% of the IT Audit Labs Standard Rates listed above. Normal business hours are defined as 8am – 8pm, CST, Monday – Friday, excluding holidays observed by IT Audit Labs.

IT Audit Labs Standard Rates are reviewed annually and increased based on prevailing economic factors, effective January 1 each year. In recognition of our partnership, IT Audit Labs will provide a rate concession on the then-current IT Audit Labs Standard Rates for Services provided under this Statement of Work.

VI. Reimbursable Expenses

Expenses to be reimbursed by Client under this SOW, if any, are as follows:

- Vulnerability Assessment: Review of recommended remediations, and configuration of tests.
- All materials, travel, and any other direct costs will be billed at actual cost.
- All out of pocket expenses as specified in the Agreement.
- One-way travel time is chargeable at fees defined in the Service Rates.
- Charges will be made for round trip mileage (in accordance with IRS standards).
- IT Audit Labs consultants are permitted to book direct flights and shorter layovers if the airfare is not considerably more than travel options with multiple stops and longer layovers.
- IT Audit Labs consultants are permitted to utilize Hertz for all car rentals. IT Audit Labs has preferred rates with Hertz and related insurance coverage.

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- IT Audit Labs consultants will retain receipts for all travel expenses, but these detailed receipts will NOT be provided to Client unless requested to verify a travel expense

VII. Actual Charges

The scope of this SOW, any Time and Materials estimates, and services provided hereunder, are based on the IT Audit Labs understanding to date of the activities and resources to be included, Client systems and environment, Client's personnel's availability, understanding, training and assistance, among other factors. Thus, actual charges may exceed estimates. Given the complexity of the services, it is not always possible to reflect changes or to identify precisely when actual work or charges may exceed the estimates.

VIII. Software Licenses and Fees

As required, all proprietary and third-party software, license costs and related fees are separate and will be agreed to in a separate "Purchase and Sales Agreement", Quote and/or End User License Agreements (EULA(s)) between the applicable parties.

IX. Invoice/Billing Terms

- All invoices will be in U.S. Dollars (USD), and payable per the terms established in the Agreement.
- IT Audit Labs will invoice Client for Time and Materials fees, plus any associated reimbursable expenses, and applicable taxes, per the terms established in the Agreement. Fees which do not appear on an invoice for a particular period may appear on future invoices.
- If Client, in good faith, disputes an amount on an invoice, Client must notify IT Audit Labs in writing within seven (7) days of the date of invoice receipt setting out reasons for the dispute and the amount in dispute (Disputed Amount). IT Audit Labs will, within seven (7) days of the date of receipt of Client's notice in writing in good faith, review the invoice for the purposes of resolving such dispute.

Critical Success Factors

- English will be used as the common business language.
- All dates and times referenced are in North America, Central Time Zone, unless stated otherwise.
- Client agrees to provide, and IT Audit Labs will have access to, contacts within the company with understanding of client data, and current business system applications.
- Client agrees to provide IT Audit Labs resources with online, local and remote access capability as well as appropriate workspace if on-site presence is required.
- As required, Client agrees to have in place any required onsite hardware and network with sufficient capacity to support all initiatives.

- Client agrees to provide commercially viable network communications necessary to support each business location.
- If additional environments are required during the term, IT Audit Labs will assist Client to determine options for hosting additional environments and suggest efforts to manage the utilization (i.e. additional environments can be "turned off" when they are not being used to minimize any additional costs). The costs of these environments are the responsibility of Client and are not included in the scope of this SOW.

With the exception of application support tickets, which are governed by Service Level Objectives, IT Audit Labs will work with client to determine a mutually agreeable delivery schedule for all other Advantage support services.

IT Audit Labs:

By: DocuSigned by: Kelly S Vergha DB78D0B7829D401...

Title: Sr Program Manager

Date: 4/18/2024

Customer:

By: Simone Zurich

Title: Exec. Dir. Business Services

Date: 4/26/24

AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of April, 2024, by and between Independent School District #709, a public corporation, hereinafter called District or DPS, and Family Freedom Center an independent contractor, hereinafter called Contractor or FFC.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of April 10, 2024 and shall remain in effect until April 12, 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.** *This agreement outlines the collaborative partnership between Duluth Public Schools (hereafter referred to as "DPS") and the Family Freedom Center (hereafter referred to as "FFC") to honor and disseminate the significant contributions and legacy of Ethel Ray Nance to the Duluth community.*

FFC will partner with DPS to ensure that students and staff across Duluth Public Schools gain valuable insights into the impactful history and enduring legacy of Ethel Ray Nance through a series of educational presentations and engagements.

To achieve these objectives, FFC shall organize presentations at all three Duluth public high schools: East High School, Denfeld High School, and the Area Learning Center (ALC), as well as at Lincoln Park Middle School and Ordean East Middle School. These presentations are designed to engage and educate the student body and staff, fostering a deeper understanding and appreciation of Ethel Ray Nance's historical significance.

Expenditures and Financial Provisions: *To support the successful execution of this agreement, the following expenditures are authorized within the contract:*

1. Lodging Assistance: For Karen Nance and Rekhet Si-Asar, an allocation not exceeding $3,675.24 is designated for lodging support.

2. Facilitator Payment: Payments for facilitators Karen F. Nance, Madison Nance, Marie Nance, and Lennie the Educational Poet shall not exceed a total of $2,850.

3. Airfare Assistance: Airfare support for Karen Nance, Sheldon Nance, Marie Nance, Cocee Baker, Thatcher Nance, Craig Nance, Marie Barrett, and Madison Nance is capped at $3,200.

4. Per Diem Payment: A per diem allocation of no more than $472.00 is set for Karen Felicia Nance, Marie Nance, Sheldon Nance, Madison Nance, Cocee Baker, Thatcher Nance, Craig Nance, and Marie Barrett.

5. Transportation Assistance Support Payment: For Rekhet Si-Asar, Carla Hamilton, Rick Troy, James Buckner, and Tom (unknown surname), a maximum of $300 is allocated for transportation support.

6. Allocation of Remaining Funds: Any remaining funds, following the allocations detailed above, shall support FFC in fulfilling its contractual obligations to facilitate and implement the terms of this agreement.

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. **Payment:** 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 $12,000.00 in total

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Nate Smith/Anthony Bonds, 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) 310 N 1st Ave W Suite 108, Duluth, MN 55806

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

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

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

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

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

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

17. **Insurance.** (If applicable)

In this agreement, the Contractor functions as a fiscal agent / organizer. It is understood that all independent facilitators involved in the execution of this contract are individually responsible for securing and maintaining their own insurance coverage throughout the duration of the contract.

Insurance Requirements for Independent Facilitators:

Workers' Compensation Insurance: Each independent facilitator is responsible for obtaining Workers' Compensation insurance for themselves and any of their employees, in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability.

Commercial General Liability: Independent facilitators must maintain insurance to protect against claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services, as well as for property damage, including loss of use. This applies to operations carried out by the independent facilitator, any subcontractor, or by anyone directly or indirectly employed by them.

Independent facilitators are responsible for ensuring that their insurance remains in force for the term of the contract. The Contractor, serving as the fiscal agent / organizer, is not required to verify the facilitators' insurance coverage but emphasizes the importance of each facilitator's compliance with these insurance responsibilities.

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature	SSN/Tax ID Number	Date
Program Director		Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the 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	~~205~~ E	~~203~~ 005	~~1001~~ 203	161	303	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

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair — Date: 4/10/24

Date: 4/10/24

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	83-0943572 SSN/Tax ID Number	04/10/2024 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:

_____ 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).

XX	X	XXX	XXX	XXX	XXX	XXX

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

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

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

AGREEMENT

THIS AGREEMENT, made and entered into this 9 day of April, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Brigette Eckwood, 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 04/11/2024 and shall remain in effect until 06/30/2024, 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.** *Providing recreational dance instruction of Step Dancing which was developed by African American fraternities and sororities in the mid-20th century. Lessons to be practiced at Denfeld High School and the Washington Center.*

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 $50 hourly and $3000 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) 2702 ½ W 2nd St APT 1, Duluth, MN 55806.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Brigette Eckwood [redacted] 4/9/24

Contractor Signature SSN/Tax ID Number Date

Program Director 4-10-24

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	405	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

Erinne Zmich 4/11/24

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

FIRST
Educational Resources
POWERFUL • AFFORDABLE • SUSTAINABLE

EDUCATIONAL SERVICES PROPOSAL	
Client Name	Duluth Public Schools
Client Address	709 Portia Johnson Drive | Duluth, MN 55811
Company Information	FIRST Educational Resources 5881 Seven Elms Drive (920) 479-6504 Garth@firsteducation-us.com
Services	Dr. Matt Townsley will provide one day of professional development to staff from Duluth East High School and Denfeld High School on best practices in assessment and grading. This presentation will be customized based on a planning call with Duluth Public Schools to establish the goals and outcomes for this professional development day. ** Additional Option for 2024-25 school year: Dr. Garth Larson or Becky Peppler will meet and work with staff from both Duluth High Schools grade level teams to assess their current reality with standards, targets, assessment, grading and reporting practices, and college and career readiness. The data is examined to reveal patterns. After analyzing the data from each content and/or grade level team, strengths and areas for support moving forward as a school are identified. Based on all of the evidence gathered and reviewed, comprehensive recommendations are made. These action steps are written to be actionable and to lead to student learning impact. This report will lay out specific recommendations for next steps for each content and/or grade level team and each building.
Dates	June 6, 2024 Dates TBD in 2024-25 School Year for Additional STAGR Analysis Option

Venue	To be determined between the Duluth Public Schools and FIRST Educational Resources
Consultant	Dr. Matt Townsley (June 6, 2024) Dr. Garth Larson or Becky Peppler for Option STAGR Analysis
Fee	June 6, 2024 | $6,000 (fully inclusive of travel and planning) Optional STAGR Analysis: $5000 per school (fully inclusive of planning, visit, travel and report writing)
Payment Schedule	The Client will issue a purchase order for the full amount of the engagement upon acceptance of this agreement, which is payable and due after completion of services and receipt of FIRST Educational Resources invoice.
Expenses	All fees are fully inclusive.
Termination	Either party may terminate this Agreement by giving 45 days' written notice without affecting the rights or obligations of the parties. Cancellation (outside of events beyond its control) will result in payment of full presentation fee.

SIGNED by Garth Larson, CEO

SIGNED by Duluth Public Schools

for and on behalf of the Company

for and on behalf of the client

STAGR Consultant Bios

Matt Townsley has authored multiple books including Making Grades Matter: Standards-Based Grading in a Secondary PLC at Work (Solution Tree), Using Grading to Support Student Learning (Routledge), A Parents' Guide to Grading and Reporting: Being Clear about What Matters (Rowman & Littlefield), and most recently, Grading Reform That Lasts: Eight Steps to Transforming Your School's Assessment Culture (Solution Tree). As a former district administrator and teacher in the Solon Community School District (Solon, IA), he has firsthand experience implementing and leading lasting grading reform. District Administration magazine named Solon Community Schools a district of distinction, and Solution Tree recognized multiple buildings in the district as model professional learning communities during his tenure. Through conferences, professional development and

workshops, Dr. Townsley has consulted with teachers, administrators, and parents across the globe on the topics of assessment and grading.

In recognition of his leadership, Matt was named Iowa's Central Office Administrator of the year and he was recognized as an ASCD Emerging Leader. His writing can be found in publications such as Educational Leadership, School Administrator, ASCD Express, and NASSP Bulletin. In addition, he has been featured or quoted in the following media outlets: The Christian Science Monitor, CNN.com, The Washington Post, USA Today, California and Kansas public radio, the Center for Digital Education, Education Week, Khan Academy Ed Talks, as well as presented at national conferences such as the Learning Forward Annual Conference, National Conference on Education (AASA), and the Association for Middle Level Education (AMLE) Annual Conference. Matt's energetic approach to engaging audiences has earned him the moniker "The Sportscaster of Alternative Grading."

Dr. Townsley is an assistant professor of educational leadership at the University of Northern Iowa in Cedar Falls, IA.

Garth Larson, Ed.D is the Co-Founder and CEO of FIRST Educational Resources. Garth has previously worked as the Director of Learning for the Winneconne Community School District in northeast Wisconsin, was an elementary principal in two separate buildings and started his career in education as a high school speech and English teacher. In 2015, Garth Co-Founded FIRST Educational Resources with a focus on improving student achievement across the United States. Since 2015, over 2000 school districts throughout the globe have become partnership districts with his company. Garth currently consults with school districts around the world and provides customized professional development around a variety of topics, mainly Professional Learning Communities 2.0, Learning-Centered and Equitable Grading Practices, Leadership and School Improvement. Garth is also the co-author of *6 books,* including *Grading for Impact, Raising Student Achievement Through a Target-Based Assessment and Learning System, The STAGR Process Roadmap* and the soon to be released, *Extinguishing the Fires Within Assessment and Grading Reform.*

Becky Peppler is the Director of the FIRST Education STAGR (Standards, Targets, Assessment, Grading & Reporting) Center (a division of FIRST Educational Resources). She has 15 years of professional experience in public education, working in the Winneconne Community School District in northeast Wisconsin. Becky has spent time as a 6-12 Instructional Coach with a focus on supporting teachers in the classroom on a daily basis. Prior to her role as an instructional coach, Becky taught Chemistry and Forensic Science and was the 6-12 Science Curriculum Chair. She has a passion for designing meaningful assessments practices, making reassessment work, target based learning implementation, building social and emotional skills and ensuring that all students continue to learn at high levels. Becky currently consults to school districts all over the United States in these areas and is the co-author of *The STAGR Process Roadmap* and the soon to be released, *Extinguishing the Fires Within Assessment and Grading Reform.*

Zearn Master Service Agreement

This Master Services Agreement (the "Agreement") is between Zearn and DULUTH IND SCHOOL DISTRICT 709 ("Account Holder") in Minnesota for the 2024-2025 school year. The Agreement sets out the terms and conditions with respect to the Services that the Account Holder may receive throughout the school year, as defined below, and incorporates Zearn's Terms of Use (https://www.zearn.org/termsofuse) and Privacy Policy (http://www.zearn.org/privacy).

1. Covered Schools and Services

Zearn will provide the following Services to the district/school(s) listed below ("Covered Schools"):

District / School Name	Services
CONGDON PARK ELEMENTARY SCHOOL	School Account
LAURA MACARTHUR ELEM SCHOOL	School Account
LINCOLN PARK MIDDLE SCHOOL	School Account
MYERS-WILKINS ELEMENTARY SCH	School Account
ORDEAN EAST MIDDLE SCHOOL	School Account

2. Fees and Payment

The combined fee associated with the Services above is $12,500.00 (the "Fee"). The Fee does not include state taxes that may be applicable. Once this Agreement is signed, the Account Holder is responsible for full payment. Zearn will provide Account Holder an invoice with payment due within 30 days of the invoice date. Account Holders who purchase Zearn School Account(s) and On-Demand Professional Development will receive an invoice at the earliest in July 2024 unless an invoice is requested sooner. Account Holders who purchase a live Professional Learning offering will receive an invoice following Zearn's delivery of Professional Learning Services. Payments are non-refundable.

3. Zearn School Account and On-Demand Professional Development Terms

For Account Holders who purchase a Zearn School Account and On-Demand Professional Development for the 2024-2025 school year, the following terms apply.

3.1. Zearn School Account License Period

Account Holder's Zearn School Account license begins on the day this Agreement is signed, or if purchased later, on the purchase date, and runs through June 30, 2025. When noted in Section 1 above, "Legacy" refers to customers who piloted Zearn Math in the 2016-17 school year.

3.2. Authorization

By purchasing a Zearn School Account and On-Demand Professional Development license, Account Holder represents and warrants that it is an authorized representative of the Covered Schools with permission to enter into this Agreement on behalf of the Covered Schools, inclusive of staff members and students who will utilize the Services. Account Holder understands and acknowledges that a Zearn School Account is for the use of students and school staff only, and that Zearn does not authorize third parties to access Zearn School Accounts. Account Holder further represents and warrants that it has read, understands and accepts the terms of this Agreement on behalf of Covered School. Account Holder further acknowledges and agrees that it or its designated representatives has the right to share student personal, performance and other information with Zearn for the purpose of Zearn providing the Services to the Covered Schools and as further described in the Privacy Policy, in accordance with the terms of this Agreement.

3.3. Privacy

Zearn Master Service Agreement

Zearn and Account Holder agree to comply with all applicable federal, state and local laws. In the event Account Holder, or its Covered Schools, are subject to the Family Educational Rights and Privacy Act (FERPA), Zearn and Account Holder agree as follows:

(A) Account Holder appoints Zearn as a "school official" as that term is used in FERPA Regulation 34 C.F.R §99.31 (a)(1)(i) and 34 C.F.R Part 99 et seq., with a "legitimate educational interest" to carry out its responsibilities under the Agreement.

(B) Account Holder represents and warrants that it, or its Covered Schools, has received all necessary signed and dated written consents from the parents/legal guardians of students to provide student data for the purpose of receiving the Services, as required under FERPA.

Zearn agrees to support Account Holder's compliance with FERPA, including operating under the direct control of Account Holder with respect to its use of student information provided by Account Holder or its Covered Schools, teachers or students.

3.4. Data Retention

Upon termination of the Zearn School Account services under this Agreement or other account inactivation, Zearn will retain account and student information provided by Account Holder and its Covered Schools for a period of 180 days for Account Holder's convenience in the event of renewal or reactivation. Account Holder or its Covered Schools may request deletion of account information at any time by providing a written request to Zearn through schoolaccounts@zearn.org.

3.5. Data Security

Zearn maintains reasonable security standards appropriate to the type of data collected. This includes multiple safeguards to help protect against loss, misuse or alteration of information, including encryption of data in transit and at rest, use of two-factor authentication to access the system, regular software security updates and industry best practices for network and physical security.

3.6. Account Holder Privacy Obligations

Account Holder and its Covered Schools are responsible for managing the privacy and security of student, teacher and administrator account credentials affiliated with Zearn School Accounts. As such, log-in and password information should not be shared or used by more than one individual in order to access content including On-Demand Professional Development material; to knowingly share account information is a violation of Zearn's Privacy Policy and this Agreement. Account Holder agrees to notify Zearn immediately if it knows or suspects there has been unauthorized access to accounts or any other breach of security. Zearn will comply with all applicable laws concerning sending appropriate notifications in the event of an unauthorized disclosure of personal identifying information.

3.7. On-Demand Professional Development License

Account Holder may receive from Zearn a non-exclusive, non-transferable, revocable license to access and use the On-Demand Professional Development materials for non-commercial, professional development purposes. As part of this Agreement, teachers and administrators with access to the On-Demand Professional Development materials agree not to share, redistribute, or otherwise make available the Zearn Professional Development materials to individuals or entities who are not affiliated with the Account Holder. Zearn retains ownership of the On-Demand Professional materials and retains all intellectual property rights in these materials. Zearn is the sole provider of these Professional Development materials; any commercial use or distribution of them is strictly prohibited.

4. Professional Learning Sessions

If Account Holder who purchases Professional Learning sessions ("Professional Learning"), the following terms apply.

Zearn Master Service Agreement

4.1. Scope
The purpose of Professional Learning is to provide comprehensive training to support district and school-based educators and leaders with launching and growing Zearn Math implementation at the classroom, school, and district level. Professional Learning sessions are provided live either on-site or virtually. Professional Learning sessions include all instructional materials needed to fully participate in the training program.

4.2. Rescheduling and Fee Policy
Account Holder may reschedule its training date provided Account Holder gives Zearn written notice at least two (2) weeks prior to the date of on-site training or training sessions over four (4) hours in duration, or five (5) days prior to the date of virtual training under four (4) hours in duration ("Reschedule Window").

Zearn's training team incurs expenses in preparation for Professional Learning sessions and is not able to absorb these expenses if Account Holder cancels or reschedules outside of the Reschedule Window. For this reason, requests to reschedule made closer to the training date cannot be accommodated by Zearn, and in the event of a cancellation, Account Holder understands and agrees that it remains responsible for the full training fee.

4.3. Intellectual Property Disclaimer
Zearn has developed intellectual property, including content, tools, and materials that are included in its training sessions. Zearn maintains all ownership rights and interests in and to all training content, tools, and materials. The delivery of and payment for training sessions does not imply a transfer of any ownership rights or interests, and does not allow for Account Holder to claim ownership or interests in any of Zearn' s intellectual property. Account Holder agrees to use the training materials solely for its own personal and non-commercial purposes and in compliance with this Agreement and Zearn's Terms of Use.

4.4. Suggestions and Feedback
During the training, Account Holder may provide Zearn with certain suggestions or feedback regarding Zearn Math, including curriculum or content development recommendations (collectively, "Suggestions"). Account Holder agrees that Zearn shall own all such Suggestions, including all copyrights therein.

5. Purchasing Add-on Services
At the time of signing this Agreement and/or throughout its term, Account Holder may request services in addition to those listed in Section 1 ("Add-on Services"). Zearn will deliver to Account Holder Add-on Services following Zearn's receipt of a Purchase Order from Account Holder. Each Purchase Order, once received by Zearn, constitutes a separate binding contract between the Parties which incorporates and is subject to the terms and conditions of this Agreement.

Zearn Master Service Agreement

5.1. Zearn School Account and On-Demand Professional Development
If Account Holder orders additional license(s) for Zearn School Accounts or On-Demand Professional Development, Account Holder will provide Zearn a Purchase Order confirming the Covered Schools and relevant fees.

5.2. Zearn Printed Materials
If Account Holder orders Zearn Printed Materials, Account Holder will provide Zearn a Purchase Order and Order Form for the number of books, delivery details (location and recipient), and the relevant fees, including whether Account Holder is exempt from state taxes.

5.3. Professional Learning Sessions
If Account Holder orders Professional Learning, Account Holder will provide Zearn a Purchase Order confirming the training type, date(s), number of session(s), and the relevant fees.

6. Miscellaneous

6.1. Conflicting Provisions
In the event of a conflict between the terms and conditions of this Agreement and any other written agreement entered into between Zearn and Account Holder, the terms and conditions of this Agreement will control.

6.2. Modifications
Modifications to this Agreement are effective only if confirmed in writing between Zearn and an authorized representative of Account Holder.

6.3. Signature Authorization
This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures received by PDF file or other electronic format are agreed to be acceptable as original signatures.

Zearn Master Service Agreement

By signing the below, the Account Holder and Zearn agree to the terms of this Agreement.

For Account Holder:

Name Simone Zurich

Title Exec. Dir. Business Services

Signature Simone Zurich

Date 5/2/24

For Zearn:

Name Shalinee Sharma

Title Chief Executive Officer

Signature

Date 05/01/2024

DULUTH IND SCHOOL DISTRICT 709

Product	Price	Quantity	Subtotal
School Account School Account services through June 30, 2025. Includes an unlimited number of staff, student, and administrator accounts within the school.	$2,500.00	5	$12,500.00

Total **$ 12,500.00**

Tax is **not included in the above quote. Tax will be added to your invoice, if applicable. If your school or district is tax-exempt, please upload a copy of your tax exemption certificate in order to receive a tax-free invoice.*

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Zearn

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☑ Other (see instructions) ▶ **501 c(3) NONPROFIT Organization**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
PO Box 20

Requester's name and address (optional)

6 City, state, and ZIP code
New York, NY 10116

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
___ - ___ - ____

or

Employer identification number
37 - 1665745

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 3/15/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Cat. No. 10231X Form **W-9** (Rev. 10-2018)

Zearn Master Service Agreement

This Master Services Agreement (the "Agreement") is between Zearn and DULUTH IND SCHOOL DISTRICT 709 ("Account Holder") in Minnesota for the 2024-2025 school year. The Agreement sets out the terms and conditions with respect to the Services that the Account Holder may receive throughout the school year, as defined below, and incorporates Zearn's Terms of Use (https://www.zearn.org/termsofuse) and Privacy Policy (http://www.zearn.org/privacy).

1. Covered Schools and Services

Zearn will provide the following Services to the district/school(s) listed below ("Covered Schools"):

District / School Name	Services
DULUTH IND SCHOOL DISTRICT 709	Educator Training - Complement (Virtual, Session)

2. Fees and Payment

The combined fee associated with the Services above is $500.00 (the "Fee"). The Fee does not include state taxes that may be applicable. Once this Agreement is signed, the Account Holder is responsible for full payment. Zearn will provide Account Holder an invoice with payment due within 30 days of the invoice date. Account Holders who purchase Zearn School Account(s) and On-Demand Professional Development will receive an invoice at the earliest in July 2024 unless an invoice is requested sooner. Account Holders who purchase a live Professional Learning offering will receive an invoice following Zearn's delivery of Professional Learning Services. Payments are non-refundable.

3. Zearn School Account and On-Demand Professional Development Terms

For Account Holders who purchase a Zearn School Account and On-Demand Professional Development for the 2024-2025 school year, the following terms apply.

3.1. Zearn School Account License Period

Account Holder's Zearn School Account license begins on the day this Agreement is signed, or if purchased later, on the purchase date, and runs through June 30, 2025. When noted in Section 1 above, "Legacy" refers to customers who piloted Zearn Math in the 2016-17 school year.

3.2. Authorization

By purchasing a Zearn School Account and On-Demand Professional Development license, Account Holder represents and warrants that it is an authorized representative of the Covered Schools with permission to enter into this Agreement on behalf of the Covered Schools, inclusive of staff members and students who will utilize the Services. Account Holder understands and acknowledges that a Zearn School Account is for the use of students and school staff only, and that Zearn does not authorize third parties to access Zearn School Accounts. Account Holder further represents and warrants that it has read, understands and accepts the terms of this Agreement on behalf of Covered School. Account Holder further acknowledges and agrees that it or its designated representatives has the right to share student personal, performance and other information with Zearn for the purpose of Zearn providing the Services to the Covered Schools and as further described in the Privacy Policy, in accordance with the terms of this Agreement.

3.3. Privacy

Zearn and Account Holder agree to comply with all applicable federal, state and local laws. In the event Account Holder, or its Covered Schools, are subject to the Family Educational Rights and Privacy Act (FERPA), Zearn and Account Holder agree as follows:

(A) Account Holder appoints Zearn as a "school official" as that term is used in FERPA Regulation 34 C.F.R §99.31 (a)(1)(i) and 34 C.F.R Part 99 et seq., with a "legitimate educational interest" to carry out its responsibilities under the Agreement.
(B) Account Holder represents and warrants that it, or its Covered Schools, has received all necessary signed and dated written consents from the parents/legal guardians of students to provide student data for the purpose of receiving the Services, as required under FERPA.

Zearn agrees to support Account Holder's compliance with FERPA, including operating under the direct control of Account Holder with respect to its use of student information provided by Account Holder or its Covered Schools, teachers or students.

3.4. Data Retention

Upon termination of the Zearn School Account services under this Agreement or other account inactivation, Zearn will retain account and student information provided by Account Holder and its Covered Schools for a period of 180 days for Account Holder's convenience in the event of renewal or reactivation. Account Holder or its Covered Schools may request deletion of account information at any time by providing a written request to Zearn through schoolaccounts@zearn.org.

3.5. Data Security

Zearn maintains reasonable security standards appropriate to the type of data collected. This includes multiple safeguards to help protect against loss, misuse or alteration of information, including encryption of data in transit and at rest, use of two-factor authentication to access the system, regular software security updates and industry best practices for network and physical security.

3.6. Account Holder Privacy Obligations

Account Holder and its Covered Schools are responsible for managing the privacy and security of student, teacher and administrator account credentials affiliated with Zearn School Accounts. As such, log-in and password information should not be shared or used by more than one individual in order to access content including On-Demand Professional Development material; to knowingly share account information is a violation of Zearn's Privacy Policy and this Agreement. Account Holder agrees to notify Zearn immediately if it knows or suspects there has been unauthorized access to accounts or any other breach of security. Zearn will comply with all applicable laws concerning sending appropriate notifications in the event of an unauthorized disclosure of personal identifying information.

3.7. On-Demand Professional Development License

Account Holder may receive from Zearn a non-exclusive, non-transferable, revocable license to access and use the On-Demand Professional Development materials for non-commercial, professional development purposes. As part of this Agreement, teachers and administrators with access to the On-Demand Professional Development materials agree not to share, redistribute, or otherwise make available the Zearn Professional Development materials to individuals or entities who are not affiliated with the Account Holder. Zearn retains ownership of the On-Demand Professional materials and retains all intellectual property rights in these materials. Zearn is the sole provider of these Professional Development materials; any commercial use or distribution of them is strictly prohibited.

4. Professional Learning Sessions

If Account Holder who purchases Professional Learning sessions ("Professional Learning"), the following terms apply.

4.1. Scope

Zearn Master Service Agreement

The purpose of Professional Learning is to provide comprehensive training to support district and school-based educators and leaders with launching and growing Zearn Math implementation at the classroom, school, and district level. Professional Learning sessions are provided live either on-site or virtually. Professional Learning sessions include all instructional materials needed to fully participate in the training program.

4.2. Rescheduling and Fee Policy

Account Holder may reschedule its training date provided Account Holder gives Zearn written notice at least two (2) weeks prior to the date of on-site training or training sessions over four (4) hours in duration, or five (5) days prior to the date of virtual training under four (4) hours in duration ("Reschedule Window").

Zearn's training team incurs expenses in preparation for Professional Learning sessions and is not able to absorb these expenses if Account Holder cancels or reschedules outside of the Reschedule Window. For this reason, requests to reschedule made closer to the training date cannot be accommodated by Zearn, and in the event of a cancellation, Account Holder understands and agrees that it remains responsible for the full training fee.

4.3. Intellectual Property Disclaimer

Zearn has developed intellectual property, including content, tools, and materials that are included in its training sessions. Zearn maintains all ownership rights and interests in and to all training content, tools, and materials. The delivery of and payment for training sessions does not imply a transfer of any ownership rights or interests, and does not allow for Account Holder to claim ownership or interests in any of Zearn' s intellectual property. Account Holder agrees to use the training materials solely for its own personal and non-commercial purposes and in compliance with this Agreement and Zearn's Terms of Use.

4.4. Suggestions and Feedback

During the training, Account Holder may provide Zearn with certain suggestions or feedback regarding Zearn Math, including curriculum or content development recommendations (collectively, "Suggestions"). Account Holder agrees that Zearn shall own all such Suggestions, including all copyrights therein.

5. Purchasing Add-on Services

At the time of signing this Agreement and/or throughout its term, Account Holder may request services in addition to those listed in Section 1 ("Add-on Services"). Zearn will deliver to Account Holder Add-on Services following Zearn's receipt of a Purchase Order from Account Holder. Each Purchase Order, once received by Zearn, constitutes a separate binding contract between the Parties which incorporates and is subject to the terms and conditions of this Agreement.

Zearn Master Service Agreement

5.1. Zearn School Account and On-Demand Professional Development
If Account Holder orders additional license(s) for Zearn School Accounts or On-Demand Professional Development, Account Holder will provide Zearn a Purchase Order confirming the Covered Schools and relevant fees.

5.2. Zearn Printed Materials
If Account Holder orders Zearn Printed Materials, Account Holder will provide Zearn a Purchase Order and Order Form for the number of books, delivery details (location and recipient), and the relevant fees, including whether Account Holder is exempt from state taxes.

5.3. Professional Learning Sessions
If Account Holder orders Professional Learning, Account Holder will provide Zearn a Purchase Order confirming the training type, date(s), number of session(s), and the relevant fees.

6. Miscellaneous

6.1. Conflicting Provisions
In the event of a conflict between the terms and conditions of this Agreement and any other written agreement entered into between Zearn and Account Holder, the terms and conditions of this Agreement will control.

6.2. Modifications
Modifications to this Agreement are effective only if confirmed in writing between Zearn and an authorized representative of Account Holder.

6.3. Signature Authorization
This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures received by PDF file or other electronic format are agreed to be acceptable as original signatures.

Zearn Master Service Agreement

By signing the below, the Account Holder and Zearn agree to the terms of this Agreement.

For Account Holder:

Name Simone Zurich

Title Exec. Dir. Business Services

Signature

Date 5/2/24

For Zearn:

Name Shalinee Sharma

Title Chief Executive Officer

Signature

Date 05/01/2024

DULUTH IND SCHOOL DISTRICT 709

Product	Price	Quantity	Subtotal
Educator Training - Complement (Virtual, Session)	$500.00	1	$500.00
		Tax*	$ 0.00
		Total	**$ 500.00**

Tax is **not included in the above quote. Tax will be added to your invoice, if applicable. If your school or district is tax-exempt, please upload a copy of your tax exemption certificate in order to receive a tax-free invoice.*

To Order Zearn Printed Materials:

- Please email **printedmaterials@zearn.org**, with:

  (1) a completed Order Form (Google Sheets link) detailing the exact products being purchased and shipping/delivery information

  (2) a Purchase Order made out to Zearn (including a shipping fee equal to 10% or $25, whichever is higher; and applicable sales tax, *if your school or district is **not** tax-exempt*)

By submitting a Purchase Order for Zearn Printed Materials, you acknowledge and accept that all purchases for the Product(s) listed above are final and are not eligible for returns and/or refunds. Once your Purchase Order is received, your order will be processed. An invoice will be issued, and payment will be due within 30 days.

To Order Zearn School Account(s) and/or Professional Development:

- Please email your Zearn contact to request a Purchase Agreement, with:

  (1) the quote number referenced above; and the name, title and email of the person who will be signing the agreement

- Your Zearn contact will send a Purchase Agreement for you (or the specified person) to sign
- Create a Purchase Order and return it directly to our Billing team at **billing@zearn.org**

By submitting a signed Purchase Agreement for Zearn School Account(s) and/or Professional Development, you acknowledge and accept that all purchases for the Product(s) listed above are final and are not eligible for returns and/or refunds. Once your signed Purchase Agreement is received, your Zearn contact will follow up to finalize your order.

Please note: *Account Holders who purchase Zearn School Account(s) and/or On-Demand Professional Development will receive an invoice at the earliest in July unless an invoice is requested sooner. Account Holders who purchase a live Professional Learning offering will receive an invoice following Zearn's delivery of Professional Learning Services.*

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Zearn

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☑ Other (see instructions) ▶ 501 c(3) NONPROFIT Organization

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

PO Box 20

Requester's name and address (optional)

6 City, state, and ZIP code

New York, NY 10116

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

3	7	–	1	6	6	5	7	4	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 3/15/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

DocuSign Envelope ID: 0DBC1779-C807-45FB-B596-56C2A1FFCBBA

Association for Middle Level Education
2550 Corporate Exchange Dr., Suite 324
Columbus, Ohio 43231 | amle.org

CUSTOMER CONTRACT

Customer:	ISD 709 709 Portia Johnson Dr Colchester, VT 05446
Primary Contacts:	**Jennifer Larva** , Jennifer.larva@isd709.org **Joan Lancour**, Joan.lancour@isd709.org
Provided Consultants:	**Jennifer Rose / Katie Powell, AMLE**
Fee/Purchase Order:	**$ 5,250** all-inclusive rate (includes travel). Customer shall attach a valid purchase order to this Contract. Contract is not finalized until returned to AMLE with signature and purchase order.
Travel & Expenses:	The above amount includes all expenses for airfare, ground transportation, parking, hotel, meals, and other out-of-pocket expenses.
Program Details:	**Date & Time:** Full Day, June 6, 2024 **Location:** ISD 709 **AV Needs:** LCD Projector **Topic:** Teaching with Block Schedule, Effective MS Teaming Practices and Supporting Student Academic Success through Advisory Programs **Audience:** Teachers and support staff **Handouts:** Unless otherwise agreed upon, Consultant(s) will provide Customer with electronic version of all handout materials one (1) week prior to the event. The customer is responsible for duplicating and distributing all materials to attendees.
Payment:	Payment in full is due thirty (30) days from the date of invoice. Late payments shall incur interest at the rate of eighteen percent (18%) per annum. Please make checks payable to: Association for Middle Level Education (Federal Id #: 31-0865702) 2550 Corporate Exchange Dr, Ste 324 Columbus, OH 43231

THE PARTIES AGREE THE FOLLOWING "ADDITIONAL CONDITIONS" ON NEXT PAGE:

DocuSign Envelope ID: 0DBC1715-C807-45FB-B596-56C2A1FFCBBA

Association for Middle Level Education
2550 Corporate Exchange Dr., Suite 324
Columbus, Ohio 43231 | amle.org

ADDITIONAL CONDITIONS

1. **Cancellation Policy:** In the event Customer needs to cancel this Contract, written notice shall be immediately provided to AMLE. The parties recognize that damage will be caused upon the cancellation of this Contract and accordingly agree to pay liquidated damages in the following amounts: i) in the event of cancellation more than sixty (60) days prior to the commencement of the program, a cancellation fee shall be paid by Customer of fifteen percent (15%) of the total fees, or a minimum of two hundred and fifty dollars ($250), whichever is higher, plus all travel and expenses paid or incurred by AMLE; or ii) if the cancellation is received within sixty (60) days of the commencement of the program, a cancellation fee in the total amount of the fee plus all travel and expenses paid or incurred by AMLE.

2. **Copyrighted Work:** No materials, handouts, or presentations shall be copied, distributed, or utilized except in conjunction with the program by Customer without the expressed written consent of AMLE and Consultant(s). Consultant(s)'s presentation shall not be audio recorded, video recorded, or broadcast without written consent of AMLE and Consultant(s).

3. **Facility:** Customer is solely responsible for providing the premises and facility for the program. Customer warrants that the facility shall be suitable for the program and the safety of Consultant(s) and participants and agrees to indemnify and hold AMLE harmless therefrom. Customer shall provide all necessary stage accessories and audio visual requirements listed in the Program Details above.

4. **Independent Contractor(s):** It is understood that Consultant(s) is an independent contractor(s) and not an employee(s) of AMLE. As such, both Consultant(s) and AMLE will be responsible for their own actions. Customer agrees to look to and to hold solely Consultant(s) liable for Consultant(s)'s actions or inactions. AMLE does not warrant or guarantee Consultant(s)'s work.

5. **Force Majeure:** In the event that any party or Consultant(s) is prevented from the performance of any obligation under this Contract due to circumstances beyond their control, such as acts of God, weather, illness, unforeseen emergency, cancellation by Consultant, hostilities, terrorist attacks, or civil disturbances, AMLE or Customer shall not be responsible to the other party for failure or delay in performance of its obligations under this Contract. AMLE or Customer shall promptly notify the other party of such force majeure condition. The terms of this paragraph shall not exempt, but merely suspend, any such party from its duty to perform the obligations under this Contract until, as soon as practicable, after a force majeure condition ceases to exist.

6. **Governing Law/Jurisdiction:** This Contract shall be governed by and construed in accordance with the laws of the State of Ohio, and any action regarding this Contract shall be brought in Franklin County, Ohio.

7. **Damages:** Neither party shall be liable for any indirect, incidental, punitive, special, or consequential damages, including loss of profits or revenue incurred by either party or any third party. Whether in an action in contract or tort, even if the other party or any other person has been advised of the possibility of such damages. In no event shall either party's liability exceed the amount due or payable under this Contract.

8. **Promotion:** Consultant(s) and event may not be publicized until this Contract is signed by the parties.

9. **Evaluation:** Customer agrees to cooperate with the evaluation process provided by AMLE to Customer after the completion of the program.

The undersigned represent that they are authorized to sign and enter into this contract.

Customer:
SIGNATURE: Lynne Zmich
TITLE: Exec. Dir. Finance
DATE: 4-12-24

SIGNATURE: _____
TITLE: _____
DATE: _____

Association for Middle Level Education (AMLE)
SIGNATURE: _____
TITLE: CEO
DATE: ~~5/9/2024~~

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ADDENDUM A
Terms of Teleservices Assignment

PID:

This Terms of Teleservices Assignment is subject to the terms and conditions of that certain Client Services Agreement between the parties outlined below.

Assignment Details
Soliant Health, LLC will contract with VocoVision for the provisions of telepractice services to Client. Client will pay Soliant Health, LLC for the hours worked by Telepractitioner under the following terms:

Telepractitioner:	Barbara Brigham		
Client:	Duluth Public Schools ISD 709		
Assignment Start Date:	09/03/2024	**Assignment End Date:**	06/06/2025
Position:	Tele - DHH		
Hours per Week:	40.0		
Bill Rate per Hour	$100.00	*Bill Rate is all-inclusive[a]*	
Technology Fee:	$0.00		
	One VocoVision station per full time position at no cost. Additional stations can be provided with a $1,000 per unit refundable deposit and $200 per unit nonrefundable configuration and shipping charge. Deposit will be refunded to the school district upon return of the station(s) in working condition within fifteen (15) days of the assignment being completed.		
Miscellaneous:	N/A		

a) Sales tax will be added to professional fees if required by state law and client is not a tax-exempt entity.

b) Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any Consultant introduced or referred by VocoVision for a period of (24) months after the last date Client received Services from such Consultant. If Client or its affiliate enters into such a relationship or refers Consultant to a third party for employment, Client agrees to pay an amount equal to first year's total compensation including but not limited to a signing and/or relocation bonus, as agreed upon at the time of hiring. Payment is due and payable to VocoVision upon start date.

c) Client agrees to approve Telepractioner's weekly log of service. Logs will be submitted on a weekly basis by Telepractioner for Client's review and approval. Should Telepractioner fail to submit paperwork or weekly log to show proof of completed work, Client agrees to notify VocoVision in writing within three (3) business days of alleged failure. Client's failure to notify VocoVision in writing within three (3) days period shall negate any Client invoicing dispute.

By: 324162 - Duluth Public Schools ISD 709
Print Name: John Magas
Title: Superintendent
Date: 5/6/24

Soliant®

ADDENDUM B
Teleservices Provisions

Client Responsibilities. Client agrees to the following items to facilitate VocoVision's provision of Services:

(a) Client shall be responsible for providing a secure environment for VocoVision hardware and software ("Equipment") installed and operated at Client's designated location(s).

(b) Client will provide sufficient infrastructure to support the proper operation of the Equipment, including network connectivity equal or superior to DSL access.

(c) Client warrants that its facilities and operations will comply at all times with all federal, state and local safety and health laws, regulations and standards.

(d) Client warrants that it will not use the Equipment for any purpose other than as contemplated hereunder and acknowledges that VocoVision is not responsible for any damages associated with such impermissible use.

(e) Client agrees to provide appropriate local support to facilitate remote Telepractitioner's ability to fulfill the responsibilities outlined in Addendum C: Duties and Responsibilities.

Scheduling. Client agrees to the minimum hours of Services per week as stipulated in Addendum A: Terms of Teleservices Assignment and will schedule the appropriate number of student speech sessions and other related services each week to meet or exceed the minimum hours requirement. Client and telepractitioner will agree upon a weekly schedule for Services which will be loaded into the VocoVision system. Any revisions to the schedule must be submitted to the VocoVision Operations Department no later than 12:00 PM EST Friday for Services the following week. VocoVision requires a 24-hour notice to cancel scheduled Services. One cancellation without notice is permitted per school year. Additional cancellations with less than 24 hours' notice will be billed at the regular rate. Note that VocoVision telepractitioners are encouraged to complete non-therapy work (e.g., paperwork, planning, file reviews, etc.) during any such cancellation time.

Administrative Responsibilities. Client shall be responsible for orienting telepractitioners to Client's policies and procedures regarding the submission of any requisite paperwork which must be tendered for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to, individual education plans or Client-specific program plans. During the contracted assignment, should telepractitioners fail to submit paperwork as required per Client's policies and procedures, Client must notify VocoVision in writing within three (3) business days of alleged failure. Failure to notify VocoVision within the three (3) day period shall negate any Client claim to withhold payment due to paperwork non-compliance by telepractitioners. Within three (3) business days following the conclusion of a contracted assignment, Client shall conduct a final review to determine whether the completion of additional paperwork is needed from the telepractitioners. Failure to notify VocoVision prior to the fourth (4th) day after conclusion of the assignment will negate any Client claim to withhold payment due to paperwork non-compliance by telepractitioner.

By: 324162 - Duluth Public Schools ISD 709

Print Name: John Magas

Title: Superintendent

Date: 5/6/24

Duties and Responsibilities

The duties and responsibilities of a Telepractitioner include, but are not limited to the following:

- Collaborates with the school district to identify students' communication characteristics, support resources, as well as any physical, sensory, cognitive, behavioral and motivational needs to determine the benefit a student may receive through telepractice.
- Collaborates with the school district to determine assessment resources - including their potential benefits and limitations - in the telepractice setting, and to develop a plan to assess students appropriately.
- Monitors effectiveness of services and modifies evaluation and treatment plans as needed.
- Maintains appropriate documentation of delivered services in a format consistent with professional standards and client requirements.
- Complies with state and federal regulations to maintain student privacy and security.
- Facilitates behavior management strategies in students as appropriate.
- Provides information and counseling to families and school personnel as needed

By: 324162 - Duluth Public Schools ISD 709

Print Name: John Magas John Magas

Title: Superintendent

Date: 5/6/24

VocoVision Damaged Equipment Policy

If, during the course of contracted services, VocoVision computer equipment sustains damage or is missing components (keyboard, audio accessories, etc.), it should be reported immediately to the VocoVision Operations Department at 1-866-779-7005. Replacement equipment will be shipped to Client as needed. The costs of repairing or replacing the equipment (including shipping) will be charged to Client, but in no case shall exceed $1,000 per unit.

At the end of the VocoVision contract period, all equipment must be returned in original packaging within 15 days of completion of services. All returned equipment will be inspected for both physical and internal damage. If equipment is found to be damaged, VocoVision reserves the right to withhold from Client deposit the cost of repairing or replacing the damaged equipment. If no Client deposit exists, VocoVision will bill Client for such charges and will provide supporting documentation of all costs.

Packaging

All packaging, boxes and containers used to ship VocoVision equipment are considered property of VocoVision and must not be discarded. Packaging should be stored and kept in good condition during the course of the contract and must be used for return shipping at the conclusion of services. If VocoVision packaging is lost or damaged, Client is solely responsible for obtaining replacement packaging to ensure undamaged return of equipment to VocoVision. In such cases, we strongly recommend the use of a professional packaging and shipping service, such as the UPS Store or a FedEx retail location.

By: 324162 - Duluth Public Schools ISD 709

Print Name: John Magas

Title: Superintendent

Date: 5/6/24

AGREEMENT

THIS AGREEMENT, made and entered into this 26th day of April, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Lakewood Little Lynx Preschool, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of April 26th and shall remain in effect until June 5th, 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 (2 days per week) Tuesday's and Wednesday's following the Duluth Schools District calendar.

The AGENCY shall perform these services at: 5207 N. Tischer Road, Duluth, MN 55804.

The approximate date the service will begin is April 23rd, 2024 and shall not extend beyond June 5th, 2024; the contract not to exceed a total of 14 Days (attending 2 half-days per week. The District will pay 2 half-days per week @ $140.00 per month), with the exception of June where the student will only attend 2 half days where we will pay $28).

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 $140.00 monthly, with the exception of June where the student will only attend 2 half days where we will pay $28.00 and is to not exceed $210 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 Lakewood Little Lynx Preschool at 5207 N. Tischer Road, Duluth, MN 55804.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature | SSN/Tax ID Number | Date

Jason Crane — 4/30/24

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

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair — 5/2/24 Date

CONTRACT ADDENDUM

THIS CONTRACT ADDENDUM dated this 3rd of April, 2024

BETWEEN:

Independent School District No. 709
OF THE FIRST PART
- AND –

Hope for Kids Childcare Center
OF THE SECOND PART

Background:

A. Independent School District No. 709 and Hope for Kids Childcare Center (the "Parties") entered into the contract (the "Contract") dated December 6, 2023, for the purpose of Preschool planning as required by a student IEP.
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. Reimbursement. Original reimbursement was not to exceed $157.50 per week at 3 days per week and $3780 in total. This amendment would increase reimbursement not to exceed $162 per week and $2052 in total as of March 1st through July 5th.

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

Program Director Jason Cone 4/5/24
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	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

Emma Zmuda 4/9/24
CFO/Superintendent of Schools/Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day of April, 2024, 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 February 12th, 2024 and shall remain in effect until June 5th, 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 February 12th, 2024 for a total of 3 days @ $52.50 per day, and shall not exceed 3 days at this rate. As of March 1st, 2024 the rate will increase to $54 per day and shall not extend beyond June 5th, 2024; the contract is not to exceed a total of 38 Days at the new rate (The District will pay 3 days per week @ $54 per day, not to exceed $162 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 $54 per day, starting March 1st, 2024 and $2,209.50 in total. This amount includes the $52.50 per day, for 3 days, in the month of February, 2024.

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.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature	SSN/Tax ID Number	Date
Program Director		4/5/24 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

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair — 4/9/24 Date

AGREEMENT

THIS AGREEMENT, made and entered into this 8th day of April, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Lakewood Little Lynx Preschool, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of April 5th, 2024 and shall remain in effect until June 5th, 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 (5 days per week) Tuesday, Wednesday, and Thursday, following the Duluth Schools District calendar.

The AGENCY shall perform these services at: 5207 N. Tischer Road, Duluth, MN 55804.

The approximate date the service will begin is April 5th, 2024 and shall not extend beyond June 5th, 2024; the contract not to exceed a total of 38 Days (attending 5 days per week. The District will pay 5 days per week @ $700.00 per month, with the exception of June where the student will only attend 3 days where we will pay $105.00).

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 $700.00 monthly, with the exception of June where the student will only attend 3 days where we will pay $105.00 and $1,505.00 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 Early Learning at 4628 Pitt St, Duluth, MN 55804.

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

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

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

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		4/10/24
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

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair	Date
Brianne Zmich	4/11/24

AGREEMENT

THIS AGREEMENT, made and entered into this 17th day of April, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Lakeside Presbyterian 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 March 11th, 2024 and shall remain in effect until June 5th, 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 (2 full days and 1 half day per week) Tuesday and Wednesday full days, and Thursday for a half day, following the Duluth School District calendar.

The AGENCY shall perform these services at: 4430 McCulloch St, Duluth, MN 55804.

The approximate date the service will begin is March 11th, 2024 and shall not extend beyond June 5th, 2024; the contract not to exceed a total of 34 Days (attending 2 full days and 1 half day per week. The District will pay 2 full days and 1 half day per week @ $360.00 per month, with the exception of June where the student will only attend 2 full days and 1 half day where we will pay $90).

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 monthly, with the exception of June where the student will only attend 2 full days and 1 half day where we will pay $90.00 and is to not exceed $1170 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 Early Learning at 4628 Pitt St, Duluth, MN 55804.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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 Cian		4-23-24
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

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair	Date
Irvine Zunich	4/25/24

rSchoolToday
550 North Reo Street, Suite 300
Tampa, FL 33609
952-960-4999

This Agreement is made and entered into as of the 3rd day of April 2024, by and between rSchoolToday ("RST"), a Florida Corporation and Duluth Denfeld High School (hereafter "DDHS").

The parties hereby agree as follows:

1. Obligations of the Parties

RST and DDHS will provide the services in the time frames and under the Rules of Engagement outlined in Attachment A.

2. Commencement of Contract

The Services shall begin on July 1, 2024.

3. Terms of Contract

As delineated in Attachment A.

4. Limitation of Liability

In no event shall either party be liable to the other party for any special, consequential, or indirect damages in connection with this agreement. Any damages shall be limited to the total fees paid within the most recent calendar year.

5. Notices

Any notices permitted or required hereunder shall be deemed given when deposited in the United States mail with postage prepaid and addressed as follows:

If to RST:
rSchoolToday
550 North Reo Street, Suite 300
Tampa, FL 33609

If to DDHS Billing Address:

Accounts Payable
709 Portia Johnson Drive
Duluth MN, 55811

rSchoolToday
550 North Reo Street, Suite 300
Tampa, FL 33609
952-960-4999

rSchoolToday

6. Governing Law

This agreement shall be governed by and shall be construed in accordance with the laws of the State of Florida, without regard to its conflicts of law provisions. If any provisions of this agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

7. General Provisions

a) This agreement contains the full understanding of the parties with respect to the subject matter hereof, and no waiver, alteration or modification of any of the provisions hereof shall be binding unless in writing and signed by officers of both parties.

b) Neither party to this agreement may assign its rights or obligations under this agreement without the express prior written consent of the other party, such consent not to be unreasonably withheld or delayed, except that the obligations of RST under this agreement may be provided or fulfilled by any parent, subsidiary, affiliate, successor corporation or subcontractor of RST so long as RST or its successor or its affiliate assumes full responsibility for such obligations.

c) Each party represents that the individual executing this agreement on its behalf has the requisite power and authority to do so and that this agreement constitutes the valid and binding obligation of its corporation.

d) In the event that either party brings an action against the other party to enforce the terms and conditions of this agreement, the prevailing party shall be entitled to recover its reasonable costs and expenses, including reasonable attorney's fees, incurred in connection therewith.

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Tampa, FL 33609
952-960-4999

8. Force Majeure

Neither party shall be liable for failure to fulfill its obligations under this agreement if such failure is due to any cause or condition beyond such party's reasonable control, such as: natural disaster, acts of God, strikes, fire, floods, war, riot, electrical power failure, computer viruses, hardware failure, bandwidth supplier failures, decrees of governmental bodies or communications failure.

IN WITNESS WHEREOF, the parties have executed and delivered this agreement, on the day first above written.

rSchoolToday (RST)

By: _____
Name: Ray Dretske
Title: President and Co-Founder

Duluth Denfeld High School (DDHS):

By: Simone Zunich

Name: Simone Zunich

Title: Executive Dir. of Finance & Business Services

PO Number: TBD

Email: simone.zunich@isd709.org

Phone Number: 218-336-8704 x1079

Billing Address: 709 Portia Johnson Drive
Duluth MN 55811

(Prepared by: Ruben Monroy)

rSchoolToday
550 North Reo Street, Suite 300
Tampa, FL 33609
952-960-4999

Attachment A
Services, Terms and Grants

1.0) Services

RST will provide the following services to DDHS for use in facilitating more efficient operations:

rSchoolToday Activity Registration with SFTP Integration

2.0) Costs

2.1) Activity Registration

700-2,000 Students	
Set Up Fee	$300
Annual Fee	$950
Training 3 hrs x $80hr	$240
Sponsorship Grant	-$300
SFTP Integration (Includes Free Reduced Lunch)	
Setup Fee	$451
Annual Fee	$180
Total Year 1 Cost:	**$1,821**

(Subsequent Years: $830 annually based on current pricing and sponsorship)

2.2) Credit Card Merchant Account

rSchoolToday offers Merchant Account service and has negotiated a nationwide discount through Pineapple. If you are taking credit card payments now, please allow us to do a comparison for you of how much you might save switching to rSchoolToday and Pineapple. There is no cost or obligation to receive the analysis.

Important Notes:

- No "per transaction" costs from rSchoolToday
- No costs for cash and check transactions
- Your money is deposited into your bank account within 24-48 hours

Credit Card Fees:
PINEAPPLE with Secure Vault Service
$2.99% plus $.30 per transaction
$99 PCI annual compliance fee
$0 Initial Set-up
$0 Monthly Fee
$0 Vault Fees

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952-960-4999

rSchoolToday

Customer Support & Technical Support

Unlimited customer support and technical support is always FREE to our schools and Associations. Unlimited free support is granted in exchange for your administrators having received training on their rSchoolToday programs.

Training

Training costs are not included in the total above because we can't know how much training you will want.
We offer instructor led on-site training or personal interactive Web Conference training to any number of participants. We can "Train the trainer" or train your whole staff if you like.

Training days or sessions can be split up across administrative groups or across various rSchoolToday applications as needed.
We will work with you to develop a training plan that suits your needs. There is no limit to the amount of training that you can have and ongoing training over time is money well spent in achieving the highest level of time and cost savings with the rSchoolToday product platform.

Training Costs:
-On Site Training - Half day (3-4 hours): $500 + travel
-On Site Training - Full Day (6-8 hours): $900 + travel
-Web Conference Training: $80 per hour

Senior Trainers are highly experienced trainers across many different rSchoolToday Products. They are highly recommended in cases where you are implementing multiple rSchoolToday programs at once.

Senior Trainer Costs
-On Site Training - Half day (3-4 hours): $600 + travel
-On Site Training - Full Day (6-8 hours): $1080 + travel
-Web Conference Training: $95 per hour

Travel expenses for on-site training will be billed separately and includes hotel, mileage, food, airfare (if applicable). It will also include $35/hr for travel time when the round trip exceeds 1 hour.

3.0) Cost and Grant Summary

Total Amount:	**$2,121**
Grant Amount:	**-$300**
Net Year 1 Cost to DDHS:	**$1,821**

(Subsequent Years: $830 annually based on current pricing and sponsorship)

rSchoolToday
550 North Reo Street, Suite 300
Tampa, FL 33609
952-960-4999

4.0) Included with the Service

rSchoolToday™ is a hosted service that DDHS purchases from RST. It includes the following:

- The chosen rSchoolToday Services
- All Web Hosting and Maintenance
- Nightly Data Back-ups
- All Bug Fixes
- All Product Upgrades and New Features Included
- Unlimited Technical Support
- Unlimited Bandwidth*
- Unlimited Disk Space*

* Based on "usual and customary" usage.

5.0) Ownership and Copyright

RST owns all rights to the rSchoolToday services and DDHS pays for the rSchoolToday service for its scheduling, publishing, registration, and marketing/promotional purposes. DDHS owns all text content relating to the classes, locations, activities, staff, students, parents, and organizations of the School District. DDHS agrees to allow rSchoolToday to provide Public view information (text, photos, audio, videos) to other entities, and rSchoolToday agrees to share evenly in the profits generated from so doing with DDHS.

rSchoolToday maintains a data privacy policy that addresses and fulfills state laws and requirements relative to the privacy of student data. That Policy is located as a footer link on all rSchoolToday applications that store student data. It may be updated as state laws change.

6.0) Term of Agreement

The term of this agreement shall be 36 months beginning on the commencement date. Invoices will be sent annually on the anniversary of the commencement date for the term of this agreement. After the initial term, the agreement will automatically renew annually unless written notice is given to RST 60 days before the end of the term. Pricing is not guaranteed to remain the same beyond the term of this agreement.

rSchoolToday
550 North Reo Street, Suite 300
Tampa, FL 33609
952-960-4999

7.0) Payment

Payment is due within 30 days of receipt of an invoice. Other payment terms can be discussed if needed. Checks are made payable to:

rSchoolToday (RST)
550 North Reo Street, Suite 300
Tampa, FL 33609
Business Office Phone: 952-960-4999
Business Office Fax: 763-592-8039
Business Office Email: finance@dwebsite.net

NOTE: AS SOON AS RSCHOOLTODAY RECEIVES THE SIGNED CONTRACT, YOU WILL RECEIVE THE SET-UP FORM TO FILL OUT. RSCHOOLTODAY NEEDS BOTH THE SIGNED CONTRACT AND THE SET-UP DATA TO PROCEED WITH SETTING UP YOUR APPLICATION. PLEASE CONTACT contracts@rschooltoday.com IF YOU HAVE ANY QUESTIONS ABOUT YOUR SET-UP OR TO EMAIL YOUR SIGNED CONTRACT TO US.

Ruben Monroy

rSchoolToday
550 North Reo Street, Suite 300
Tampa, FL 33609
952-960-4999

This Agreement is made and entered into as of the 2nd day of April 2024, by and between rSchoolToday ("RST"), a Florida Corporation and Duluth East High School (hereafter "DEHS").

The parties hereby agree as follows:

1. Obligations of the Parties

RST and DEHS will provide the services in the time frames and under the Rules of Engagement outlined in Attachment A.

2. Commencement of Contract

The Services shall begin on July 1, 2024.

3. Terms of Contract

As delineated in Attachment A.

4. Limitation of Liability

In no event shall either party be liable to the other party for any special, consequential, or indirect damages in connection with this agreement. Any damages shall be limited to the total fees paid within the most recent calendar year.

5. Notices

Any notices permitted or required hereunder shall be deemed given when deposited in the United States mail with postage prepaid and addressed as follows:

If to RST:
rSchoolToday
550 North Reo Street, Suite 300
Tampa, FL 33609

If to DEHS Billing Address:
Accounts Payable
709 Portia Johnson Drive
Duluth, MN 55811

rSchoolToday
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rSchoolToday

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7. General Provisions

a) This agreement contains the full understanding of the parties with respect to the subject matter hereof, and no waiver, alteration or modification of any of the provisions hereof shall be binding unless in writing and signed by officers of both parties.

b) Neither party to this agreement may assign its rights or obligations under this agreement without the express prior written consent of the other party, such consent not to be unreasonably withheld or delayed, except that the obligations of RST under this agreement may be provided or fulfilled by any parent, subsidiary, affiliate, successor corporation or subcontractor of RST so long as RST or its successor or its affiliate assumes full responsibility for such obligations.

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IN WITNESS WHEREOF, the parties have executed and delivered this agreement, on the day first above written.

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By: _____
Name: Ray Dretske
Title: President and Co-Founder

Duluth East High School (DEHS):

By: Simone Zunich

Name: Simone Zunich

Title: Executive Director of Finance & Business Services

PO Number: TBD

Email: simone.zunich@isd709.org

Phone Number: 218-336-8704 x1079

Billing Address: Accounts Payable
709 Portia Johnson Drive
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(Prepared by: Ruben Monroy)

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Ruben Monroy

No Cost Contracts Signed
April 2024

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**
Serve Minnesota	TLE	Collaborative Data Transfer and Use Agreement – Evaluation of Math Corps (K-3)
Fond du Lac Human Services Division	TLE	MOU encouraging cooperation between FDLHS and Duluth Public Schools, and to increase the capacity of mental health services at school sites
Advanced Bionics, LLC	Special Services	Equipment service agreement

Collaborative Data Transfer and Use Agreement ("Agreement")	
Project Title:	Evaluation of Math Corps (K-3)
Agreement Term	Start Date: 9/1/2023
	End Date: 8/1/2024

Terms and Conditions
This Agreement is binding upon the following Parties who have executed the Signature Pages:
ServeMinnesota and Duluth Public Schools ("DPS")

1) ServeMinnesota shall not use the Data except as authorized under this Agreement. The Data will be used solely to conduct the Project and solely by ServeMinnesota's research team whose obligations of use are consistent withthe terms of this Agreement (collectively, "Authorized Persons").

2) Except as authorized under this Agreement or otherwise required by law, ServeMinnesota agrees to retain control over the Data and shall not disclose, release, sell, rent, lease, loan, or otherwise grant access to the Data to any third party, except Authorized Persons, without the prior written consent of DPS. ServeMinnesota agrees to establish appropriate administrative, technical, and physical safeguards to prevent unauthorized use of or access to the Data and comply with any other special requirements relating to safeguarding of the Data as may be set forth by DPS.

3) The Parties agree to use the Data in compliance with all applicable laws, rules, and regulations, as well as all professional standards applicable to such research.

4) ServeMinnesota shall follow all Special Instructions provided by DPS.

5) This Agreement shall be effective upon the Start Date set forth above. Unless terminated earlier in accordance with this section or extended via a modification in accordance with Section 13, this Agreement shall expire as of the End Date set forth above. All provisions which by their nature are intended to survive termination or expiration of this Agreement shall survive.
   a. Any Party may terminate their involvement in this Agreement with thirty (30) days writtennotice to the other Parties' Authorized Official(s) as set forth in the Signature Pages.
   b. Any Party may terminate this Agreement at any time if such Party has reasonably determined that another Party has materially breached its obligations to appropriately use and secure the Data in accordance with this Agreement.

6) EXCEPT AS PROVIDED BELOW OR PROHIBITED BY LAW, ANY DATA DELIVERED PURSUANT TO THIS AGREEMENT IS UNDERSTOOD TO BE PROVIDED "AS IS." PROVIDING PARTY MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE DATA WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. Notwithstanding, Providing Party, to the best of its knowledge and belief, has the right and authority to provide the Data to Receiving Party for use in the Project.

7) ServeMinnesota shall be liable for damages, losses, claims, and demands which may arise from its use, storage, disclosure, or disposal of the Data except to the extent (a) prohibited by law and/or (b) caused by the negligence, willful misconduct, or violation of applicable privacy or securitylaws and regulations by DPS. No indemnification for any damage, loss, claim, demand, or liability is intended or provided by any Party under this Agreement.

8) No Party shall use the other Parties' names, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of the Party whose name is to be used. The Parties agree that each Party may disclose factual information regarding the existence and purpose of the relationship that is the subject of this Agreement for other purposes without written permission from the other Parties provided that any such statement shall accurately and appropriately describe the relationship of the Parties and shall not in any manner imply endorsement by the Party whose name is being used.

9) Unless otherwise specified, this Agreement and the below listed Attachments embody the entire understanding between the Parties regarding the transfer of the Data for the Project:
   I. Attachment 1: Project Description and Data Transfer Procedure

   In the event of any conflict between the obligations set forth in the applicable Attachment 1 and this Agreement, the obligations set forth in the applicable Attachment 1 shall prevail.

10) No modification or waiver of this Agreement shall be valid unless in writing and executed by duly authorized representatives of all Parties.

11) In its performance of the Project, each Party shall be an independent entity and not an employee or agent of the other Parties.

12) This Agreement constitutes the entire understanding between the Parties concerning the use of and/or access to the Data transferred hereunder and supersedes any prior understanding or written or oral agreement. The illegality or invalidity of any provision of this Agreement shall not impair, affect, or invalidate the other provisions of this Agreement.

The undersigned Officials expressly represent and affirm that the contents of any statements made herein are truthful and accurate and that the undersigned is dulyauthorized to sign this Agreement on behalf of this organization.

ServeMinnesota Name: Signature: Date:	**Duluth Public Schools** Name: Anthony Bonds Signature: Anthony Bonds Date: 3/28/24

Attachment 1
Project Description and Data for the Project

Project Description

Duluth Public Schools (DPS) and ServeMinnesota have entered into a partnership to evaluate an AmeriCorps tutoring program called Math Corps. Both partners desire to evaluate the program's impact on student math outcomes. This partnership is one of many school-based partnerships across the state of Minnesota. The administrative data for the current project will be used to produce an estimate of program effects across schools. The project will adopt a quasi-experimental design that necessitates obtaining FastBridge math scores for students who receive tutoring and those who do not receive tutoring in grades kindergarten through third grade. The Math Corps program will be implemented as usual during the academic year. At the conclusion of the year, DPS will partner with ServeMinnesota to de-identify and share relevant student scores (described below).

Data for the Project

In addition to student grade, race, and gender, the following administrative math data are of interest for this project. This data sharing agreement does not involve the collection of new data.

Grade	Measure(s)	When Collected (F/W/S)
Kindergarten	earlyMath composite score	F, W, S
1st Grade	earlyMath composite score aMath composite score (if applicable)	F, W, S F, W, S
2nd Grade	aMath composite score	F, W, S
3rd Grade	aMath composite score	F, W, S

Data Transfer Procedure:
May 2024: ServeMinnesota will share a link to a password protected (password sent separately) folder containing a list of Math Corps students in the district, along with their Math Corps ID number.

May 2024: DPS will transpose the Math Corps IDs to a data file containing student name, grade, gender, race, and seasonal FastBridge math scores.

May 2024: DPS will provide ServeMinnesota a de-identified dataset consisting of the data elements outlined above, with the exception of student names, which will be removed. Transfer will occur in accordance with DPS requirements.

- *July 2024:* ServeMinnesota will produce and share an evaluation report composed of visual and narrative summaries of key outcomes across and within grades. ServeMinnesota will share this report directly with DPS. Upon request, ServeMinnesota will produce a brief report solely focused on schools in the district. Strong leadership and people management skills, with experience in supervising and mentoring staff members.

MEMORANDUM OF UNDERSTANDING

Between the Fond du Lac Human Services Division, Behavioral Health Department, and the Duluth Public School District, ISD #709

I. BACKGROUND AND INTENT

This Memorandum of Understanding is between Fond du Lac Human Services Division Behavioral Health Department (FDL) a division of the Fond du Lac Band of Lake Superior Chippewa, and the Duluth Public Schools, Independent School District #709 (ISD 709).

WHEREAS, the sole purpose of this Memorandum of Understanding is to encourage cooperation between Fond du Lac Human Services and Duluth Public Schools, and to further detail the separate and distinct roles and responsibilities of each party;

WHEREAS, Duluth Public Schools desires to increase the capacity of their mental health services onsite at its schools;

WHEREAS, Duluth Public Schools recognizes that the tribally owned and operated Fond du Lac Human Services has a full services Behavioral Health Department designed to serve American Indian children and their families;

WHEREAS, Fond du Lac Human Services desires to locate School Linked Mental Health Therapists, in Duluth Public Schools to provide therapeutic services for students including mental health services such as, diagnostic assessments, mental health treatment plans, and individual therapeutic sessions;

THEREFORE, Fond du Lac Human Services and Duluth Public Schools agree that it is in the best interest of American Indian Children and their families attending school in Duluth Public School District to enter into an understanding;

This Memorandum of Understanding is to enable and structure the collaboration between Fond du Lac Human Services Division and Duluth Public School District ISD #709 in its implementation of creating educational successes for American Indian Children by providing quality, culturally appropriate therapeutic services to students with unmet social, emotional, behavioral/mental health needs.

II. ROLES AND RESPONSIBILITIES

Roles of Fond du Lac and ISD #709

It is understood that Fond du Lac and Duluth Public School District staff must work together as a team to effectively meet the needs of ISD #709 students, and both parties are to communicate any cause or concern, pertaining to any and all items that affect the overall success of the Memorandum of Understanding, in a timely manner. However, the parties to this Memorandum of Understanding understand their separate and distinct responsibilities.

Role of Fond du Lac

1. Fond du Lac licensed Mental Health Professionals/School-Linked Mental Health Therapists will provide onsite therapeutic services to students at a regularly scheduled time and place for each of several sites as agreed upon by the Fond du Lac Behavioral Health Coordinator, Fond du Lac Mental Health Supervisor, ISD #709 Mental Health Partnership Coordinator, Assistant Superintendent, Indian Education Director and ISD 709 Principals. CTSS or Case Management services may also be piloted and explored at agreed upon school location/s as determined by the district Mental Health Partnership Coordinator, School Principal and Fond du Lac/s Mental Health Supervisor.

2. American Indian students referred by school personnel or parents will be seen individually by the licensed School-Linked Mental Health Therapist at the child's school in a private setting for interviews, diagnostic assessments, treatment plans, and individual therapeutic sessions according to established FDL Human Services Division policies and procedures.

3. School personnel including school social workers, teachers, counselors and administrative staff may schedule consultations with the licensed professional and occasional specific In-Service presentations may be scheduled jointly or as needed and time permits. Services will be provided according to the school schedule.

4. Students served by Fond du Lac Behavioral Health in the Duluth Public Schools are clients of Fond du Lac Human Services and are subject to the same rights and responsibilities as clients served onsite at any Fond du Lac Human Services facility.

5. Meet with Duluth Public Schools Administrative staff to plan a system of service delivery taking into consideration both the needs of Fond du Lac and ISD #709.

6. Locate therapists at Duluth Public Schools in order to provide mental health services in a private setting identified by school administrators.

7. Employ and be responsible for its employees placed at Duluth Schools.

8. Maintain appropriate professional liability insurance.

9. Share student/client information with school staff and with the consent of the student/responsible parent when a release of information is signed and information is needed.

10. Obtain parental permission to provide services.

11. Maintain and own case management records of students served.

12. Obtain insurance and other information necessary to appropriately bill parents and/or 3rd party payers for services delivered. Duluth Public School District will not be responsible for the cost of services delivered by Fond du Lac.

13. Meet periodically with School Administration and other designated staff to review the working relationship in order to address any concerns/conflicts, and to promote an active partnership.

14. Ensure that meetings with therapists do not conflict with necessary school scheduling such as specialists and academic scheduling without administrative permission.

15. Ensure that therapy services do not interfere with students receiving federally mandated IEP services from Special Education staff.

Role of ISD 709

1. Meet with Fond du Lac administrative staff to plan a system of mental health service delivery.

2. Inform Principals and school staff of services available and work with Fond du Lac staff to develop a system to identify and refer students that may be in need of mental health services. Meet periodically with Fond du Lac administration or designated staff to review the working relationship in order to address any concerns and promote an active partnership.

3. To provide Fond du Lac with a private meeting space for mental health professionals with access to a telephone and internet connection.

4. Upon parental permission and Fond du Lac's request, Fond du Lac will be provided student schedules in order to meet with students for therapy services.

5. Obtain parental permission before referring students to Fond du Lac for therapy services.

III. GENERAL TERMS

Terms. This Memorandum of Understanding will begin effective the date of 9-9-23 and will continue on an ongoing annual basis unless either party provides written notice per the Termination clause below.

Termination. Either party may terminate this Agreement by giving the other party three (3) months prior written notice.

Confidentiality. Fond du Lac and ISD #709 agree that by virtue of entering into this Agreement they will have access to certain confidential information regarding the other party's operations related to this project.

Fond du Lac and ISD #709 agree that they will not at any time disclose confidential information and/or material without consent of that party unless such disclosure is authorized by this Agreement or required by law. Unauthorized disclosure of confidential information shall be considered a material breach of this agreement. Where appropriate, client releases will be secured before confidential client information is exchanged. Confidential client information will be handled with the utmost discretion and judgment. Both parties agree to perform within state and federal laws regarding confidentiality.

See pages of the 2018 Behavioral Health Policy and Procedure (attached).

Referrals. Parents/Guardians may be referred to the School-Linked Mental Health Therapists by members of the school staff or self-referred by the student or his/her parent according to established Fond du Lac Human Services Division's policies using a written referral form. It is the responsibility of the Parent/Guardian to contact Fond du Lac's SLMH Administrative Specialist to initiate services. The Fond du Lac staff will then contact the school staff working with that student to coordinate services.

Every effort will be made by ISD #709 to refer American Indian students to Fond du Lac Mental Health Professionals for culturally appropriate therapeutic services.

Data Collection. Duluth Public School District, upon receiving a signed data sharing agreement from the parent/guardian (form must specifically list each type of data to be shared), will be responsible for submitting grades, attendance records and behavioral violations to Fond du Lac Behavioral Health when requested.

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 the Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, current, and on file.

Contractor also stipulates that any employees with a gross misdemeanor or felony will not work independently with District students.

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.

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.

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: Anthony Bonds/Assistant Superintendent, 709 Portia Johnson Road, 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) Fond du Lac Human Services, Attn: Behavioral Health Coordinator and Health Services Associate Director, 927 Trettel Lane, Cloquet, MN 55720.

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.

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

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

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.

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.

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.

Mutual Consent to Collaboration. Fond du Lac and Duluth Public School District agree to work cooperatively to establish times and locations for therapy services, determine a schedule, make and review referrals and consistently communicate with one another in order to take additional steps needed to implement this Memorandum of Understanding and accomplish the goals of School Linked Mental Health services.

Christine R Davis **Date:** 4-26-2024

Fond du Lac Human Services

Simone Zunich **Date:** 4-30-24

Simone Zunich, Executive Director of Business Services, ISD #709

ADVANCED BIONICS, LLC

DocuSigned by:
Tiffany Hale
983E194CBE9A423
(Signature)

Tiffany Hale
(Type or Print Name)

Manager, Sales Operations
(Type or Print Title)

4/30/2024
(Date)

ADVANCED BIONICS, LLC

DocuSigned by:
Jennifer Maceda
DED8D825F79F541B...
(Signature)

Jennifer Maceda
(Type or Print Name)

Director, West Area Sales
(Type or Print Title)

5/7/2024
(Date)

LICENSEE

Jason Crane
(Signature)

JASON CRANE
(Type or Print Name)

Director of Special Services
(Type or Print Title)

4/30/24
(Date)

INDEPENDENT SCHOOL DISTRICT 709 (DULUTH PUBLIC SCHOOLS)

14. Export. Licensee shall not export Equipment, directly or indirectly, in violation of any applicable law. Licensee may not assign or transfer its rights or obligations (in whole or in part) under this Agreement to any third party without AB's prior written consent, and any such attempted assignment or transfer in violation of the foregoing will be void.

15. Survival. If any provision of this Agreement is held by a court to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions of this Agreement will continue in full force and effect. The respective rights and obligations of Licensee and AB, which by their nature would continue, shall survive the termination or expiration of this Agreement.

16. Entire Agreement. This Agreement and all Orders or amendments issued under this Agreement identifying any additional Equipment to be provided to Licensee constitute the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements or communication, whether written or oral. This Agreement shall supersede the terms and provisions of any Licensee-issued Orders or other ordering document submitted to AB by Licensee.

17. Electronic Signatures; Counterparts.
This Agreement may be signed and delivered (including electronically through the DocuSign® system, or alternatively, by facsimile transmission to AB at 661-362-1924 or via email to AB at contracts@advancedbionics.com) in one or more counterparts, and by the different parties in separate counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same documents.

18. Lapse Of Time.
This offer shall terminate if not accepted within ninety (90) days from 4/19/2024.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date listed below.

INFRINGEMENT. LICENSEE ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES IN ACCEPTING THE TERMS OF THIS AGREEMENT

7. No Liability.
As to the Equipment, AB has no liability under this Agreement for any claim related to (a) use not in strict accordance with this Agreement; (b) use in combination with equipment or software not supplied by AB; or (c) modification by any person other than AB or its authorized agents.

8. LIMITATION OF LIABILITY.
TO THE EXTENT PERMITTED BY APPLICABLE LAW, (1) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, ARISING FROM OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY EVEN IF AB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (2) NEITHER PARTY'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT AND/OR THE EQUIPMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL EXCEED U.S. $5,000 DURING ANY ROLLING 12-MONTHS. The restriction in this paragraph shall not apply to the extent prohibited by or in conflict with applicable law.

9. Confidentiality.
The parties shall comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health (HITECH) Act of 2009 and any applicable federal and state laws regarding privacy of patient information, and all implementing regulations, as applicable to the relationship between the parties.

10. Audits and Inspections. AB shall have the right, upon reasonable prior written notice to Licensee, to review Licensee's relevant records, inspect Licensee's facilities and inspect Equipment solely to ensure compliance with this Agreement.

11. Insurance.
Licensee shall be responsible for insuring the Equipment. AB has no responsibility to insure the Equipment.

12. Notices. All notices, consents, and approvals under this Agreement must be delivered in writing by electronic mail, courier, electronic facsimile, or certified or registered mail, (postage prepaid) to the other party at the address for each party set forth in the most recent Order, and will be effective upon receipt, or upon rejection of delivery. Either party may change its address by giving notice of the new address to the other party, which shall be effective five business days after receipt.

13. Reporting. Pursuant to the reporting requirements of applicable manufacturers under the Patient Protection & Affordable Care Act, amending the Social Security Act at Section 1128G ("Open Payments"), the Licensee, if a teaching hospital as defined under 42 C.F.R. §403.902, agrees that the fair market value of the Equipment may be reported to the Department of Health and Human Services, Centers for Medicare & Medicaid Services ("CMS").

replacement costs for any loss or theft of Equipment, and for any damage to Equipment determined by AB not to be the result of normal wear and tear. Damage assessment will be performed by AB. Licensee is responsible for the protection of all data on the computer. Licensee shall ensure it is protected compliant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all amendments and subsequent enhancements to the law. Prior to return of the Equipment to AB, Licensee will remove all patient data in a manner in which it cannot be restored on the Equipment. Licensee assumes all risk of loss and damages to the Equipment while under Licensee's control (ordinary wear and tear excepted).
(c) Limitations on Use. Except for other software provided by AB, no other software may be loaded onto the Equipment by Licensee. AB reserves the right to refuse to provide additional Equipment, in whole or in part, should AB reasonably believe that Licensee is misusing the Equipment, abusing the rights to receive the Equipment, or is requesting excessive quantities of the Equipment, based upon Licensee's business needs. Licensee is not authorized to sell, lease, sub-lease or otherwise request any form of consideration or payment in exchange for the provision of the use of the Equipment. AB's provision to Licensee of Equipment hereunder does not constitute a sale or lease to Licensee. Title to the Equipment is and shall remain the exclusively in AB's name.

3. Term and Termination.
Unless earlier terminated as set forth herein, this Agreement commences on the date of first Order and continues until terminated as set forth herein. This Agreement may be terminated (a) by a party if the other party materially breaches any provision of this Agreement and does not cure such breach (provided that such breach is capable of cure) within ten days after being provided with written notice thereof; (b) immediately upon notice from AB if Licensee, in any manner, breaches Sections 2 or 9; or (c) ten days after a party provides the other party with written notice of termination, without cause. Immediately upon the expiration of termination of this Agreement for any reason, (i) Licensee's rights granted herein will immediately cease to exist; (ii) Licensee shall immediately cease all use of the Equipment and Software; and (iii) Licensee shall return all Equipment to AB and grant AB access to Licensee's premises to secure the return of the Equipment, if needed. Any amounts owed to AB under this Agreement prior to its termination or expiration shall become due and payable immediately upon such termination or expiration.

4. Maintenance.
AB may, but is not required to, as to the Equipment, (a) provide maintenance and support services; (b) replace damaged items, or (c) authorize Licensee to allow a third party to provide needed maintenance and support services. The Licensee will report all problems with Equipment or Software to AB's Audiologist-On-Call (AOC) at (877) 271-6727.

5. Taxes.
Licensee is responsible for payment of any taxes or regulatory fees that may be imposed by the transactions contemplated by this Agreement (other than taxes based on AB's income) and any penalties or charges that accrue with respect to the non-payment of any such amounts.

6. Disclaimer of Warranties.
THE EQUIPMENT IS PROVIDED TO LICENSEE "AS IS" AND WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-

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Advanced Bionics Evaluation, Demonstration and Support Equipment and Software License Agreement

This Evaluation, Demonstration and Support Equipment and Software License Agreement ("Agreement") is made and entered into as of the Effective Date, by and between ADVANCED BIONICS, LLC, a Delaware limited liability company, with offices at 28515 Westinghouse Place, Valencia, California, 91355 and Independent School District 709 (Duluth Public Schools), located at 709 Portia Johnson Drive, Duluth, MN 55811 ("Licensee").

Licensee operates an implantable hearing device support program that supports patients with Advanced Bionics (AB) cochlear implants, including those products manufactured and/or distributed by AB ("AB Products"). AB hereby agrees to loan to Licensee the multi-use equipment and software defined in the terms and conditions below solely in connection with Licensee's use to evaluate AB Product recipients and/or to assess the appropriate use and functionality (programming, demonstration, troubleshooting, testing, and/or audiological training on AB Products) associated with (a) Licensee's purchase of AB Products and Licensee's implantable hearing device support program, and/or (b) Licensee's audiological educational programs ("Authorized Uses").

Terms and Conditions

1. Defined Terms.

(a) "Equipment" means any product, equipment and/or hardware provided to Licensee by AB hereunder, along with applicable Software installed or embedded in the Equipment, and the Processors.

(b) "Software" means all software installed or embedded on the Equipment, including, without limitation, all updates, upgrades, bug fixes and modifications which AB may provide under this Agreement, as to proprietary software, or which any third party makes commercially available as to that third party's software.

(c) "Effective Date" means date of first Order or date of signature below.

(d) "Order" means each request for Equipment or Software accepted by AB and shipped to the location identified on the invoice provided to Licensee, which lists all items sent with that order. Any Equipment and/or Software currently in Licensee's possession under previous agreements with AB for the uses hereunder is/are incorporated herein.

2. License and Use of Equipment and Software.

(a) Equipment and Software. AB grants to Licensee a limited, revocable, non-transferable, non-exclusive license (without the right to sublicense) to use the Equipment listed in an Order, solely (i) for internal use by employees and agents of Licensee as set forth herein, (ii) for the Authorized Uses, defined above, and (iii) at or from the location for Licensee set forth on the Order, or at other Licensee locations. Additionally, AB hereby grants to Licensee a limited, revocable, non-transferable, non-exclusive sublicense to use the Software, which may not be copied by Licensee. (AB may be provided AB software via USB or other means which is subject to the software license terms of that software and not subject to the limitations on the embedded / installed Software referenced in this Agreement.) Licensee shall return all Equipment and the associated Software, licensed and/or loaned under this Agreement to AB upon termination of this Agreement, or termination of the use of the Equipment.

(b) Loss or Damage. Licensee shall promptly notify AB in writing of any loss, theft, or damage of any type to Equipment. AB may charge and Licensee shall pay for

Revenue Contracts Signed
April 2024

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
Minnesota Department of Education	$80,351.67	TLE	Joint Powers Agreement for Project AWARE

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AMENDMENT COVER SHEET

(Minn. Stat. §§ 16C.05, subd. 2(c), 16C.08, subd. 2 and 3)

Instructions:

1. Complete this form for contract amendments that extend the end date of a contract, add/reduce work and money, or change any other term or condition of the contract.
2. Attach this form to the amendment when sending to the Department of Administration for approval. **Please always include copies of the original certification form, solicitation document, single source justification, the original contract, and any previous amendments as these are used for reference.**
3. Admin will retain this cover sheet for its files.

Agency: Minnesota Department of Education (MDE)

Name of Governmental Unit: Duluth Public School District #709

Current Contract Term: January 18, 2022 to September 29, 2026

Project Identification: SWIFT contract #205996, Joint Powers Agreement for Project AWARE

Amendments to contracts must entail tasks that are substantially similar to those in the original contract or involve tasks that are so closely related to the original contract that it would be impracticable for a different contractor to perform the work. The commissioner or an agency official to whom the commissioner has delegated contracting authority under Minn. Stat. § 16C.03, subd. 16, must determine that an amendment would serve the interest of the state better than a new contract and would cost no more. An amendment should be in effect before the contract expires.

What changes are being made to the contract? Complete appropriate box(es) for the amendment submitted.

1. ☐ **Amendment to the Expiration Date of the contract**

   a. Proposed New Expiration Date:

   b. Why is it necessary to amend the Expiration Date?

2. ☒ **Amend Duties and Cost** ☐ **Amend Duties Only**

   a. Describe the amendment: Unspent funds from Year 2 (in the amount of $99,594.20) plus an additional $75,000 is being added to be used through September 29, 2024 to increase this district's training in evidence-based mental health programs to include Support for Students Exposed to Trauma and Sources of Strength curricula. The additional funds can also be used to support implementation of Positive Behavioral Interventions and Supports (PBIS) curriculum, to attend the upcoming PBIS conference, and purchase PBIS related materials.

   b. If cost is amended, insert the amount of the original contract AND amount of each amendment below:

   $1,860,000.00 (original Joint Powers Agreement total)

   +$5,351.67 (amendment #1 increase)

+$75,000.00 (amendment #2 increase)

$1,940,351.67 (new Joint Powers Agreement grand total)

3. ☐ Amendment to change other terms and conditions of the contract:

a. Describe the changes that are being made:

Amendment #2 to SWIFT Joint Powers Agreement No. 205996

Agreement Start Date:	January 18, 2022	Total Agreement Amount:	$1,940,351.67
Original Agreement Expiration Date:	Sept. 29, 2026	Original Agreement:	$1,860,000.00
Current Agreement Expiration Date:	Sept. 29, 2026	Previous Amendment(s) Total:	$5,351.67
Requested Agreement Expiration Date:	NA	This Amendment:	$75,000.00

This second amendment is by and between the State of Minnesota, acting through its Commissioner of Department of Education ("State" or "MDE") and Duluth Public School District #709 whose designated business address is 215 North 1st Avenue East, Duluth, MN 55802 ("Governmental Unit"). State and Governmental Unit may be referred to jointly as "Parties."

Recitals

1. The State has a Joint Powers Agreement ("Agreement") with the Governmental Unit identified as SWIFT Contract Number 205996 ("Original Contract") to implement comprehensive mental health services within Duluth Public School District #709 area for the Project AWARE federally funded project.

2. Amendment #2 is being done to reduce the year 2 budget to actual amounts spent in year 2, move the unspent funds from year 2 to year 3 in the amount of $99,594.20, and add additional funds in the amount of $75,000.00 to this Agreement. These additional funds will be used to increase this district's training in evidence-based mental health programs including Sources of Strength curricula. These additional funds can also be used to support implementation of Positive Behavioral Interventions and Supports ("PBIS") curriculum, to attend the upcoming PBIS conference, and purchase PBIS related materials. This additional funding and the unused funding from Agreement Year 2 must be used by September 29, 2024.

3. The State and the Governmental Unit are willing to amend the Original Agreement as stated below.

Joint Powers Agreement Amendment #2

In this Amendment, changes to pre-existing Contract language will use ~~strike-through~~ for deletions and underlining for insertions.

REVISION 1. Clause 2 **"Agreement between the Parties"** is amended as follows:

2. Agreement between the Parties

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

a. By March 2022, train-the-trainer cadres will be developed for Youth Mental Health First Aid (YMHFA) and by November 2024 for Sources of Strength (SOS).
b. By March of 2022, two key district staff from this school district will be trained on Cognitive Behavior Interventions for Trauma in Schools (CBITS) and Bounce Back (BB).
c. By September 2022, all school staff in this school district will receive training on trauma informed schools and adverse childhood experiences (ACES).
d. By September 2023, student supports teams in this school district will be trained on CBITS and BB.

e. By September 2024, all school staff in this school district will receive training in the school mental health referrals pathways protocol.
f. By August 2026, this school district will have established infrastructure and practices in place for Medicaid billing for mental health services to improve policy, practices, and sustainability for Comprehensive School Mental Health (CSMH) Systems across the Duluth district.

2.2 Increase access to quality, sustainable, culturally responsive and developmentally appropriate school-based mental health services and supports by completing the below tasks:
a. By the end of February 2022, this school district will participate in the School Health Assessment Performance and Evaluation (SHAPE) system.
i. By the end of February 2022 this school district will complete the School Mental Health Quality Assessment, and will repeat twice annually, during October/November and then again in March/April, for the duration of the Agreement.
ii. This school district will complete three monthly Plan-Do-Study-Act (PDSA) cycles by May 2022, and will continue at a regular quarterly intervals from September to May for the duration of the Agreement.
b. By August ~~2023~~ 2024, this school district will work with MDE Project AWARE staff and district stakeholders to create and define the Interconnected Systems Framework (ISF) for their district.
c. By October 2023, CBITS and BB will be utilized as tier 2 or tier 3 interventions for students who have been exposed to trauma.
d. By September 2024, the additional funds under amendment #2, once executed, will be utilized to support implementation of Positive Behavioral Interventions and Supports (PBIS) practices and programming, including training staff in PBIS, attend the upcoming PBIS conference, and purchasing PBIS related materials.

2.3 Increase outreach and engagement with school-aged youth and their families to promote mental health awareness across their district by completing the below tasks:
a. By March 2022, this school district will have a Project AWARE Advisory Group in place. This advisory group should be comprised of district and school staff, students, and family members.
b. By May 2023, this school district will host two community-wide mental health awareness events.
c. By August 2023, this school district will have the capacity to conduct inclusive family engagement on CSMH.
~~d. By October 2024, MN Project AWARE staff from this school district will train a student group on Kognito's Friend2Friend.~~
~~e.~~ d. By October 2025, MN Project AWARE staff from this school district will train a student group on ~~Teen Mental Health First Aid (tMHFA) and/or~~ SOS peer-to-peer programs.

2.4 This school district will provide quarterly updates on evaluation activities including quarterly reporting of data, or as specifically requested by MDE staff, on Project AWARE activities. Each calendar year the quarter timeline will be: Quarter One is from September 30 to December 31 with reports due no later than January 15; Quarter Two is from January 1 to March 31 with reports due no later than April 15; Quarter Three is from April 1 to June 30 with reports due no later than July 15; and Quarter Four is from July 1 to September 29 with reports due no later than Oct 15. Data reports will include:
a. Substance Abuse and Mental Health Services Administration (SAMHSA) IPP (Infrastructure Development, Prevention, and Mental Health Promotion) indicators. These specific data points to include:
- Workforce Development Training (number of individuals in the mental health or related workforce trained through the federal grant, and types of individual trained i.e. their role within the school)
- Training (number of individuals outside of the mental health or related workforce trained through the federal grant, and types of individual trained i.e. their role within the school)
- Partnership/Collaboration (number of MOU's/MOA's with outside entities entered into through the federal grant)
- Policy Development (number of policy changes completed as a result of the federal grant)

- Referral (number of students referred for mental health and/or related services)
- Access (the number and percentage of students receiving mental health or related services after referral)
- Knowledge/Attitudes/Beliefs (number and percentage of individuals who have demonstrated improvement in knowledge, attitudes, or beliefs related to prevention and/or mental health promotion)

b. SAMHSA National Outcomes Measures (NOMs) indicators
c. Narrative description of successes achieved and difficulties encountered
d. Pre and post-training surveys
e. SHAPE results

2.5 By September 29, 2023, this school district will utilize the additional funding and the unused funding from Agreement Year 1 provided by Amendment #1, once executed, to do the following tasks:
a. Provide Restorative Practices trainings and resources for staff.
b. Facilitate additional school and community mental health awareness events.
c. Provide consultants for clinical support of implementation of CBITS and Bounce Back.
d. Purchase supplies and trainings to further the implementation of district-wide Social Emotional Learning (SEL) curriculum.

REVISION 2. Clause 3 **"Payment"** is amended as follows:

3. **Payment**

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

3.1 Compensation. The Governmental Unit will be paid following acceptance of the deliverables described in this Agreement for conducting the services under clause 2 in accordance with the budget in Exhibit A- ~~1~~ 2 that is attached and incorporated into this Agreement.

3.1.1 Supporting documentation, which includes but is not limited to supply receipts, are retained by the Agreement recipient for auditing purposes. All supporting documentation must be kept by the Agreement recipient for the full duration of this Agreement plus a minimum of six additional years per state and federal audit retention requirements.

3.2 The total obligation of the State under this Agreement will not exceed ~~$1,865,351.67~~ **$1,940,351.67**.

3.3 Invoices. The State will promptly pay the Governmental Unit after the Governmental Unit presents an itemized invoice for the goods received or services actually performed, and the State's Authorized Representative accepts the invoiced goods or services. Invoices should be submitted timely and according to the following schedule:

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

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

The invoice should include the following information:

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

Should an invoice need to be submitted via U.S. Mail, please use the following address:
Minnesota Department of Education
Attn: Accounts Payable Department
400 NE Stinson Blvd.
Minneapolis, MN 55413

The Original Agreement and any previous amendments are incorporated into this amendment by reference. Except as amended herein, the terms and conditions of the Original Agreement and all previous amendments remain in full force and effect.

Signature page to follow

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

Print Name: Jennifer Fleckner

Signature: DocuSigned by: Jennifer Fleckner B824FC320DF94B1...

Title: SPA- Principal Date: 5/1/2024

SWIFT Contract No. 205996

2. Governmental Unit

Print Name: Simone Zunich

Signature: DocuSigned by: Simone Zunich 542B3201FC46467...

Title: Exec. Dir. of Finance and Business Services Date: 5/2/2024

3. Minnesota Department of Education
With delegated authority

Print Name: Sean Fahnhorst

Signature: DocuSigned by: Sean Fahnhorst 0D588BD77794455...

Title: Director of Agency Finance Date: 5/2/2024

4. Commissioner of Administration
As delegated to The Office of State Procurement

Print Name: Haylie Heil

Signature: DocuSigned by: Haylie Heil 4AB4CCB119DA413...

Title: Contracts Specialist Date: 5/6/2024

Admin ID: 74804

Signature page to amendment #2 for Agreement #205996

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DEPARTMENT OF EDUCATION

Exhibit A- ~~1~~ 2 - Project AWARE Joint Powers Agreement Budget Narrative: Duluth Public School District #709

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

	Amount for Year 1 (1/18/22 – 9/29/22)	~~Yearly~~ Amount for Year 2 (9/30/22 – 9/29/23)	~~Yearly~~ Amount for Years 3 ~~through 4~~ (9/30/23 – 9/29/24)	Amount for Year 4 9/30/24 – 9/29/25	~~Yearly~~ Amount for Year 5 9/30/25 – 9/29/26	Total Amount
110-299: Salary and benefits • 1.0 FTE Project AWARE Coordinator • 1.0 SEL Interventionist • Misc. salary payments (sub pay for teachers to attend trainings, additional support staffing hours over summer, etc.)	**$128,913.69**	~~$344,751~~ **$310,675.03**	~~$307,000~~ **$366,620**	**$307,000**	**$312,000**	~~$1,399,664.69~~ **$1,425,208.72**
366-389: Professional development • National School Mental Health Conference • State School Mental Health Conference • PBIS Conference • Other conference/training attendance	**$8,357.50**	~~$45,125~~ **$18,394.17**	~~$30,000~~ **$63,980**	**$30,000**	**$15,000**	~~$128,482.50~~ **$135,731.67**

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303-304: Contracts • Training contracts for evidence-based trainings named in the grant (CBITS/Bounce Back trainings and consultation, Youth Mental Health First Aid, ~~tMHFA, PREPaRE,~~ Sources of Strength, Restorative Practices, etc.) • Funding to supplement DHS School Linked Mental Health Provider MOU's. • Additional School Linked Mental Health Provider contracts.	**$18,612.12**	~~$42,300~~ **$16,107.15**	~~$12,000~~ **$51,900**	**$12,000**	**$12,000**	~~$96,912.12~~ **$110,619.27**
430 & 490: Supplies and Food • Social-Emotional Learning (SEL) Curriculum and supplies • PBIS supplies • Software for billing of school-based services • Youth Mental Health First Aid and ~~tMHFA~~ SOS training participant materials • Student supplies for Tier 2 mental health interventions • Incentives for student and family participation in evaluation activities, as allowable by federal funding guidelines. • Food for families at family and community engagement events, as	**$34,027.03**	~~$107,824~~ **$98,188.25**	~~$11,000~~ **$52,094.20**	**$11,000**	**$6,000**	~~$169,851.03~~ **$201,309.48**

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allowable by federal funding guidelines ($3/person/event).						
895: Indirect	**$10,441.33**	~~$15,000~~ **$12,041.20**	**$15,000**	**$15,000**	**$15,000**	~~$70,441.33~~ **$67,482.53**
TOTALS	**Total Amount for Year 1 = $200,351.67**	**Total Amount for Year 2 = ~~$555,000~~ $455,405.80**	**Total Amount for Years 3 ~~through 4 = $750,000~~ $549,594.20**	**Total Amount for Year 4 = $375,000**	**Total Year 5 Amount = $360,000**	**Grand Total = ~~$1,865,351.67~~ 1,940,351.67**

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Grant Applications

April 2024

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
National Restaurant Association Education Foundation	Adam Wisocki	Duluth East Culinary Arts	$2,000.00	These costs cover the $800.00 registration fee. The remaining $1,200.00 is disbursed after attending the professional development and goes towards travel and lodging expenses. The travel and lodging accommodations will need to be purchased prior to the event. We will be getting $1,200.00 to go towards this cost. There would be an additional $1,050.00 required to cover costs. I have requested Perkins fund for this.
Minnesota Department of Education	Danette Seboe	District College, Career, Life Readiness	$500,000.00	This grant closes today (4.9.24) but I'm working to submit it now. It would support our efforts to close the opportunity gap for our students of color, special education, and economically disadvantaged students in helping them explore and be ready for options after high school that will open up choices for them.
Jill Lofald	Denfeld Speech Team	Pachel Foundation	$3,500.00	To help support financially Denfeld Speech Team members compete at the National Speech and Debate Tournament.

Policy Committee Meeting
Duluth Public Schools, ISD 709
Agenda
Tuesday, May 7, 2024
District Services Center
709 Portia Johnson Dr.
Duluth, MN 55811
3:30 PM

1. **AGENDA ITEMS**
2. **POLICIES FOR FIRST READING**
   - A. 902 Use of School District Facilities and Equipment (Deletion of 1130, 1130.1R, 1130.2R, 1130.3R, 1130.4R) 2
   - B. 205 Open Meetings and Closed Meetings 14
   - C. 207 Public Hearings 22
   - D. 211 Criminal or Civil Action Against School District, School Board Member, Employee, or Student 24
3. **POLICIES FOR SECOND READING**
   - A. 201 Legal Status of the School Board (Deletion of 8000, 8005, 8060, 9005, 9010, 9115, & 9090) 27
   - B. 203 Operation of the School Board - Governing Rules 44
   - C. 203.1 School Board Procedures; Rules of Order 47
   - D. 203.6 Consent Agendas 51
4. **POLICIES FOR REVIEW**
   - A. 209 Code of Ethics 53
   - B. 210 Conflict of Interest 56
   - C. 212 School Board Member Development and Travel Expense 59
   - D. 213 School Board Committees Bylaw 62
   - E. 214 Out of State Travel By School Board Members Bylaw 68
5. **REGULATIONS - Informational**
   - A. 902R Facility Use Guide 74
6. **OTHER**

902 USE OF SCHOOL DISTRICT FACILITIES AND EQUIPMENT

I. PURPOSE

The purpose of this policy is to provide guidelines for community use of school facilities and equipment.

II. GENERAL STATEMENT OF POLICY

The school board encourages maximum use of school facilities and equipment for community purposes if, in its judgment, that use will not interfere with use for school purposes.

III. SCHEDULED COMMUNITY EDUCATION CLASSES AND ACTIVITIES

A. The school district administration shall be charged with the process of scheduling rooms and special areas for community education classes and activities planned to be offered during each session.

B. Procedures for providing publicity, registration, and collection of fees shall be the responsibility of the school district administration.

C. Registration fees may be structured to include a pro-rata portion of costs for custodial services that may be needed.

IV. GENERAL COMMUNITY USE OF SCHOOL FACILITIES

A. The school board may authorize the use of school facilities by community groups or individuals. It may impose reasonable regulations and conditions upon the use of school facilities as it deems appropriate.

B. Requests for use of school facilities by community groups or individuals shall be made through the school district ~~administrative office~~ community education office. The ~~administration~~ district will present recommended procedures for the processing and review of requests to the school board. Upon approval by the school board, such procedures shall be an addendum to this policy.

C. The school board may require a rental fee for the use of school facilities. Such fee may include the cost of custodial, technician, and supervisory service if deemed necessary. This fee may also be reviewed and adjusted annually. It may also require a deposit or surety bond for the proper use and repair of damage to school facilities. A rental fee schedule, deposit or surety bond schedule, and payment procedure shall be presented for review and approval by the school board.

D. When emergencies or unusual circumstances arise that necessitate rescheduling the use of school facilities, every effort will be made to find acceptable alternative meeting space.

E. ISD 709 Group Classification and Priority List

a. Class I
   i. 709 District Groups
   ii. School sponsored Pre-K – 12 programs, classes, co-curricular activities, meetings
   iii. Community Education Programming*
   iv. Duluth Pre-School
   v. Early Childhood and Family Education
   vi. Professional Development
   vii. KeyZone – district affiliated after school programming
   viii. PTO/PTA groups
   ix. District affiliated athletic booster clubs

Class I users shall not be required to pay a permit fee or a facility use fee, but they may be required to reimburse the District for staff costs or other expenses directly attributable to the activity. ISD 709 Employees are not permitted to rent District space to conduct activities for their own private profit.

b. Class II - Subject to fees
   i. Non-profit, tax-exempt youth community groups and organizations with at least 70% ISD 709 resident participants.
   ii. Scout groups, 4-H, Duluth Community School Collaborative, Valley Youth Center
   iii. District Area Athletic Associations (serving youth aged 18 and under)
   iv. Groups sponsored by the City of Duluth, St. Louis County, State of Minnesota, or any federal government group.
   v. Non-profit, tax-exempt community groups related to political groups (caucuses, polling, or elections), but not to host events that charge admission or are fundraising in nature.
   vi. Duluth based colleges and universities.

c. Class III - Subject to fees
   i. Non-profit, tax-exempt groups and organizations within ISD 709 district boundaries that use school facilities for events to raise money and/or charge admission (youth athletic tournaments, fundraisers).
   ii. This does not include charging admission to cover direct activity expenses.
   iii. Other non-profit, tax-exempt organizations and businesses, as well as, residents, and neighborhood groups within ISD 709 district boundaries.
   iv. Duluth based private and charter schools, religious groups, and groups containing less than 70% ISD 709 serving resident participants.
   v. Non-Duluth based non-profits, schools, colleges and

universities, youth sport and athletic associations.

d. Class IV - Subject to fees
   i. Commercial and for-profit groups and individuals

V. USE OF SCHOOL EQUIPMENT

The administration will present a procedure to the school board for review and approval regarding the type of equipment that is available for community use, the extent to which it may be utilized, and the manner by which it may be scheduled for use and any charges to be made relating thereto. Upon approval of the school board, such procedure shall be an addendum to this policy.

VI. RULES FOR USE OF FACILITIES AND EQUIPMENT

The school board expects members of the community who use facilities and equipment to do so with respect for school district property and an understanding of proper use. Individuals and groups shall be responsible for damage to facilities and equipment. A certificate of insurance may be required by the school district to ensure payment for these damages and any liability for injuries. The district will determine the need for provided insurance based on risk assessment of the activity and size of permitted groups. Insured individuals, groups and/or organizations that are not ISD 709 school or district affiliated groups should provide proof of liability insurance and submit a Certificate of Insurance verifying liability insurance covering up to $1,000,000 prior to use of district facilities.

Legal References: Minn. Stat. § 123B.51 (Schoolhouses and Sites; Uses for School and Nonschool Purposes; Closings)

Cross References: MSBA/MASA Model Policy 801 (Equal Access to School Facilities)
MSBA/MASA Model Policy 901 (Community Education)

Replacing: Policies 1130, 1130.1R, 1130.2R, 1130.3R, 1130.4R
First Reading:
Second Reading:
Adopted:

1130 GENERAL USE OF SCHOOL FACILITIES

The School Board, being aware of the large capital investment the community has in school facilities, has determined that the community should receive maximum return for this investment. The introduction of the community education program has been made in pursuit of this objective. The policy is further extended to the use of school buildings and facilities by community groups in the promotion of school, civic, or social goals, at no charge, subject to the following conditions:

1. The requirements of the school program will receive priority in the assignment of school facilities.
2. School-related organizations, such as parent teacher student organizations and professional educational organizations will be given priority over non-related organizations.
3. The community education program will take precedence over non-educational programs.
4. Approved student groups will be given priority over adult groups.
5. Regular building custodial personnel are on duty and performing normal in-session activities.

School equipment may be used by non-school organizations or individuals. Removal of school equipment from buildings to which assigned, to be used for non-school purposes, is not authorized. Requests for equipment to be used shall be made when applying for building permit and noted thereon. A charge will be made for audio-visual equipment as listed in the auditorium fee schedule.

School facilities will be available for use on Saturdays, Sundays, or holidays. Any permits issued for buildings which are not staffed with custodial personnel at the time requested, will have a usage fee charged for said services. Any group utilizing school facilities must maintain proper and sufficient supervision of the group to ensure continuance of their permit authorization. The building principal and the Community Education Coordinator, in cooperation with the building engineer, will make final determination of adequacy of supervision. If supervision is determined to be inadequate by an agent of the School District, the use permit may be revoked.

Adopted: 06-09-1970 ISD 709
Revised: 09-26-1972
07-18-1978
08-10-1982
12-11-1984
06-20-1995 ISD 709

1130.1R USE OF SCHOOL FACILITIES INFORMATION - APPLICATION FOR USE OF SCHOOL BUILDING

Applications for use of buildings and grounds may be obtained at the facility being requested.

The application must be completed in full and must be signed by at least one adult supervisor and be submitted to the principal and Community Education Office for approval. Such application must be filed at least two days prior to the date requested and at least five days prior when overtime is involved.

Users of school facilities may be subject to rental fees as determined by the School Board and published in a separate fee schedule.

Meeting Place
Users must strictly adhere to rules prohibiting the overcrowding of rooms.
It will be necessary for all schools to schedule, in advance, the use of their buildings for all school activities to eliminate potential scheduling problems with outside agencies/groups desiring building usage. Schedules of school related events must be submitted to the Community Education office.

Regular Meetings and Hours
Applications should be made quarterly for use of rooms/facilities for regular meetings.

Activities
No charge shall be made to the following groups for use of schools on week nights during the school year: regular scouting activities, PTSAs, community clubs, adult community groups, and adult education. Permits will be allowed where there is no conflict with regular school activities. When extra custodial staffing or overtime is required, such costs shall be charged to the program or activity incurring such cost.

A request for use of a facility, unusual in either character or length of time, shall be submitted to the Superintendent or the Community Education Coordinator for consideration.

Approved: 06-26-1972 ISD 709
Revised: 07-18-1978
08-10-1982
12-11-1984
06-20-1995 ISD 709

1130.2R - USE OF SCHOOL FACILITIES

General Regulations

No group or organization may sublet use of a building/facility to any other group. Responsibility and liability for injury to persons or damage to School Board property shall be assumed by the organization or individual signing the application.

Any non-school group using the facilities or building and charging admission or requesting donations shall be subject to a rental fee. Any non-school adult group that pays a fee to another organization will be subject to a rental fee. Permits for use of buildings and facilities on Saturdays, Sundays, holidays and recess periods when school is not in session may be issued upon approval of the principal and Community Education Office. Maximum participation and utilization of buildings and facilities shall be made. Specific attendance requirements shall be determined for special areas such as gymnasiums, swimming pools, lunchrooms, and kitchen facilities.

When school is not in session during summer recess periods, all requests for building usage shall be processed by the Community Education Office, Central Administration Building. Groups originating outside the boundaries of the School District, requesting school facility usage, shall be charged a usage fee. Permit holders shall be responsible persons at least eighteen (18) years of age. Recreational leaders and instructors must be responsible and qualified individuals. No leader may place a substitute in charge of a group without securing approval from the principal and Community Education Coordinator.

Attendance shall be based upon the nature of the activity and the facilities used, as stated in the permit. Maximum utilization of school facilities shall be considered when granting a permit. Any group holding a blanket permit for use of school facilities that fails to appear for two (2) consecutive periods, may forfeit the remainder of the permit at the discretion of the principal and/or the Community Education Coordinator. A permit may be canceled by the principal and/or the Community Education Coordinator due to conduct, infractions of rules, or security procedures.

The custodian-engineer on duty shall supervise the operation of the physical plant and shall not be required to supervise groups or activities. Users will adhere to specific rules for use of special areas such as gymnasiums, swimming pools, kitchen and lunchroom facilities. Buildings shall be vacated by the time specified on the building permit. Activities must be concluded in time to provide clearance of the buildings by the time specified on building use permit or overtime charges will be incurred.

Flags, other than the United States and the State of Minnesota, cannot be displayed at any time on the school buildings or grounds or within the building except on special permission of the Superintendent of Schools. The United States flag should not be removed from any building, room or facility in which it is displayed.

The use of golf clubs, golf balls, and hard baseballs is limited to designated areas of school grounds and in school buildings. Permit holders are required to pay for necessary policing and for any damages to bleachers or grounds other than normal wear and tear as determined by the School Board. Use of school physical education equipment, athletic equipment, and supplies shall be permitted. Use of apparatus is permitted only when a qualified instructor is present.

Audio-visual equipment shall be operated only by individuals certified by the Media Services Department, such as audio-visual cadets.

Smoking is not permitted in school buildings or on school grounds.

In conformity with the Uniform Fire Code Article 26, Section 26.106, all decorations used in places of public assembly (classroom, auditoriums, etc.) shall be fireproof materials or sprayed with a fireproof solution. Approval for the use of any decorations shall be obtained from the building engineer prior to the use of and installation of said items.

Alcoholic beverages are not permitted on school premises. Gambling is not allowed on school property, except for the purpose of raffles as allowed within MN Statute 609.761 sub. 5, and guidelines set forth by the Duluth Public Schools. All raffles must be pre-approved by the Director of Business Services or his/her designee.

School Activities Conducted After the Close of the Regular School Day

The principal may reserve any part of a school building or grounds for school purposes. Permits shall be required but no limit to the number of meetings will be set for those activities considered part of regular school program. The facility or building must be open and the approval of the principal and the Community Education Office must be obtained. An activity supervisor must be present from the time of entry into the facility until the time of departure of the group. Permits for non-school activities will be processed on a quarterly basis.

Principals or designated employees of the School District are permitted to use the building without charge after school hours, Saturdays, and Sundays for committee, small group meetings, or School District sponsored co-curricular activities, such groups not to exceed fifteen (15) persons. Regular permit procedures shall apply. The principal or designated employee as identified on the permit shall be subject to the following conditions:

1. Principals or designated employees of the School District shall assume responsibility for securing of the building at the conclusion of such activity.
2. If the building is not secured properly and it is necessary to call an engineer back, the charges for the engineer shall be assessed to the department or individual assuming responsibility for opening the building.
3. Areas that have been used under this procedure shall be left in a condition that will accommodate the program designated for that location on the following day.

The engineer or a member of the maintenance staff need not be present. The use of the building will be entered on the Building Use Schedule. For groups larger than fifteen (15) persons, the regular permit procedure will apply.

Parent-Teacher-Student Association Meetings

Parent-Teacher-Student Associations and their subdivisions are required to obtain building use permits but shall not be required to pay a rental fee, unless a building is not staffed or overtime charges are incurred. It is recommended that PTSA meetings be scheduled when the building is staffed by the regular custodial staff.

Approved: 06-26-1972 ISD 709
Revised: 07-18-1978
08-10-1982
12-11-1984
06-20-1995
10-18-2005 ISD 709

1130.3R USE OF SPECIFIC AREAS - SWIMMING POOLS

Maximum number using pool facility is limited to fifty (50).

Any clean swimsuit (except wool) may be worn. Cut-offs, shirts, blouses and casual wear shorts are not permitted.

Participants shall provide their own towels. Mixed groups shall have a male and female adult supervisor in attendance.

Time allotment in the pool shall be limited to a maximum of one (1) hour. One-half (½) hour will be allowed for showering and dressing.

Permission for use of any foreign objects in the pool shall be granted only when necessary for training which leads to certification or for classes offered by the School District. Approval shall be obtained in advance from the principal and Community Education Coordinator.
The following rules shall be adhered to by all groups using pool facilities:

1. Take a hot soap shower, without suit, before and after swimming.
2. Use lavatories before swimming.
3. Remove bandages, plasters, tape, bobby pins, and gum before entering pool.
4. Enter and leave the water at lifeguard's request.
5. Avoid all forms of dangerous activities including running, pushing, "dunking," throwing objects, and hanging on diving board.
6. Remain out of the diving area while diving board is used.
7. Wait until others are out of the diving area before completing a dive.
8. Stay off diving board when occupied by another person. Take only one bounce when diving.
9. Swim straight out of diving area after completing a dive.
10. Report illness or injury to lifeguard or swimming instructor.
11. Stay in pool area suited to swimmer's ability or area designated by lifeguard or swimming instructor.
12. If assigned to a buddy, partner, or group, stay with the person or group until dismissed.
13. Persons with long hair are required to wear swim caps.
14. The use of gum, food, and drinks of any kind in the pool area is prohibited and shall be enforced by the lifeguard. The attendant will supervise the locker and shower areas for safety and cleanliness.
15. The lifeguard shall allow the use of approved equipment in the pool. Inner tubes and other inflated objects, towels, and metal objects are not permitted.
16. The lifeguard shall not allow more than fifty (50) swimmers in the swimming pool.
17. There shall be one lifeguard for every twenty-five (25) swimmers.
18. The lifeguard will allow the use of diving bricks, rings, flutter boards, and swimming fins as part of the regular instruction. Goggles, aqua lungs, skin diving equipment and snorkels shall be used only when qualified instructors are present and preliminary approval granted.
19. A first-aid kit shall be available for preliminary first aid.
20. Feats of daring, exhibition, rowdiness, and spouting of water are prohibited.

Telephones in pool areas are provided for EMERGENCY use only.

Group or individuals using the pool and/or gym are responsible for their own valuables.

Duties and Responsibilities of Lifeguard and/or Attendant

The lifeguard shall be dressed appropriately for swimming with official insignia on suit for identification.

The lifeguard, while on duty, shall not give swimming instructions.

The lifeguard, while on duty, shall not go into the water except to perform a rescue operation.

The lifeguard, while on duty, shall be responsible for the safety of the swimmers and shall never leave the pool area. An attendant shall collect fees, inspect swimmers, and take roll, when necessary. In an emergency all participants shall get out of the water and follow lifeguard's instructions.

During swimming time, the lifeguard or instructor shall be so located that he/she has an unobstructed view of the entire pool area.

The lifeguard shall check the lifesaving equipment periodically to determine if it is serviceable, properly racked, and placed in pool area.

The lifeguard shall check pool area and diving board for safe conditions before allowing swimmers into pool area.

The attendant shall require all swimmers to report to lifeguard or instructor before entering pool area. Swimmers are subject to any rules and regulations deemed necessary for the good and safety of all.

The lifeguard or attendant shall make foot checks periodically.

The lifeguard and attendant shall enforce rules of cleanliness, sanitation, safety, and conduct.

The lifeguard shall see that lifesaving equipment is not used for play purposes.

The lifeguard shall see that the exits are not locked when swimmers are using dressing and shower facilities and/or swimming pool.

The lifeguard shall see that a telephone or signaling device is available for the lifeguard or instructor to summon help in cases of emergency.

Kitchen and Cafeteria Facilities

The principal and Community Education Coordinator will grant permission for the use of cafeterias. The organization/individual will pay for any damages. All machinery and technical equipment shall be operated by regular food service employees at the expense of the organization.

Child Nutrition personnel employed by the renting organization shall be reimbursed at a rate of pay determined by the School Board.

Banquets or special dinners may be served in the school cafeterias for school-related functions. The cost of these services shall be paid by the group using said facilities.

All federal, state, and St. Louis County Health Department rules and regulations governing food service shall be adhered to.

The permit holder shall comply with the following restrictions:

1. No home canned products including vegetables, meat, poultry, fish or shellfish, or homemade sausage shall be sold or served.
2. None of the following potentially hazardous food shall be prepared in private homes and brought into school buildings for consumption:
   a. Casseroles containing meat, fish or poultry.
   b. Baked ham, roasted poultry, roasted pork.
   c. Salads and sandwiches containing meat, fish, poultry or eggs.
   d. Milk-based cream pies, including banana cream, Boston cream, butterscotch, chocolate, coconut cream or other milk-based mixtures. e. Custard-filled pastries including éclairs and cream puffs or other custard filled products.
3. Dishes and silverware of the cafeteria may be used. However, it shall be the responsibility of the organization, under the direction of the food service personnel, to return, clean, and store items in the same manner as before usage.

Regular School Libraries

School libraries are geared to school curriculum and not general public use. Should a community feel it important to open a local school library, the following usage procedure is required:

1. A request for library facility usage shall be filed with the principal and Community Education Coordinator and coordinated with the school librarian.
2. A trained person shall be on duty at all times.
3. Any person checking materials out of the library shall be identified by name, address telephone number.
4. Any individual, group, or organization shall be responsible for replacing any materials lost, damaged or destroyed during use of the library facility.

School Grounds and Athletic Fields

Application for the use of playgrounds and athletic fields shall be made in the same manner as for the use of buildings and facilities.

The applicant shall provide police and/or fire supervision for those activities where it is deemed necessary by the Community Education Coordinator.

There will be no charge for the use of elementary and secondary school grounds.
Rental charges for the use of Public Schools Stadium shall be determined by the School Board.

Professional contests shall not be played on school athletic fields or playgrounds without School Board approval.

Industrial Arts Facilities
The industrial arts teacher shall be responsible for all equipment in an industrial arts facility.

Programs using industrial arts facilities shall be approved by the Community Education Office.

Gymnasiums

Gymnasiums may be used by organizations for recreation and instruction purposes. 1. No instructor, member of a gymnasium class, or visitor shall be permitted on the playing portion of the floor wearing street shoes.
2. Each leader shall use reasonable caution to see that snow, water, or dirt are removed from shoes before admittance to the gymnasium.
3. Each leader shall be held responsible for enforcement of all safety and security regulations.
4. Each leader shall conduct only those gymnasium activities that are meaningful and within the physical capabilities of the students/adults expected to perform them.
5. Use of School District owned physical education and athletic equipment and supplies will be permitted if authorized by the principal or Community Education Coordinator.
6. Use of physical education apparatus is permitted only when a leader competent to instruct in its use is present and use has prior approval of the principal or Community Education Coordinator.

Approved: 06-26-1972 ISD 709
Revised: 07-18-1978
08-10-1982
12-11-1984
06-20-1995 ISD 709

1130.4R USE OF SCHOOL FACILITIES - CUSTODIAL CHARGES

Whenever extra custodial costs are generated by programs taking place in the schools, such costs shall be billed to the department involved. The following classifications designate specific departmental codes to be charged for various activities requiring extra staff. Building permits for activities requiring extra custodial staffing which are not related to the regular school program shall receive final approval from the Community Education Office. Custodial costs for activities not part of the regular K-12 program shall be billed to Community Education.

The groups listed below will pay a facility usage fee only when it is necessary to add extra staff or overtime is incurred during evening, weekend, and holiday hours. If a group charges admission or requests donations for any activity, they shall be charged a usage fee. Approval for usage and fee assessments shall be determined by the Community Education Office. Such groups include:

Churches	Community Clubs	PTA/PTSA Activities
Caucuses	Dance Studios	Scouting Activities
City Council	Elections	YMCA
Civil Service Board	Hockey Programs	Youth Basketball
Commercial Use	Political Conventions	YWCA
Community Adult Activities	Pow Wows	

Operations

The cost of extra custodial staffing will be charged to the building operations for school sponsored programs and school related activities with the approval of the principal.

Basketball Games	Inservice	School Activities
Dances	Lock In Elementary	Speech Meets
High School Footbal	Plays	Swim Teams

Summer School

Custodial staff costs for the summer school gym and swim program will be charged to the summer school budget.

Child Nutrition

The Child Nutrition Department shall pay its proportionate share of custodial staff costs.

Approved: 06-26-72 ISD 709
Revised: 07-18-78
08-10-82
12-11-84
06-20-95 ISD 709

Adopted:_____

Revised:_____

MSBA/MASA Model Policy 205
Orig. 1995
Rev. 2022

205 OPEN MEETINGS AND CLOSED MEETINGS

[Note: The provisions of this policy accurately reflect Minnesota's Open Meeting Law statutes and are not discretionary in nature.]

I. PURPOSE

A. The school board embraces accountability and transparency in the conduct of its business, in the belief that openness produces better programs, more efficient administration of programs, and an organization more responsive to public interest and less susceptible to private interest. The school board shall conduct its business under a presumption of openness. At the same time, the school board recognizes and respects the privacy rights of individuals as provided by law. The school board also recognizes that there are certain exceptions to the Minnesota Open Meeting Law as recognized in statute where it has been determined that, in limited circumstances, the public interest is best served by closing a meeting of the school board.

B. The purpose of this policy is to provide guidelines to assure the rights of the public to be present at school board meetings, while also protecting an individual's rights to privacy under law, and to close meetings when the public interest so requires as recognized by law.

II. GENERAL STATEMENT OF POLICY

A. Except as otherwise expressly provided by statute, all meetings of the school board, including executive sessions, shall be open to the public.

B. Meetings shall be closed only when expressly authorized by law.

III. DEFINITION

"Meeting" means a gathering of at least a quorum of school board members or quorum of a committee or subcommittee of school board members, at which members discuss, decide, or receive information as a group on issues relating to the official business of the school board. The term does not include a chance or social gathering or the use of social media by members of a public body so long as the social media use is limited to exchanges with all members of the general public. For purposes of the Open Meeting Law, social media does not include e-mail.

IV. PROCEDURES

A. Meetings

1. Regular Meetings

A schedule of the regular meetings of the school board shall be kept on file at the school district office. If the school board decides to hold a regular meeting at a time or place different from the time or place stated in its regular meeting schedule, it shall give the same notice of the meeting as for a special meeting.

2. Special Meetings

a. For a special meeting, the school board shall post written notice of the date, time, place, and purpose of the meeting on the principal bulletin board of the school district or on the door of the school board's usual meeting room if there is no principal bulletin board. The school board's actions at the special meeting are limited to those topics included in the notice.

b. The notice shall also be mailed or otherwise delivered to each person who has filed a written request for notice of special meetings. This notice shall be posted and mailed or delivered at least three days before the date of the meeting.

c. As an alternative to mailing or otherwise delivering notice to persons who have filed a written request, the school board may publish the notice once, at least three days before the meeting, in the official newspaper of the school district or, if none, in a qualified newspaper of general circulation within the area of the school district.

d. A person filing a request for notice of special meetings may limit the request to particular subjects, in which case the school board is required to send notice to that person only concerning those particular subjects.

e. The school board will establish an expiration date on requests for notice of special meetings and require refiling once each year. Not more than sixty (60) days before the expiration date of request for notice, the school board shall send notice of the refiling requirement to each person who filed during the preceding year.

3. Emergency Meetings

a. An emergency meeting is a special meeting called because of circumstances that, in the school board's judgment, require immediate consideration.

[Note: While the statute leaves the question to the board of whether the circumstances require immediate consideration at an emergency meeting, advisory opinions of the Minnesota Commissioner of Administration would limit such meetings to responding to natural disasters or health epidemics caused by an event such as an accident or terrorist attack.]

b. If matters not directly related to the emergency are discussed or acted upon, the minutes of the meeting shall include a specific description of those matters.

c. The school board shall make good faith efforts to provide notice of the emergency meeting to each news medium that has filed a written request for notice if the request includes the news medium's telephone number.

d. Notice of the emergency meeting shall be given by telephone or any other method used to notify the members of the school board.

e. Notice shall be provided to each news medium which has filed a written request for notice as soon as reasonably practicable after notice has been given to the school board members.

f. Notice shall include the subject of the meeting.

g. Posted or published notice of an emergency meeting shall not be required.

h. The notice requirements for an emergency meeting as set forth in this policy shall supersede any other statutory notice requirement for a special meeting that is an emergency meeting.

4. Recessed or Continued Meetings

If a meeting is a recessed or continued session of a previous meeting, and the time and place of the meeting was established during the previous meeting and recorded in the minutes of that meeting, then no further published or mailed notice is necessary.

5. Closed Meetings

The notice requirements of the Minnesota Open Meeting Law apply to closed meetings.

6. Actual Notice

If a person receives actual notice of a meeting of the school board at least twenty-four (24) hours before the meeting, all notice requirements are satisfied with respect to that person, regardless of the method of receipt of notice.

7. Meetings during Pandemic or Chapter 12 Emergency

In the event of a health pandemic or an emergency declared under Minnesota Statutes chapter 12, a meeting may be conducted by telephone or interactive technology in compliance with Minnesota Statutes section 13D.021.

8. Meetings by Interactive Technology

A meeting may be conducted by interactive technology, Zoom, Skype, or other similar electronic means in compliance with Minnesota Statutes section 13D.02.

B. Votes

The votes of school board members shall be recorded in a journal or minutes kept for that purpose. The journal or any minutes used to record votes of a meeting must be open to the public during all normal business hours at the school district's administrative offices.

C. Written Materials

1. In any open meeting, a copy of any printed materials, including electronic communications, relating to the agenda items of the meeting prepared or distributed by or at the direction of the school board or its employees and distributed to or available to all school board members shall be available in the meeting room for inspection by the public while the school board considers their subject matter.

2. This provision does not apply to materials not classified by law as public, or to

materials relating to the agenda items of a closed meeting.

D. Open Meetings and Data

1. Meetings may not be closed to discuss data that are not public data, except as provided under Minnesota law.

2. Data that are not public data may be discussed at an open meeting if the disclosure relates to a matter within the scope of the school board's authority and is reasonably necessary to conduct the business or agenda item before the school board.

3. Data discussed at an open meeting retain the data's original classification; however, a record of the meeting, regardless of form, shall be public.

E. Closed Meetings

1. Labor Negotiations Strategy

a. The school board may, by a majority vote in a public meeting, decide to hold a closed meeting to consider strategy for labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals, conducted pursuant to Minnesota's Public Employment Labor Relations Act (PELRA)

b. The time and place of the closed meeting shall be announced at the public meeting. A written roll of school board members and all other persons present at the closed meeting shall be made available to the public after the closed meeting. The proceedings of a closed meeting to discuss negotiation strategies shall be tape recorded, and the tape recording shall be preserved for two years after the contract discussed at the meeting is signed. The recording shall be made available to the public after all labor contracts are signed by the school board for the current budget period.

2. Sessions Closed by Bureau of Mediation Services

All negotiations, mediation meetings, and hearings between the school board and its employees or their respective representatives are public meetings. Mediation meetings may be closed only by the Commissioner of the Bureau of Mediation Services (BMS). The use of recording devices, stenographic records, or other recording methods is prohibited in mediation meetings closed by the BMS.

3. Preliminary Consideration of Allegations or Charges

The school board shall close one or more meetings for preliminary consideration of allegations or charges against an individual subject to its authority. If the school board members conclude that discipline of any nature may be warranted as a result of those specific charges or allegations, further meetings or hearings relating to those specific charges or allegations held after that conclusion is reached must be open. A meeting must also be open at the request of the individual who is the subject of the meeting. A closed meeting for this purpose must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

4. Performance Evaluations

The school board may close a meeting to evaluate the performance of an individual who is subject to its authority. The school board shall identify the individual to be evaluated prior to closing a meeting. At its next open meeting, the school board shall summarize its conclusions regarding the evaluation. A meeting must be open at the request of the individual who is the subject of the meeting. A closed meeting for this purpose must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

5. Attorney-Client Privilege Meeting

A meeting may be closed if permitted by the attorney-client privilege. Attorney-client privilege applies when litigation is imminent or threatened, or when the school board needs advice above the level of general legal advice, for example, regarding specific acts and their legal consequences. A meeting may be closed to seek legal advice concerning litigation strategy, but the mere threat that litigation might be a consequence of deciding a matter one way or another does not, by itself, justify closing the meeting. The motion to close the meeting must specifically describe the matter to be discussed at the closed meeting, subject to relevant privacy and confidentiality considerations under state and federal law. The law does not require that such a meeting be recorded.

6. Dismissal Hearing

a. A hearing on dismissal of a licensed teacher shall be public or private at the teacher's discretion. A hearing regarding placement of teachers on unrequested leave of absence shall be public.

b. A hearing on dismissal of a student pursuant to the Pupil Fair Dismissal Act shall be closed unless the pupil, parent, or guardian requests an open hearing.

c. To the extent a teacher or student dismissal hearing is held before the school board and is closed, the closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

7. Coaches; Opportunity to Respond

a. If the school board has declined to renew the coaching contract of a licensed or nonlicensed head varsity coach, it must notify the coach within fourteen (14) days of that decision.

b. If the coach requests the reasons for the nonrenewal, the school board must give the coach its reasons in writing within ten (10) days of receiving the request. The existence of parent complaints must not be the sole reason for the school board not to renew a coaching contract.

c. On the request of the coach, the school board must provide the coach with a reasonable opportunity to respond to the reasons at a school board meeting.

d. The meeting may be open or closed at the election of the coach unless the meeting is closed as required by Minnesota Statutes section

13D.05 to discuss educational or certain other nonpublic data.

e. A meeting closed for this purpose must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

8. Meetings to Discuss Certain Not Public Data

a. Any portion of a meeting must be closed if the following types of data are discussed:

(1) data that would identify alleged victims or reporters of criminal sexual conduct, domestic abuse, or maltreatment of minors or vulnerable adults;

(2) active investigative data collected or created by a law enforcement agency;

(3) educational data, health data, medical data, welfare data, or mental health data that are not public data; or

(4) an individual's personal medical records.

b. A closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

9. Purchase and Sale of Property

a. The school board may close a meeting:

(1) to determine the asking price for real or personal property to be sold by the school district;

(2) to review confidential or nonpublic appraisal data; and

(3) to develop or consider offers or counteroffers for the purchase or sale of real or personal property.

b. Before closing the meeting, the school board must identify on the record the particular real or personal property that is the subject of the closed meeting.

c. The closed meeting must be tape recorded at the expense of the school district. The tape must be preserved for eight years after the date of the meeting and be made available to the public after all real or personal property discussed at the meeting has been purchased or sold or the school board has abandoned the purchase or sale. The real or personal property that is the subject of the closed meeting must be specifically identified on the tape. A list of school board members and all other persons present at the closed meeting must be made available to the public after the closed meeting.

d. An agreement reached that is based on an offer considered at a closed meeting is contingent on its approval by the school board at an open

meeting. The actual purchase or sale must be approved at an open meeting and the purchase price or sale price is public data.

10. Security Matters

a. The school board may close a meeting to receive security briefings and reports, to discuss issues related to security systems, to discuss emergency response procedures, and to discuss security deficiencies in or recommendations regarding public services, infrastructure, and facilities, if disclosure of the information discussed would pose a danger to public safety or compromise security procedures or responses.

b. Financial issues related to security matters must be discussed and all related financial decisions must be made at an open meeting.

c. Before closing a meeting, the school board must refer to the facilities, systems, procedures, services, or infrastructures to be considered during the closed meeting.

d. The closed meeting must be tape recorded at the expense of the school district and the recording must be preserved for at least four years.

11. Other Meetings

Other meetings shall be closed as provided by law, except as provided above. A closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

F. Procedures for Closing a Meeting

The school board shall provide notice of a closed meeting just as for an open meeting. A school board meeting may be closed only after a majority vote at a public meeting. Before closing a meeting, the school board shall state on the record the specific authority permitting the meeting to be closed and shall describe the subject to be discussed.

Legal References:

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. Ch. 13D (Open Meeting Law)
Minn. Stat. § 121A.47, Subd. 5 (Exclusion and Expulsion Procedures)
Minn. Stat. § 122A.33, Subd. 3 (License and Degree Exemption for Head Coach)
Minn. Stat. § 122A.40, Subd. 14 (Employment; Contracts; Termination)
Minn. Stat. § 179A.14, Subd. 3 (Negotiation Procedures)
Minn. Rules Part 5510.2810 (Petition for Mediation)
Brown v. Cannon Falls Township, 723 N.W.2d 31 (Minn. App. 2006)
Brainerd Daily Dispatch v. Dehen, 693 N.W.2d 435 (Minn. App. 2005)
The Free Press v. County of Blue Earth, 677 N.W.2d 471 (Minn. App. 2004)
Prior Lake American v. Mader, 642 N.W.2d 729 (Minn. 2002)
Star Tribune v. Board of Education, Special School District No. 1, 507 N.W.2d 869 (Minn. App. 1993)
Minnesota Daily v. University of Minnesota, 432 N.W.2d 189 (Minn. App. 1988)
Moberg v. Independent School District No. 281, 336 N.W.2d 510 (Minn. 1983)
Sovereign v. Dunn, 498 N.W.2d 62 (Minn. App. 1993), *rev. denied*. (Minn. 1993)

Dept. of Admin. Advisory Op. No. 21-003 (April 19, 2021)
Dept. of Admin. Advisory Op. No. 21-002 (January 13, 2021)
Dept. of Admin. Advisory Op. No. 19-012 (October 24, 2019)
Dept. of Admin. Advisory Op. No. 19-008 (May 22, 2019)
Dept. of Admin. Advisory Op. No. 19-006 (April 9, 2019)
Dept. of Admin. Advisory Op. No. 18-019 (December 28, 2018)
Dept. of Admin. Advisory Op. No. 17-005 (June 22, 2017)
Dept. of Admin. Advisory Op. No. 13-009 (March 19, 2013)
Dept. of Admin. Advisory Op. No. 12-004 (March 8, 2012)
Dept. of Admin. Advisory Op. No. 11-004 (April 18, 2011)
Dept. of Admin. Advisory Op. No. 10-020 (September 23, 2010)
Dept. of Admin. Advisory Op. No. 09-020 (September 8, 2009)
Dept. of Admin. Advisory Op. No. 08-015 (July 9, 2008)
Dept. of Admin. Advisory Op. No. 06-027 (September 28, 2006)
Dept. of Admin. Advisory Op. No. 04-004 (February 3, 2004)

Cross References: MSBA/MASA Model Policy 204 (School Board Meeting Minutes)
MSBA/MASA Model Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)
MSBA/MASA Model Policy 207 (Public Hearings)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA Law Bulletin "C" (Minnesota's Open Meeting Law)

First Reading:
Second Reading:
Adopted:

*Adopted:*_____ *MSBA/MASA Model Policy 207*
Orig. 1995
*Revised:*_____ *Rev. 2022*

207 PUBLIC HEARINGS

I. PURPOSE

The school board recognizes the importance of obtaining public input on matters properly before the school board during a public hearing. The purpose of this policy is to establish procedures to efficiently receive public input.

II. GENERAL STATEMENT OF POLICY

For the school board to efficiently receive public input on matters properly before the school board, the school board establishes the procedures set forth in this policy are established.

III. PROCEDURES

A. Public Hearings

Public hearings are required by law concerning certain issues, including but not limited to, school closings (Minnesota Statutes section 123B.51), education district establishment (Minnesota Statutes section 123A.15), and agreements for secondary education (Minnesota Statutes section 123A.30). Additionally, other public hearings may be held by the school board on school district matters at the school board's discretion

B. Notice of Public Hearings

Public notice of a public hearing required by law shall be given as provided by the enabling legislation. Public notice of other hearings shall be given in the manner required for a regular meeting if held in conjunction with a regular meeting, in the manner required for a special meeting if held in conjunction with a special meeting, or as otherwise determined by the school board.

C. Public Participation

The school board retains the right to require that those in attendance at a public hearing indicate their desire to address the school board and complete and file with the clerk of the school board an appropriate request card prior to commencement of the hearing if the school board utilizes this procedure. In that case, any request to address the school board after the commencement of the hearing will be granted only at the school board's discretion.

1. Format of Request: If required by the school board, a written request of an individual or a group to address the school board shall contain the name and address of the person or group seeking to address the school board. It shall also contain the name of the group represented, if any, and a brief statement of the subject to be covered or the issue to be addressed.

2. Time Limitation: The school board retains the discretion to limit the time for each presentation as needs dictate.

3. Groups: The school board retains the discretion to require that any group of persons who desire to address the school board designate one representative

or spokesperson. If the school board requires designation of a representative or spokesperson, no other person in the group will be recognized to address the school board, except as the school board otherwise determines.

4. Privilege to Speak: A school board member should direct remarks or questions through the chair. Only those speakers recognized by the chair will be allowed to speak. Comments by others are out of order. Individuals who interfere with or interrupt speakers, the school board, or the proceedings may be directed to leave.

5. Personal Attacks: Personal attacks by anyone addressing the school board are unacceptable. Persistence in such remarks by an individual shall terminate that person's privilege to address the school board.

6. Limitations on Participation: Depending upon the number of persons in attendance seeking to be heard, the school board reserves the right to impose such other limitations and restrictions as necessary to provide an orderly, efficient, and fair opportunity to be heard.

Legal References: Minn. Stat. § 123A.15 (Establishing Education Districts)
Minn. Stat. § 123A.30 (Agreements for Secondary Education)
Minn. Stat. § 123B.51 (School Closings)

Cross References: MSBA/MASA Model Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)

First Reading:
Second Reading:
Adopted:

*Adopted:*_____ *MSBA/MASA Model Policy 211*
Orig. 1995
*Revised:*_____ *Rev. 2022*

211 CRIMINAL OR CIVIL ACTION AGAINST SCHOOL DISTRICT, SCHOOL BOARD MEMBER, EMPLOYEE, OR STUDENT

I. PURPOSE

The purpose of this policy is to provide guidance about the school district's position, rights, and responsibilities when a civil or criminal action is pending against the school district, or a school board member, school district employee, or student.

II. GENERAL STATEMENT OF POLICY

A. The school district recognizes that, when civil or criminal actions are pending against a school board member, school district employee, or student, the school district may be requested or required to take action.

B. In responding to such requests and/or requirements, the school district will take such measures as are appropriate to its primary mission of providing for the education of students in an environment that is safe for staff and students and is conducive to learning.

C. The school district acknowledges its statutory obligations with respect to providing assistance to school board members and teachers who are sued in connection with performance of school district duties. Collective bargaining agreements and school district policies may also apply.

III. CIVIL ACTIONS

A. Pursuant to Minnesota Statutes section 466.07, subdivision 1, the school district shall defend and indemnify any school board member or school district employee for damages in school-related litigation, including punitive damages, claimed or levied against the school board member or employee, provided that the school board member or employee was acting in the performance of the duties of the position and was not guilty of malfeasance, willful neglect of duty, or bad faith.

B. Pursuant to Minnesota Statutes section 123B.25(b), with respect to teachers employed by the school district, upon written request of the teacher involved, the school district must provide legal counsel for any school teacher against whom a claim is made or action is brought for recovery of damages in any tort action involving physical injury to any person or property or for wrongful death arising out of or in connection with the employment of the teacher with the school district. The school district will choose legal counsel after consultation with the teacher.

C. Data Practices

Educational data and personnel data maintained by the school district may be sought as evidence in a civil proceeding. The school district will release the data only pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13 and to the Family Educational Rights and Privacy Act, 20 United States Code section 1232g, and related regulations. When an employee is subpoenaed and is expected to testify regarding educational data or personnel data, the employee will inform the building administrator or designated supervisor, who shall immediately inform the superintendent or designee. No school board member or employee may

release data without consultation in advance with the school district official designated as the responsible authority for the collection, use, and dissemination of data.

D. Service of Subpoenas

School district officers and employees will normally not be involved in providing service of process for third parties in the school setting.

E. Leave to Testify

Leave for employees appearing in court, either when sued or under subpoena to testify, will be considered in accordance with school district personnel policies and applicable collective bargaining agreements.

IV. CRIMINAL CHARGES OR CONDUCT

A. Employees

1. The school district expects that its employees serve as positive role models for students. As role models for students, employees have a duty to conduct themselves in an exemplary manner.

2. If the school district receives information relating to activities of a criminal nature by an employee, the school district will investigate and take appropriate disciplinary action, which may include discharge, subject to school district policies, statutes, and provisions of applicable collective bargaining agreements.

3. Pursuant to Minnesota Statutes section 123B.02, subdivision 20, if reimbursement for a criminal defense is requested by a school district employee, the school board may, after consulting with its legal counsel, reimburse the employee for any costs and reasonable attorney fees incurred by the employee to defend criminal charges brought against the employee arising out of the performance of duties for the school district. The decision whether to reimburse shall be made in the school board's discretion. A school board member who is a witness or an alleged victim in the case may not vote on the reimbursement. If a quorum of the school board is disqualified from voting on the reimbursement, the reimbursement must be approved by a judge of the district court.

B. Students

The school district has an interest in maintaining a safe and healthful environment and in preventing disruption of the educational process. To promote that interest, the school district will take appropriate action regarding students convicted of crimes that relate to the school environment.

C. Criminal Investigations

1. The policy of the school district is to cooperate with law enforcement officials. The school district will make all efforts, however, to encourage law enforcement officials to question students and employees outside of school hours and off school premises unless extenuating circumstances exist, the matter being investigated is school-related, or as otherwise provided by law.

2. If questioning at school is unavoidable, the school district will attempt to maintain confidentiality to avoid embarrassment to students and employees and to avoid disruption of the educational program. The school district will

attempt to notify parents of a student under age 18 that police will be questioning their child. Normally, the superintendent, principal, or other appropriate school official will be present during the interview, except as otherwise required by law (Minnesota Statutes section 260E.22), or as otherwise determined in consultation with the parent or guardian.

D. Data Practices

The school district will release to juvenile justice and law enforcement authorities educational and personnel data only in accordance with Minnesota Statutes chapter 13 (Minnesota Government Data Practices Act) and 20 United States Code section 1232g (FERPA).

V. STATEMENTS WHEN LITIGATION IS PENDING

The school district recognizes that when a civil or criminal action is commenced or pending, parties to the lawsuit have particular duties in reference to persons involved or named in the lawsuit, as well as insurance carrier(s). Therefore, school board members or school district employees shall make or release statements in that situation only in consultation with legal counsel.

Legal References:
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 123B.02, Subd. 20 (Legal Counsel; Reimbursement)
Minn. Stat. § 123B.25(b) (Legal Actions Against Districts and Teachers)
Minn. Stat. § 260E.22 (Interviews)
Minn. Stat. § 466.07, Subd. 1 (Indemnification)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
42 U.S.C. § 1983 (Civil Action for Deprivation of Rights)
Minn. Op. Atty. Gen. 169 (Mar. 7, 1963)
Minn. Op. Atty. Gen. 169 (Nov. 3, 1943)
Dypress v. School Committee of Boston, 446 N.E.2d 1099 (Mass. App. Ct. 1983)
Wood v. Strickland, 420 U.S. 308(1975)

Cross References:
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 408 (Subpoena of a School District Employee)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

First Reading:
Second Reading:
Adopted:

201 LEGAL STATUS OF THE SCHOOL BOARD

I. PURPOSE

The care, management, and control of the schools is vested by statutory and constitutional authority in the school board. The school board shall carry out the mission of the school district with diligence, prudence, and dedication to the ideals of providing the finest public education. The purpose of this policy is to define the authority, duties, and powers of the school board in carrying out its mission.

II. GENERAL STATEMENT OF POLICY

A. The school board is the governing body of the school district. As such, the school board has responsibility for the care, management, and control over public schools in the school district.

B. Generally, elected members of the school board have binding authority only when acting as a school board legally in session, except where specific authority is provided to school board members or officers individually. Generally, the school board is not bound by an action or statement on the part of an individual school board member unless the action is specifically directed or authorized by the school board.

III. DEFINITION

"School board" means the governing body of the school district.

IV. ORGANIZATION AND MEMBERSHIP

A. The membership of the school board consists of seven elected members.

B. There may be other ex officio members of the school board as provided by law. The superintendent is an ex officio member.

C. A majority of voting members constitutes a quorum. The act of the majority of a quorum is the act of the school board.

V. ELECTIONS

A. Qualified voters of Duluth Public Schools shall elect members of the school board. Elections shall be held in accordance with prevailing law.

B. School Board general elections shall be held during the odd numbered years, on the first Tuesday after the first Monday in November. One election cycle shall elect four seats which include two at-large and one from School Board District 1 and one from School Board District 4. The following cycle shall elect three seats which includes one at-large and one from School Board District 2 and one from School Board District 3.

C. Any vacancy on the school board will be filled by the school board as required by state statute.

VI. TERMS OF OFFICE

A. Each elected school board member's term of office shall be four years.

B. Terms of office-shall begin/expire on the first Monday in January following the school board election. The clerk of the school board shall maintain a public record of terms of office for each school board member.

~~V~~VII. POWERS AND DUTIES

A. The school board has powers and duties specified by statute. The school board's authority includes implied powers in addition to specific powers granted by the legislature.

B. The school board exercises administrative functions. It also has certain powers of a legislative character and other powers of a quasi-judicial character.

C. The school board shall superintend and manage the schools of the school district; adopt rules for their organization, government, and instruction; prescribe textbooks and courses of study; and make and authorize contracts.

D. The school board shall have the general charge of the business of the school district, its facilities and property, and of the interest of the schools.

E. The school board, among other duties, shall perform the following in accordance with applicable law:

1. meet in regularly and specially called meetings and study sessions to consider and act on matters presented to theschool board as legitimate concerns of the staff or residents of Duluth Public Schools;

2. oversee the management of the school district by employing a superintendent who is directly accountable to the school board and serves as chief executive officer of the school system;

3. annually evaluate the performance of the superintendent;

4. establish policies for the operation of the school district that comply with federal and state laws'

5. approve the annual budget before the end of the current fiscal year.

~~1~~6. provide by levy of tax, necessary funds for the conduct of schools, the payment of indebtedness, and all proper expenses of the school district;

~~2~~7. conduct the business of the schools and pay indebtedness and proper expenses;

~~3~~8. employ and contract with necessary qualified teachers and discharge the same for cause;

~~4~~9. provide services to promote the health of its pupils;

~~5~~10. provide school buildings and erect needed buildings;

~~6~~11. purchase, sell, and exchange school district property and equipment as deemed necessary by the school board for school purposes;

~~7~~12. provide for payment of claims against the school district, and prosecute and defend actions by or against the school district, in all proper cases;

~~8~~13. employ and discharge necessary employees and contract for other services;

~~9~~14. provide for transportation of pupils to and from school, as governed by statute; and

~~10~~15. procure insurance against liability of the school district, its officers, and employees;

16. promote community engagement through communication with the public by providing information to and seeking input from stakeholders;

17. represent the school board and Duluth Public Schools as delegates or representatives on various committees and commissions as determined by the whole school board with final determination by the Chair;

18. develop annual continuous improvement goals for the school board and annually evaluate its performance.

F. The school board, at its discretion, may perform the following:

1. provide library facilities, public evening schools, adult and continuing education programs, summer school programs, and intersession classes of flexible school year programs;

2. furnish school lunches for pupils and teachers on such terms as the school board determines;

3. enter into agreements with one or more other independent school districts to provide for agreed upon educational services;

4. lease rooms or buildings for school purposes;

5. authorize the use of school facilities for community purposes that will not interfere with their use for school purposes;

6. authorize cocurricular and extracurricular activities;

7. receive, for the benefit of the school district, bequests, donations, or gifts for any proper purpose; and

8. perform other acts as the school board shall deem to be reasonably necessary or required for the governance of the schools.

Legal References:
Minn. Stat. § 123A.22 (Cooperative Centers for Vocational Education)
Minn. Stat. § 123B.02 (General Powers of Independent School Districts)
Minn. Stat. § 123B.09 (Boards of Independent School Districts)
Minn. Stat. § 123B.14 (Officers of Independent School Districts)
Minn. Stat. § 123B.23 (Liability Insurance; Officers and Employees)
Minn. Stat. § 123B.49 (Cocurricular and Extracurricular Activities; Insurance)
Minn. Stat. § 123B.51 (Schoolhouses and Sites; Uses for School and Nonschool Purposes; Closings)
Minn. Stat. § 123B.85 (Definitions)
Jensen v. Indep. Consol. Sch. Dist. No. 85, 160 Minn. 233 (1924)

Cross References:
MSBA/MASA Model Policy 101 (Legal Status of the School District)
MSBA/MASA Model Policy 202 (School Board Officers)
MSBA/MASA Model Policy 203 (Operation of the School Board -Governing Rules)
MSBA/MASA Model Policy 205 (Open Meetings and Closed Meetings)

Replacing: Policies 8000 & 9090
First Reading: 04.02.2024
Second Reading:
Adopted:

*Adopted:*_____ *MSBA/MASA Model Policy 201*
Orig. 1995
*Revised:*_____ *Rev. 2022*

201 LEGAL STATUS OF THE SCHOOL BOARD

I. PURPOSE

The care, management, and control of the schools is vested by statutory and constitutional authority in the school board. The school board shall carry out the mission of the school district with diligence, prudence, and dedication to the ideals of providing the finest public education. The purpose of this policy is to define the authority, duties, and powers of the school board in carrying out its mission.

II. GENERAL STATEMENT OF POLICY

A. The school board is the governing body of the school district. As such, the school board has responsibility for the care, management, and control over public schools in the school district.

B. Generally, elected members of the school board have binding authority only when acting as a school board legally in session, except where specific authority is provided to school board members or officers individually. Generally, the school board is not bound by an action or statement on the part of an individual school board member unless the action is specifically directed or authorized by the school board.

III. DEFINITION

"School board" means the governing body of the school district.

IV. ORGANIZATION AND MEMBERSHIP

A. The membership of the school board consists of ~~six~~ seven elected ~~directors~~ members, ~~or seven if the school board has submitted the question to the electors and a majority have approved a seven-member school board. The term of office is four years.~~

[Note: This number may be different for combining or consolidating school boards that are in a transition period.]

B. There may be other ex officio members of the school board as provided by law. The superintendent is an ex officio member.

C. A majority of voting members constitutes a quorum. The act of the majority of a quorum is the act of the school board.

V. POWERS AND DUTIES

A. The school board has powers and duties specified by statute. The school board's authority includes implied powers in addition to specific powers granted by the legislature.

B. The school board exercises administrative functions. It also has certain powers of a legislative character and other powers of a quasi-judicial character.

C. The school board shall superintend and manage the schools of the school district; adopt rules for their organization, government, and instruction; prescribe textbooks

and courses of study; and make and authorize contracts.

D. The school board shall have the general charge of the business of the school district, its facilities and property, and of the interest of the schools.

E. The school board, among other duties, shall perform the following in accordance with applicable law:

1. provide by levy of tax, necessary funds for the conduct of schools, the payment of indebtedness, and all proper expenses of the school district;

2. conduct the business of the schools and pay indebtedness and proper expenses;

3. employ and contract with necessary qualified teachers and discharge the same for cause;

4. provide services to promote the health of its pupils;

5. provide school buildings and erect needed buildings;

6. purchase, sell, and exchange school district property and equipment as deemed necessary by the school board for school purposes;

7. provide for payment of claims against the school district, and prosecute and defend actions by or against the school district, in all proper cases;

8. employ and discharge necessary employees and contract for other services;

9. provide for transportation of pupils to and from school, as governed by statute; and

10. procure insurance against liability of the school district, its officers, and employees.

F. The school board, at its discretion, may perform the following:

1. provide library facilities, public evening schools, adult and continuing education programs, summer school programs, and intersession classes of flexible school year programs;

2. furnish school lunches for pupils and teachers on such terms as the school board determines;

3. enter into agreements with one or more other independent school districts to provide for agreed upon educational services;

4. lease rooms or buildings for school purposes;

5. authorize the use of school facilities for community purposes that will not interfere with their use for school purposes;

6. authorize cocurricular and extracurricular activities;

7. receive, for the benefit of the school district, bequests, donations, or gifts for any proper purpose; and

8. perform other acts as the school board shall deem to be reasonably necessary

or required for the governance of the schools.

Legal References:
Minn. Stat. § 123A.22 (Cooperative Centers for Vocational Education)
Minn. Stat. § 123B.02 (General Powers of Independent School Districts)
Minn. Stat. § 123B.09 (Boards of Independent School Districts)
Minn. Stat. § 123B.14 (Officers of Independent School Districts)
Minn. Stat. § 123B.23 (Liability Insurance; Officers and Employees)
Minn. Stat. § 123B.49 (Cocurricular and Extracurricular Activities; Insurance)
Minn. Stat. § 123B.51 (Schoolhouses and Sites; Uses for School and Nonschool Purposes; Closings)
Minn. Stat. § 123B.85 (Definitions)
Jensen v. Indep. Consol. Sch. Dist. No. 85, 160 Minn. 233 (1924)

Cross References:
MSBA/MASA Model Policy 101 (Legal Status of the School District)
MSBA/MASA Model Policy 202 (School Board Officers)
MSBA/MASA Model Policy 203 (Operation of the School Board -Governing Rules)
MSBA/MASA Model Policy 205 (Open Meetings and Closed Meetings)

First Reading:

Adopted:_____ *MSBA/MASA Model Policy 201*
Orig. 1995
Revised:_____ *Rev.*
2022

201 LEGAL STATUS OF THE SCHOOL BOARD

I. PURPOSE

The care, management, and control of the schools is vested by statutory and constitutional authority in the school board. The school board shall carry out the mission of the school district with diligence, prudence, and dedication to the ideals of providing the finest public education. The purpose of this policy is to define the authority, duties, and powers of the school board in carrying out its mission.

II. GENERAL STATEMENT OF POLICY

A. The school board is the governing body of the school district. As such, the school board has responsibility for the care, management, and control over public schools in the school district.

B. Generally, elected members of the school board have binding authority only when acting as a school board legally in session, except where specific authority is provided to school board members or officers individually. Generally, the school board is not bound by an action or statement on the part of an individual school board member unless the action is specifically directed or authorized by the school board.

III. DEFINITION

"School board" means the governing body of the school district.

IV. ORGANIZATION AND MEMBERSHIP

A. The membership of the school board consists of six elected directors, or seven if the school board has submitted the question to the electors and a majority have approved a seven-member school board. The term of office is four years.

[Note: This number may be different for combining or consolidating school boards that are in a transition period.]

B. There may be other ex officio members of the school board as provided by law. The superintendent is an ex officio member.

C. A majority of voting members constitutes a quorum. The act of the majority of a quorum is the act of the school board.

V. POWERS AND DUTIES

A. The school board has powers and duties specified by statute. The school board's authority includes implied powers in addition to specific powers granted by the legislature.

B. The school board exercises administrative functions. It also has certain powers of a legislative character and other powers of a quasi-judicial character.

C. The school board shall superintend and manage the schools of the school district;

adopt rules for their organization, government, and instruction; prescribe textbooks and courses of study; and make and authorize contracts.

D. The school board shall have the general charge of the business of the school district, its facilities and property, and of the interest of the schools.

E. The school board, among other duties, shall perform the following in accordance with applicable law:

1. provide by levy of tax, necessary funds for the conduct of schools, the payment of indebtedness, and all proper expenses of the school district;

2. conduct the business of the schools and pay indebtedness and proper expenses;

3. employ and contract with necessary qualified teachers and discharge the same for cause;

4. provide services to promote the health of its pupils;

5. provide school buildings and erect needed buildings;

6. purchase, sell, and exchange school district property and equipment as deemed necessary by the school board for school purposes;

7. provide for payment of claims against the school district, and prosecute and defend actions by or against the school district, in all proper cases;

8. employ and discharge necessary employees and contract for other services;

9. provide for transportation of pupils to and from school, as governed by statute; and

10. procure insurance against liability of the school district, its officers, and employees.

F. The school board, at its discretion, may perform the following:

1. provide library facilities, public evening schools, adult and continuing education programs, summer school programs, and intersession classes of flexible school year programs;

2. furnish school lunches for pupils and teachers on such terms as the school board determines;

3. enter into agreements with one or more other independent school districts to provide for agreed upon educational services;

4. lease rooms or buildings for school purposes;

5. authorize the use of school facilities for community purposes that will not interfere with their use for school purposes;

6. authorize cocurricular and extracurricular activities;

7. receive, for the benefit of the school district, bequests, donations, or gifts for any proper purpose; and

8. perform other acts as the school board shall deem to be reasonably necessary or required for the governance of the schools.

Legal References: Minn. Stat. § 123A.22 (Cooperative Centers for Vocational Education)
Minn. Stat. § 123B.02 (General Powers of Independent School Districts)
Minn. Stat. § 123B.09 (Boards of Independent School Districts)
Minn. Stat. § 123B.14 (Officers of Independent School Districts)
Minn. Stat. § 123B.23 (Liability Insurance; Officers and Employees)
Minn. Stat. § 123B.49 (Extracurricular Activities; Insurance)
Minn. Stat. § 123B.51 (Schoolhouses and Sites; Uses for School and Nonschool Purposes; Closings)
Minn. Stat. § 123B.85 (Definitions)
Jensen v. Indep. Consol. Sch. Dist. No. 85, 160 Minn. 233 (1924)

Cross References: MSBA/MASA Model Policy 101 (Legal Status of the School District)
MSBA/MASA Model Policy 202 (School Board Officers)
MSBA/MASA Model Policy 203 (Operation of the School Board -Governing Rules)
MSBA/MASA Model Policy 205 (Open Meetings and Closed Meetings)

First Reading:

8000 GOAL AND FUNCTIONS OF THE SCHOOL BOARD

The goal of the School Board is to maintain a comprehensive set of quality educational programs and services for the school age youth of the School District that is both economically and operationally efficient and within the scope of the community's ability to support it. To achieve such a goal, the School Board recognizes the following functions as those to which it must most aggressively direct its attention:

1. The selection of a chief administrator, the Superintendent.
2. The establishment of policies and procedures by which the schools are administered.
3. The adoption of the budget and the enactment of provisions for the financing of the schools.
4. The acquisition and development of necessary property and the provision of supplies.
5. The appointment of necessary personnel to staff the varied services.
6. The appraisal of the work of the schools and adoption of plans for improvement and expansion.

Adopted: 10-09-1973 ISD 709
Revised: 06-20-1995 ISD 709

8005 PURPOSE AND ROLE OF THE SCHOOL BOARD

The School Board's chief concern is for the development, operation, and involvement in the Duluth Public Schools.

To achieve these goals, the School Board can make contributions by:

1. Selecting and supporting an able Superintendent.

2. Encouraging the Superintendent and all personnel to seek professional self development in areas beneficial to the School District.

3. Adopting goals and policies to guide efforts of the administration and professional staff.

4. Protecting the schools against domination by any one political party, religious group, "ism," or partisan reform movement.

5. Adopting a budget for the operation of the schools and provide necessary funds through channels authorized by law.

6. Auditing school operations and maintenance in terms of established goals and guidelines and take corrective action where necessary.

7. Providing adequate safeguards with respect to accounting for monies handled by the school system.

8. Actively pursuing a policy of keeping the community informed about the progress and needs of the schools.

9. Testing all School Board decisions against their probable effects and, to the extent that it is possible, actual results eventually attained.

10. Faithfully accepting the responsibilities and carrying out the duties delegated and assigned to the School Board by state law, regulations of the State Department of Education, decisions of the courts, and similar legal sources.

11. Providing an opportunity for citizen involvement in a learning and advisory situation through the appointment of citizens' advisory committees to study assigned areas of operation and make reports and recommendations to the School Board.

Adopted: 06-09-1970 ISD 709
Revised: 04-12-1977
06-20-1995 ISD 709

8060 OPERATIONAL RESPONSIBILITIES OF THE SCHOOL BOARD

The School Board, functioning within the framework of law, court decisions, attorney general's opinions, and similar mandates from state and federal levels of government, and recognizing the authority of the state, shall fulfill its mission as the governing body of a political subdivision by:

1. Enacting policy.
2. Providing for planning, expansion, improvement, financing, construction, and maintenance of the physical plant.
3. Prescribing minimum standards needed for the efficient operation and improvement of the School District.
4. Requiring the establishment and maintenance of records, accounts, archives, management methods and procedures incidental to the conduct of school business.
5. Approving the budget, financial reports, audits, major expenditures, payment of obligations, and policies whereby the administration may formulate procedures, regulations and other guides for the orderly accomplishment of business.
6. Estimating and levying taxes for the operation, support, maintenance, improvement, and extension of the school system.
7. Adopting courses of study.
8. Providing staff and instructional materials.
9. Evaluating the educational program to determine the effectiveness with which the schools are achieving educational goals.
10. Providing for dissemination of information relating to the schools.
11. Negotiating with legally recognized organizations representing employee groups of the School District.

The School Board shall concern itself primarily with broad questions of policy rather than the administrative details. The application of policies is an administrative task to be performed by the Superintendent and his/her staff, who shall be held responsible for the effective administration and supervision of the entire School District.

Adopted: 06-09-1970 ISD 709
Revised: 04-12-1977
06-20-1995 ISD 709

9005 - NUMBER OF MEMBERS AND TERMS OF OFFICE

The School District is governed by an elective School Board of seven qualified citizens who shall hold office for terms of four years. Elections shall be held on the first Tuesday after the first Monday in the month of November in odd numbered years. In the 2005 election and each four years thereafter, the four members whose terms expire shall be elected two at large and two from the four election districts heretofore established. In the election of 2007 and each four years thereafter, three members whose terms expire shall be elected, one at large and two from the remaining two of the four election districts heretofore established.

Legal References: Laws of MN, Chap 669
Laws of MN, 1973, Chap 281
MS 205.20

Adopted: 06-09-1970 ISD 709
Revised: 06-08-1976
06-20-1995
06-15-2004 ISD 709

9010 FILLING VACANCIES

A vacancy caused by a member being unable to serve on the School Board and attend its meetings for not less than 90 days because of illness or prolonged absence from the School District may, after the School Board has by resolution declared such vacancy to exist, be filled by the School Board at any regular or special meeting thereof for the remainder of the unexpired term, or until such ill or absent member is again able to resume duties as a member of the School Board, whichever date is earliest. When such ill or absent member is again able to resume duties as a member of the School Board, the School Board shall by resolution so determine and declare such person to be again a member of the School Board and the member appointed by the School Board to be no longer a member thereof.

Any other vacancy on the School Board shall be filled by School Board appointment at a regular or special meeting. The appointment shall be evidenced by a resolution entered in the minutes and shall continue until an election is held. All elections to fill vacancies shall be for the unexpired term. If the vacancy occurs before the first day to file affidavits of candidacy for the next School District general election and more than two years remain in the unexpired term, a special election shall be held in conjunction with the School District general election. The appointed person shall serve until the qualification of the successor elected to fill the unexpired part of the term at that special election. If the vacancy occurs on or after the first day to file affidavits of candidacy for the School District general election, or when less than two years remain in the unexpired term, there shall be no special election to fill the vacancy and the appointed person shall serve the remainder of the unexpired term and until a successor is elected and qualifies at the School District election.

Adopted: 06-09-1970 ISD 709
Revised: 03-08-1988
06-20-1995 ISD 709

9115 SCHOOL DISTRICT ELECTIONS

School District elections shall be held bi-annually in conjunction with the general municipal elections on the first Tuesday in November in odd-numbered years.

Legal Reference: Chapter 699, Laws of Minnesota 1969

Adopted: 06-09-1970 ISD 709
Revised: 06-08-1976
06-20-1995
05-19-2015
07-21-2015 ISD 709

9090 QUORUM FOR MEETINGS

At any regular or special meeting of the School Board, a majority of the membership of the School Board shall constitute a quorum. Action of the School Board shall be official only if a quorum is present.

Adopted: 06-09-1970 ISD 709
Revised: 07-20-1976
05-12-1987
06-20-1995 ISD 709

203 OPERATION OF THE SCHOOL BOARD – GOVERNING RULES

I. PURPOSE

The purpose of this policy is to provide governing rules for the conduct of meetings of the school board.

II. GENERAL STATEMENT OF POLICY

An orderly school board meeting allows school board members to participate in discussion and decision of school district issues. Rules of order allow school board members the opportunity to review school-related topics, discuss school business items, and bring matters to conclusion in a timely and consistent manner.

III. RULES OF ORDER

Rules of order for school board meetings shall be as follows:

A. Minnesota statutes where specified;

B. Specific rules of order as provided by the school board consistent with Minnesota statutes; and

C. *Robert's Rules of Order* (latest edition) where not inconsistent with A. and B., above.

Legal References: Minn. Stat. Ch. 13D (Open Meeting Law)
Minn. Stat. § 123B.09, Subds. 6, 7, and 10 (Boards of Independent School Districts)
Minn. Stat. § 123B.14 (Officers of Independent School Districts)

Cross References: None

First Reading: 04.02.2024
Second Reading:
Adopted:

*Adopted:*_____ *MSBA/MASA Model Policy 203*
Orig. 1995
*Revised:*_____ *Rev. 2009*

203 OPERATION OF THE SCHOOL BOARD – GOVERNING RULES

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~~[Note: The editions of Robert's Rules of Order differ, so specifying the edition used is important.]~~

Legal References: Minn. Stat. Ch. 13D (Open Meeting Law)
Minn. Stat. § 123B.09, Subds. 6, 7, and 10 (Boards of Independent School Districts)
Minn. Stat. § 123B.14 (Officers of Independent School Districts)

Cross References: None

First Reading:

*Adopted:*_____ *MSBA/MASA Model Policy 203*
Orig. 1995
*Revised:*_____ *Rev. 2009*

203 OPERATION OF THE SCHOOL BOARD – GOVERNING RULES

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Legal References: Minn. Stat. Ch. 13D (Open Meeting Law)
Minn. Stat. § 123B.09, Subds. 6, 7, and 10 (Boards of Independent School Districts)
Minn. Stat. § 123B.14 (Officers of Independent School Districts)

Cross References: None

First Reading:

203.1 SCHOOL BOARD PROCEDURES; RULES OF ORDER

I. PURPOSE

The purpose of this policy is to provide specific rules of order to conduct meetings of the school board.

II. GENERAL STATEMENT OF POLICY

To ensure that school board meetings are conducted in an orderly fashion, the school board will follow rules of order which will allow the school board:

A. To establish guidelines by which the business of the school board can be conducted in a regular and internally consistent manner;

B. To organize the meetings so all necessary matters can be brought to the school board and decisions of the school board can be made in an orderly and reasonable manner;

C. To insure that members of the school board have the necessary information to make decisions on substantive issues and to insure adequate discussion of decisions to be made; and

D. To insure that meetings and actions of the school board are conducted so as to be informative to the staff and the public, and to produce a clear record of actions taken and decisions made.

III. RULES OF ORDER

A. School board members need not rise to gain the recognition of the chair.

B. A motion will be adopted or carried if it receives the affirmative votes of a majority of those actually voting on the matter. Abstentions are considered to be acquiescence to the vote of the majority. It should be noted that some motions by statute or Robert's Rules of Order require larger numbers of affirmative votes.

C. All motions that require a second shall receive a second prior to opening the issue for discussion of the school board. If a motion that requires a second does not receive a second, the chair may declare that the motion fails for lack of a second or may provide the second. The names of the members making and seconding a motion shall be recorded in the minutes.

D. The chair shall decide the order in which school board members will be recognized to address an issue. An attempt should be made to alternate between pro and con positions if appropriate to the discussion. A member shall only speak to an issue after the member is recognized by the chair.

E. The chair shall rule on all questions relating to motions and points of order brought before the school board.

F. A ruling by the chair is subject to appeal to the full school board pursuant to Robert's Rules of Order.

G. The school board shall have authority to recognize any member of the audience regarding a request to be heard at the school board meeting. Members of the public who wish to be heard shall follow school board procedures.

H. The chair has the authority to declare a recess at any time for the purpose of restoring

decorum to the meeting or for any other necessary purpose.

I. The chair shall repeat a motion or the substance of a motion prior to the vote. The chair shall call for an affirmative and a negative vote on all motions.

J. The order in which names will be called for roll call votes will be determined by the school board.

K. The chair has the same right and responsibility as each school board member to vote on all issues.

L. The chair shall announce the result of each vote. The vote of each member, including abstentions, shall be recorded in the minutes. If the vote is unanimous, it may be reflected as unanimous in the minutes if the minutes also reflect the members present.

M. A majority of the voting members of the school board constitute a quorum. The absence of a quorum may be raised by the chair or any member. Generally, any action taken in the absence of a quorum is null and void. The only legal actions the school board may take in the absence of a quorum are to fix the time at which to adjourn, to adjourn, to recess or to take measures to obtain a quorum.

Legal References:
Minn. Stat. § 13D.01, Subd. 4 (Open Meeting Law)
Minn. Stat. § 122A.40 (Employment; Contracts; Termination)
Minn. Stat. § 123B.09, Subds. 6 and 7 (Boards of Independent School Districts)
Minn. Stat. § 126C.53 (Enabling Resolution; Form of Certificates of Indebtedness)
Minn. Stat. § 331A.01, Subd. 6 (Newspapers; Definitions)
Minn. Stat. § 331A.04, Subd. 6 (Newspapers; Exception to Designation Priority)
Minn. Stat. § 471.88 (Exceptions)

Cross References:
MSBA/MASA Model Policy 203 (Operation of the School Board – Governing Rules)
MSBA/MASA Model Policy 204 (School Board Meeting Minutes)
MSBA/MASA Model Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)
MSBA/MASA Model Policy 207 (Public Hearings)

First Reading: 04.02.2024
Second Reading:
Adopted:

*Adopted:*_____ *MSBA/MASA Model Policy 203.1*
Orig. 1997
*Revised:*_____ *Rev. 1999*

203.1 SCHOOL BOARD PROCEDURES; RULES OF ORDER

I. PURPOSE

The purpose of this policy is to provide specific rules of order to conduct meetings of the school board.

II. GENERAL STATEMENT OF POLICY

To ensure that school board meetings are conducted in an orderly fashion, the school board will follow rules of order which will allow the school board:

A. To establish guidelines by which the business of the school board can be conducted in a regular and internally consistent manner;

B. To organize the meetings so all necessary matters can be brought to the school board and decisions of the school board can be made in an orderly and reasonable manner;

C. To insure that members of the school board have the necessary information to make decisions on substantive issues and to insure adequate discussion of decisions to be made; and

D. To insure that meetings and actions of the school board are conducted so as to be informative to the staff and the public, and to produce a clear record of actions taken and decisions made.

III. RULES OF ORDER

A. School board members need not rise to gain the recognition of the chair.

B. A motion will be adopted or carried if it receives the affirmative votes of a majority of those actually voting on the matter. Abstentions are considered to be acquiescence to the vote of the majority. It should be noted that some motions by statute or Robert's Rules of Order require larger numbers of affirmative votes.

C. All motions that require a second shall receive a second prior to opening the issue for discussion of the school board. If a motion that requires a second does not receive a second, the chair may declare that the motion fails for lack of a second or may provide the second. The names of the members making and seconding a motion shall be recorded in the minutes.

D. The chair shall decide the order in which school board members will be recognized to address an issue. An attempt should be made to alternate between pro and con positions if appropriate to the discussion. A member shall only speak to an issue after the member is recognized by the chair.

E. The chair shall rule on all questions relating to motions and points of order brought before the school board.

F. A ruling by the chair is subject to appeal to the full school board pursuant to Robert's Rules of Order.

G. The school board shall have authority to recognize any member of the audience regarding a request to be heard at the school board meeting. Members of the public who wish to be heard shall follow school board procedures.

H. The chair has the authority to declare a recess at any time for the purpose of restoring decorum to the meeting or for any other necessary purpose.

I. The chair shall repeat a motion or the substance of a motion prior to the vote. The chair shall call for an affirmative and a negative vote on all motions.

J. The order in which names will be called for roll call votes will be determined by the school board.

[Note: The school board may choose to include in the policy a method of calling the roll.]

K. The chair has the same right and responsibility as each school board member to vote on all issues.

L. The chair shall announce the result of each vote. The vote of each member, including abstentions, shall be recorded in the minutes. If the vote is unanimous, it may be reflected as unanimous in the minutes if the minutes also reflect the members present.

M. A majority of the voting members of the school board constitute a quorum. The absence of a quorum may be raised by the chair or any member. Generally, any action taken in the absence of a quorum is null and void. The only legal actions the school board may take in the absence of a quorum are to fix the time at which to adjourn, to adjourn, to recess or to take measures to obtain a quorum.

[Note: In addition, school boards may have other rules or local customs they wish to incorporate to reflect their normal processes and procedures.]

Legal References:
Minn. Stat. § 13D.01, Subd. 4 (Open Meeting Law)
Minn. Stat. § 122A.40 (Employment; Contracts; Termination)
Minn. Stat. § 123B.09, Subds. 6 and 7 (Boards of Independent School Districts)
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MSBA/MASA Model Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)
MSBA/MASA Model Policy 207 (Public Hearings)

203.6 CONSENT AGENDAS

I. PURPOSE

The purpose of this policy is to allow the use of a consent agenda.

II. GENERAL STATEMENT OF POLICY

In order for a more efficient administration of school board meetings, the school board may elect to use a consent agenda for the passage of noncontroversial items or items of a similar nature.

III. CONSENT AGENDAS

A. The superintendent, in consultation with the school board chair, may place items on the consent agenda. By using a consent agenda, the school board has consented to the consideration of certain items as a group under one motion. Should a consent agenda be used, an appropriate amount of discussion time will be allowed to review any item upon request.

B. Consent items are those which usually do not require discussion or explanation prior to school board action, are noncontroversial and/or similar in content, or are those items which have already been discussed and/or explained and do not require further discussion or explanation. Such agenda items might include ministerial tasks such as, but not limited to, the approval of the agenda, approval of previous minutes, approval of bills, approval of reports, etc. These items might also include similar groups of decisions such as, but not limited to, approval of staff contracts, approval of maintenance details for the school district buildings and grounds or approval of various schedules.

C. Items shall be removed from the consent agenda by a timely request by an individual school board member for independent consideration. A request is timely if made prior to the vote on the consent agenda. The request does not require a second or a vote by the school board. An item removed from the consent agenda will then be discussed and acted on separately immediately following the consideration of the consent agenda.

D. Consent agenda items are approved en masse by one vote of the school board. The consent agenda items shall be separately recorded in the minutes.

Legal References: Minn. Stat. § 123B.09, Subd. 7 (Boards of Independent School Districts)

Cross References: MSBA/MASA Model Policy 203.2 (Order of the Regular School Board Meeting)
MSBA/MASA Model Policy 203.5 (School Board Meeting Agenda)
MSBA/MASA Model Policy 204 (School Board Meeting Minutes)

First Reading: 04.02.2024
Second Reading:
Adopted:

*Adopted:*_____ *MSBA/MASA Model Policy 203.6*
Orig. 1997
*Revised:*_____ *Rev. 1999*

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I. PURPOSE

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II. GENERAL STATEMENT OF POLICY

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C. Items shall be removed from the consent agenda by a timely request by an individual school board member for independent consideration. A request is timely if made prior to the vote on the consent agenda. The request does not require a second or a vote by the school board. An item removed from the consent agenda will then be discussed and acted on separately immediately following the consideration of the consent agenda.

D. Consent agenda items are approved en masse by one vote of the school board. The consent agenda items shall be separately recorded in the minutes.

Legal References: Minn. Stat. § 123B.09, Subd. 7 (Boards of Independent School Districts)

Cross References: MSBA/MASA Model Policy 203.2 (Order of the Regular School Board Meeting)
MSBA/MASA Model Policy 203.5 (School Board Meeting Agenda)
MSBA/MASA Model Policy 204 (School Board Meeting Minutes)

209 CODE OF ETHICS

I. PURPOSE

The purpose of this policy is to assist the individual school board member in understanding his or her role as part of a school board and in recognizing the contribution that each member must make to develop an effective and responsible school board.

II. GENERAL STATEMENT OF POLICY

Each school board member shall follow the code of ethics stated in this policy.

A. AS A MEMBER OF THE SCHOOL BOARD, I WILL:

1. Attend school board meetings.
2. Come to the meetings prepared for discussion of the agenda items.
3. Listen to the opinions and views of others (including, but not limited to, other school board members, administration, staff, students, and community members).
4. Vote my conscience after informed discussion, unless I abstain because a conflict of interest exists.
5. Support the decision of the school board, even if my position concerning the issue was different.
6. Recognize the integrity of my predecessors and associates and appreciate their work.
7. Be primarily motivated by a desire to provide the best possible education for the students of my school district.
8. Inform myself about the proper duties and functions of a school board member.

B. IN PERFORMING THE PROPER FUNCTIONS OF A SCHOOL BOARD MEMBER, I WILL:

1. Focus on education policy as much as possible.
2. Remember my responsibility is to set policy – not to implement policy.
3. Consider myself a trustee of public education and do my best to protect, conserve, and advance its progress.
4. Recognize that my responsibility, exercised through the actions of the school board as a whole, is to see that the schools are properly run – not to run them myself.
5. Work through the superintendent – not over or around the superintendent.
6. Delegate the implementation of school board decisions to the superintendent.

C. TO MAINTAIN RELATIONS WITH OTHER MEMBERS OF THE SCHOOL BOARD, I WILL:

1. Respect the rights of others to have and express opinions.

2. Recognize that authority rests with the school board in legal session – not with the individual members of the school board except as authorized by law.

3. Make no disparaging remarks, in or out of school board meetings, about other members of the school board or their opinions.

4. Keep an open mind about how I will vote on any proposition until the board has met and fully discussed the issue.

5. Make decisions by voting in school board meetings after all sides of debatable questions have been presented.

6. Insist that committees be appointed to serve only in an advisory capacity to the school board.

D. IN MEETING MY RESPONSIBILITIES TO MY COMMUNITY, I WILL:

1. Attempt to appraise and plan for both the present and future educational needs of the school district and community.

2. Attempt to obtain adequate financial support for the school district's programs.

3. Insist that business transactions of the school district be ethical and open.

4. Strive to uphold my responsibilities and accountability to the taxpayers in my school district.

E. IN WORKING WITH THE SUPERINTENDENT OF SCHOOLS AND STAFF, I WILL:

1. Hold the superintendent responsible for the administration of the school district.

2. Give the superintendent authority commensurate with his or her responsibilities.

3. Assure that the school district will be administered by the best professional personnel available.

4. Consider the recommendation of the superintendent in hiring all employees.

5. Participate in school board action after considering the recommendation of the superintendent and only after the superintendent has furnished adequate information supporting the recommendation.

6. Insist the superintendent keep the school board adequately informed at all times.

7. Offer the superintendent counsel and advice.

8. Recognize the status of the superintendent as the chief executive officer and a non-voting, ex officio member of the school board.

9. Refer all complaints to the proper administrative officer or insist that they be presented in writing to the whole school board for proper referral according to the chain of command.

10. Present any personal criticisms of employees to the superintendent.

11. Provide support for the superintendent and employees of the school district so they may perform their proper functions on a professional level.

F. IN FULFILLING MY LEGAL OBLIGATIONS AS A SCHOOL BOARD MEMBER, I WILL:

1. Comply with all federal, state, and local laws relating to my work as a school board member.

2. Comply with all school district policies as adopted by the school board.

3. Abide by all rules and regulations as promulgated by the Minnesota Department of Education and other state and federal agencies with jurisdiction over school districts.

4. Recognize that school district business may be legally transacted only in an open meeting of the school board.

5. Avoid conflicts of interest and refrain from using my school board position for personal gain.

6. Take no private action that will compromise the school board or administration.

7. Guard the confidentiality of information that is protected under applicable law.

Legal References: Minn. Stat. § 123B.02, Subd. 1 (General Powers of Independent School Districts)
Minn. Stat. § 123B.09 (Boards of Independent School Districts)
Minn. Stat. § 123B.143, Subd. 1 (Superintendent)

Cross References: None

Replacing: Policy 8050
First Reading: 06-16-2015
Adopted: 07-21-2015
04-19-2016 ISD 709 (Renumbered only)
Updated: 02-27-2018
First Reading: 06-07-2022
Second Reading: 08-04-2022
Review:

210 CONFLICT OF INTEREST – SCHOOL BOARD MEMBERS

I. PURPOSE

The purpose of this policy is to observe state statutes regarding conflicts of interest and to engage in school district business activities in a fashion designed to avoid any conflict of interest or the appearance of impropriety.

II. GENERAL STATEMENT OF POLICY

It is the policy of the school board to contract for goods and services in conformance with statutory conflict of interest laws and in a manner that will avoid any conflict of interest or the appearance thereof. Accordingly, the school board will contract under the statutory exception provisions only when it is clearly in the best interest of the school district because of limitations that may exist on goods or services otherwise available to the school district.

III. GENERAL PROHIBITIONS AND RECOGNIZED STATUTORY EXCEPTIONS

A. A school board member who is authorized to take part in any manner in making any sale, lease, or contract in his or her official capacity shall not voluntarily have a personal financial interest in that sale, lease, or contract or personally benefit financially therefrom.

B. In the following circumstances, however, the school board may as an exception, by unanimous vote, contract for goods or services with a school board member of the school district:

1. In the designation of a bank or savings association, in which a school board member is interested, as an authorized depository for school district funds and as a source of borrowing, provided such deposited funds are protected in accordance with Minnesota Statutes chapter 118A. Any school board member having said interest shall disclose that interest and the interest shall be entered upon the school board minutes. Disclosure shall be made when such bank or savings association is first designated as a depository or source of borrowing, or when such school board member is elected, whichever is later. Disclosure serves as notice of the interest and need only be made once;

2. The designation of an official newspaper, or publication of official matters therein, in which the school board member is interested when it is the only newspaper complying with statutory requirements relating to the designation or publication;

3. A contract with a cooperative association of which the school board member is a shareholder or stockholder but not an officer or manager;

4. A contract for which competitive bids are not required by law. A contract made under this exception will be void unless the following procedures are observed:

   a. The school board shall authorize the contract in advance of its performance by adopting a resolution setting out the essential facts and determining that the contract price is as low as or lower than the price at which the goods or services could be obtained elsewhere.

   b. In the case of an emergency when the contract cannot be authorized in advance, payment of the claims must be authorized by a like resolution wherein the facts of the emergency are also stated.

   c. Before a claim is paid, the interested school board member shall file with the clerk of the school board an affidavit stating:

(1) The name of the school board member and the office held;

(2) An itemization of the goods or services furnished;

(3) The contract price;

(4) The reasonable value;

(5) The interest of the school board member in the contract; and

(6) That to the best of the school board member's knowledge and belief, the contract price is as low as, or lower than, the price at which the goods or services could be obtained from other sources.

5. A school board member may contract with the school district to provide construction materials or services, or both, when the sealed bid process is used. When the contract comes before the school board for consideration, the interested school board member may not vote on the contract. (***Note**: This section applies only when the school district has a population of 1,000 or less according to the last federal census*.)

6. A school board member may rent space in a public facility at a rate commensurate with that paid by other members of the public.

C. In the following circumstances, the school board may as an exception, by majority vote at a meeting at which all school board members are present, contract for services with a school board member of the school district: A school board member may be newly employed or may continue to be employed by the school district as an employee only if there is a reasonable expectation on July 1, or at the time the contract is entered into or extended, that the amount to be earned by that school board member under that contract or employment relationship, will not exceed $20,000 in that fiscal year. If the school board member does not receive majority approval to be initially employed or to continue in employment at a meeting at which all school board members are present, that employment is immediately terminated and that school board member has no further rights to employment while serving as a school board member in the school district.

D. The school board may contract with a class of school district employees, such as teachers or custodians, when the spouse of a school board member is a member of the class of employees contracting with the school board and the employee spouse receives no special monetary or other benefit that is substantially different from the benefits that other members of the class receive under the employment contract. For the school board to invoke this exception, it must have a majority of disinterested school board members vote to approve the contract, direct the school board member spouse to abstain from voting to approve the contract, and publicly set out the essential facts of the contract at the meeting in which the contract is approved.

IV. LIMITATIONS ON RELATED EMPLOYEES

A. The school board must hire or dismiss teachers only at duly called meetings. When a husband and wife, brother and sister, or two brothers or sisters, constitute a quorum, no contract employing a teacher may be made or authorized except upon the unanimous vote of the full school board.

B. The school board may not employ any teacher related by blood or marriage to a school board member, within the fourth degree as computed by the civil law, except by a unanimous vote of the full school board.

V. CONFLICTS PRIOR TO TAKING OFFICE

A school board member with personal financial interest in a sale, lease, or contract with the school district which was entered before the school board member took office and presents an actual or potential conflict of interest, shall immediately notify the school board of such interest. It shall thereafter be the responsibility of the school board member to refrain from participating in any action relating to the sale, lease, or contract. At the time of renewal of any such sale, lease, or contract, the school board may enter into or renew such sale, lease, or contract only if it falls within one of the enumerated exceptions for contracts relating to goods or services provided above and if the procedures provided in this policy are followed.

VI. DETERMINATION AS TO WHETHER A CONFLICT OF INTEREST EXISTS

The determination as to whether a conflict of interest exists is to be made by the school board. Any school board member who has an actual or potential conflict shall notify the school board of such conflict immediately. The school board member shall thereafter cooperate with the school board as necessary for the school board to make its determination.

Legal References: Minn. Stat. § 122A.40, Subd. 3 (Employment; Contracts; Termination)
Minn. Stat. § 123B.195 (Board Member's Right to Employment)
Minn. Stat. § 471.87 (Public Officers, Interest in Contract; Penalty)
Minn. Stat. § 471.88, Subds. 2, 3, 4, 5, 12, 13, and 21 (Exceptions)
Minn. Stat. § 471.89 (Contract, When Void)
Op. Atty. Gen. 437-A-4, March 15, 1935
Op. Atty. Gen. 90-C-5, July 30, 1940
Op. Atty. Gen. 90-A, August 14, 1957

Cross References: MSBA/MASA Model Policy 101 (Legal Status of the School Board)
MSBA/MASA Model Policy 209 (Code of Ethics)

Replacing: Policy 8045
Immediate Adoption: 08.16.2022
Review:

212 SCHOOL BOARD MEMBER DEVELOPMENT ~~AND TRAVEL/EXPENSE REIMBURSEMENT BYLAW~~

I. PURPOSE

In recognition of the need for continuing in-service training and development for its members, the purpose of this ~~Bylaw~~ policy is to encourage the members of the school board to participate in professional development activities designed for them so that they may perform their responsibilities.

II. GENERAL STATEMENT OF BYLAW

A. New school board members will be provided the opportunity and encouragement to attend the orientation and training sessions sponsored by the Minnesota School Boards Association (MSBA). School board members shall receive training in school finance and management developed in consultation with MSBA.

B. All school board members are encouraged to participate in school board and related workshops and activities sponsored by local, state, and national school boards associations, as well as in the activities of other educational groups.

C. School board members are expected to report back to the school board with materials of interest gathered at the various meetings and workshops.

D. The school board will reimburse the reasonable and necessary expenses of all school board members who attend meetings and conventions pertaining to school activities and the objectives of the school board, within the approved policy and budget allocations of the school district relating to the reimbursement of expenses involving the attendance at workshops and conventions. All travel and development expenses for which the member intends to seek reimbursement from the school district should be preapproved by the school board.

Legal References: Minn. Stat. § 123B.09, Subd. 2 (~~School Board Member Training~~ Boards of Independent School Districts)

Cross References: MSBA/MASA Model Policy 214 (Out-of-State Travel by School Board Members)
MSBA/MASA Model Policy 412 (Expense Reimbursement)

Replacing: Policies 8020, 8025, 8115
First Reading: 11-17-2015
Adopted: 12-15-2015 ISD709
Updated: 02-27-2018
Reviewed: 05-15-2018 (no changes)
Reviewed:

212 - SCHOOL BOARD MEMBER DEVELOPMENT AND TRAVEL/EXPENSE REIMBURSEMENT BYLAW

I. PURPOSE

In recognition of the need for continuing in-service training and development for its members, the purpose of this Bylaw is to encourage the members of the school board to participate in professional development activities designed for them so that they may perform their responsibilities.

II. GENERAL STATEMENT OF BYLAW

A. New school board members will be provided the opportunity and encouragement to attend the orientation and training sessions sponsored by the Minnesota School Boards Association (MSBA). School board members shall receive training in school finance and management developed in consultation with MSBA.

B. All school board members are encouraged to participate in school board and related workshops and activities sponsored by local, state, and national school boards associations, as well as in the activities of other educational groups.

C. School board members are expected to report back to the school board with materials of interest gathered at the various meetings and workshops.

D. The school board will reimburse the reasonable and necessary expenses of all school board members who attend meetings and conventions pertaining to school activities and the objectives of the school board, within the approved policy and budget allocations of the school district relating to the reimbursement of expenses involving the attendance at workshops and conventions. All travel and development expenses for which the member intends to seek reimbursement from the school district should be preapproved by the school board.

Legal References: Minn. Stat. § 123B.09, Subd. 2 (School Board Member Training)

Cross References: MSBA/MASA Model Policy 214 (Out-of-State Travel by School Board Members)
MSBA/MASA Model Policy 412 (Expense Reimbursement)

Replacing: Policies 8020, 8025, 8115
First Reading: 11-17-2015
Adopted: 12-15-2015 ISD709
Updated: 02-27-2018
Reviewed: 05-15-2018 (no changes)

Adopted:_____

Revised:_____

MSBA/MASA Model Policy 212
Orig. 1995
Rev. 2022

212 SCHOOL BOARD MEMBER DEVELOPMENT

I. PURPOSE

In recognition of the need for continuing in-service training and development for its members, the purpose of this policy is to encourage the members of the school board to participate in professional development activities designed for them so that they may perform their responsibilities.

II. GENERAL STATEMENT OF POLICY

A. New school board members will be provided the opportunity and encouragement to attend the orientation and training sessions sponsored by the Minnesota School Boards Association (MSBA). School board members shall receive training in school finance and management developed in consultation with MSBA.

B. All school board members are encouraged to participate in school board and related workshops and activities sponsored by local, state, and national school boards associations, as well as in the activities of other educational groups.

C. School board members are expected to report back to the school board with materials of interest gathered at the various meetings and workshops.

D. The school board will reimburse the necessary expenses of all school board members who attend meetings and conventions pertaining to school activities and the objectives of the school board, within the approved policy and budget allocations of the school district relating to the reimbursement of expenses involving the attendance at workshops and conventions.

Legal References: Minn. Stat. § 123B.09, Subd. 2 (Boards of Independent School Districts)

Cross References: MSBA/MASA Model Policy 214 (Out-of-State Travel by School Board Members)
MSBA/MASA Model Policy 412 (Expense Reimbursement)

213 SCHOOL BOARD COMMITTEES ~~BYLAW~~

I. PURPOSE

The purpose of this ~~Bylaw~~ policy is to provide for the structure and the operation of committees or subcommittees of the school board.

II. GENERAL STATEMENT OF ~~BYLAW~~ POLICY

A. It is the policy of the school board to designate school board committees or subcommittees when it is determined that a committee process facilitates the mission of the school board.

~~B. The school board has determined that certain permanent standing committees, as described in this policy, do facilitate the operation of the school board and the school district.~~

B ~~C~~. A school board committee or subcommittee will be formed by school board resolution which shall outline the duties and purpose of the committee or subcommittee.

C. The school board may call a Committee of the Whole meeting for the purpose of discussing pending topics. As these meetings are structured to be discussion meetings, no formal action will be taken by the school board on any topic and the school board will not take voting action during a Committee of the Whole meeting.

D. A committee or subcommittee is advisory in nature and has only such authority as specified by the school board.

E. The school board will receive reports or recommendations from a committee or subcommittee for consideration. The school board, however, retains the right and has the duty to make all final decisions related to such reports or recommendations.

F. The school board also may establish such ad hoc committees for specific purposes as it deems appropriate.

G. The school board reserves the right to limit, create or abolish any standing or ad hoc committee as it deems appropriate.

H. A committee of the school board shall not appoint a subcommittee of that committee without approval of the school board.

III. APPOINTMENT OF COMMITTEES

~~A. The school board hereby appoints the following standing committees:~~

~~1. Audit.~~
~~2. Policy.~~
~~3. Building and Grounds.~~
~~4. Negotiations Commmittee(s) for various employee groups.~~

A ~~B~~. The school board will establish, by resolution, for each standing or ad hoc committee the number of members, ~~the term and the charge or mission of each such committee~~ and the membership term.

B ~~C~~. The school board chair shall appoint the members of each standing or ad hoc committee and designate the chair thereof.

IV. PROCEDURES FOR SCHOOL BOARD COMMITTEES

A. All meetings of committees or subcommittees shall be open to the public in compliance with the Open Meeting Law, and notice shall be given as prescribed by law.

B. A committee or subcommittee shall act only within the guidelines and mission established for that committee or subcommittee by the school board.

C. Actions of a committee or subcommittee shall be ~~by majority vote and be consistent~~ with the governing rules of the school board.

D. The power of a committee or subcommittee of the school board is advisory only and is limited to making recommendations to the school board.

E. A committee or subcommittee of the school board shall, when appropriate, clarify in any dealings with the public that its powers are only advisory to the school board.

Legal References: Minn. Stat. Ch. 13D (Open Meeting Law)

Cross References: MSBA/MASA Model Policy 201 (Legal Status of the School Board)
MSBA/MASA Model Policy 203 (Operation of the School Board – Governing Rules)
MSBA ~~Service Manual,~~ Chapter 13, School Law Bulletin "C" (Minnesota's Open Meeting Law)

Replaces: 8015, 9020, 9025, 9030,9035,9040,9045
First Reading: 03-21-2017 ISD 709
Adopted: 04-18-2017 ISD 709
Updated: 02-27-2018
Updated: 02-24-2020

213 SCHOOL BOARD COMMITTEES BYLAW

I. PURPOSE

The purpose of this Bylaw is to provide for the structure and the operation of committees or subcommittees of the school board.

II. GENERAL STATEMENT OF BYLAW

A. It is the policy of the school board to designate school board committees or subcommittees when it is determined that a committee process facilitates the mission of the school board.

B. A school board committee or subcommittee will be formed by school board resolution which shall outline the duties and purpose of the committee or subcommittee.

C. The school board may call a Committee of the Whole meeting for the purpose of discussing pending topics. As these meetings are structured to be discussion meetings, no formal action will be taken by the school board on any topic and the school board will not take voting action during a Committee of the Whole meeting.

D. A committee or subcommittee is advisory in nature and has only such authority as specified by the school board.

E. The school board will receive reports or recommendations from a committee or subcommittee for consideration. The school board, however, retains the right and has the duty to make all final decisions related to such reports or recommendations.

F. The school board also may establish such ad hoc committees for specific purposes as it deems appropriate.

G. The school board reserves the right to limit, create or abolish any standing or ad hoc committee as it deems appropriate.

H. A committee of the school board shall not appoint a subcommittee of that committee without approval of the school board.

III. APPOINTMENT OF COMMITTEES

A. The school board will establish, by resolution, for each standing or ad hoc committee the number of members and the membership term.

B. The school board chair shall appoint the members of each standing or ad hoc committee and designate the chair thereof.

IV. PROCEDURES FOR SCHOOL BOARD COMMITTEES

A. All meetings of committees or subcommittees shall be open to the public in compliance with the Open Meeting Law, and notice shall be given as prescribed by law.

B. A committee or subcommittee shall act only within the guidelines and mission established for that committee or subcommittee by the school board.

C. Actions of a committee or subcommittee shall be consistent with the governing rules of the school board.

D. The power of a committee or subcommittee of the school board is advisory only and is limited to making recommendations to the school board.

E. A committee or subcommittee of the school board shall, when appropriate, clarify in any dealings with the public that its powers are only advisory to the school board.

Legal References: Minn. Stat. Ch. 13D (Open Meeting Law)

Cross References: MSBA/MASA Model Policy 201 (Legal Status of the School Board)
MSBA/MASA Model Policy 203 (Operation of the School Board – Governing Rules)

MSBA Service Manual, Chapter 13, School Law Bulletin "C" (Minnesota's Open Meeting Law)

Replaces: 8015, 9020, 9025, 9030,9035,9040,9045
First Reading: 03-21-2017 ISD 709
Adopted: 04-18-2017 ISD 709
Updated: 02-27-2018
Updated: 02-24-2020

Adopted:_____

Revised:_____

MSBA/MASA Model Policy 213
Orig. 1996
Rev. 2007

213 SCHOOL BOARD COMMITTEES

[Note: Many school boards utilize either standing or ad hoc committees, or both. On the other hand, some school boards avoid the use of committees for the most part because of the danger of fragmentation of the governance process. The objective of this policy is to provide a framework for those school boards which elect to utilize committees or subcommittees. Further, this policy is designed to apply only to committees or subcommittees made up of elected school board members. Other considerations will apply to committees established by the school board involving members of the public, employees, students, parents, etc.]

I. PURPOSE

The purpose of this policy is to provide for the structure and the operation of committees or subcommittees of the school board.

II. GENERAL STATEMENT OF POLICY

A. It is the policy of the school board to designate school board committees or subcommittees when it is determined that a committee process facilitates the mission of the school board.

B. The school board has determined that certain permanent standing committees, as described in this policy, do facilitate the operation of the school board and the school district.

C. A school board committee or subcommittee will be formed by school board resolution which shall outline the duties and purpose of the committee or subcommittee.

D. A committee or subcommittee is advisory in nature and has only such authority as specified by the school board.

E. The school board will receive reports or recommendations from a committee or subcommittee for consideration. The school board, however, retains the right and has the duty to make all final decisions related to such reports or recommendations.

F. The school board also may establish such ad hoc committees for specific purposes as it deems appropriate.

G. The school board reserves the right to limit, create or abolish any standing or ad hoc committee as it deems appropriate.

H. A committee of the school board shall not appoint a subcommittee of that committee without approval of the school board.

III. APPOINTMENT OF COMMITTEES

A. The school board hereby appoints the following standing committees:

1. Audit.

2. Policy.

3. Building and Grounds.

4. Negotiations Committee(s) for various employee groups.

[Note: Each school district should determine which, if any, standing committees the school board wishes to establish.]

B. The school board will establish, by resolution, for each standing or ad hoc committee the number of members, the term and the charge or mission of each such committee.

C. The school board chair shall appoint the members of each standing or ad hoc committee and designate the chair thereof.

IV. PROCEDURES FOR SCHOOL BOARD COMMITTEES

A. All meetings of committees or subcommittees shall be open to the public in compliance with the Open Meeting Law, and notice shall be given as prescribed by law.

B. A committee or subcommittee shall act only within the guidelines and mission established for that committee or subcommittee by the school board.

C. Actions of a committee or subcommittee shall be by majority vote and be consistent with the governing rules of the school board.

D. The committee or subcommittee shall designate a secretary who will record the minutes of actions of the school board committee.

E. The power of a committee or subcommittee of the school board is advisory only and is limited to making recommendations to the school board.

F. A committee or subcommittee of the school board shall, when appropriate, clarify in any dealings with the public that its powers are only advisory to the school board.

Legal References: Minn. Stat. Ch. 13D (Open Meeting Law)

Cross References: MSBA/MASA Model Policy 201 (Legal Status of the School Board)
MSBA/MASA Model Policy 203 (Operation of the School Board – Governing Rules)
MSBA School Law Bulletin "C" (Minnesota's Open Meeting Law)

214 OUT-OF-STATE TRAVEL BY SCHOOL BOARD MEMBERS ~~BYLAW~~

I. PURPOSE

The purpose of this ~~Bylaw~~ policy is to control out-of-state travel by school board members as required by law.

II. GENERAL STATEMENT OF BYLAW

School board members have an obligation to become informed on the proper duties and functions of a school board member, to become familiar with issues that may affect the school district, to acquire a basic understanding of school finance and budgeting, and to acquire sufficient knowledge to comply with federal, state, and local laws, rules, regulations, and school district policies that relate to their functions as school board members. Occasionally, it may be appropriate for school board members to travel out of state to fulfill their obligations.

III. APPROPRIATE TRAVEL

Travel outside the state is appropriate when the school board finds it proper for school board members to acquire knowledge and information necessary to allow them to carry out their responsibilities as school board members. Travel to regional or national meetings of the National School Boards Association is presumed to fulfill this purpose. Travel to all ~~other~~ out-of-state meetings for which the member intends to seek reimbursement from the school district should be preapproved by the school board.

IV. REIMBURSABLE EXPENSES

Expenses to be reimbursed may include transportation, meals, lodging, registration fees, required materials, parking fees, tips, and other reasonable and necessary school district-related travel expenses.

V. REIMBURSEMENT

A. Requests for reimbursement must be itemized on the official school district form and are to be submitted to the designated administrator. Receipts for lodging, commercial transportation, registration, and other reasonable and necessary expenses must be attached to the reimbursement form.

B. Automobile travel shall be reimbursed at the mileage rate set by the Internal Revenue Service ~~school board~~. Commercial transportation shall reflect economy fares and shall be reimbursed only for the actual cost of the trip.

C. Amounts to be reimbursed shall be within the school board's approved budget allocations, including attendance at workshops and conventions.

VI. ESTABLISHMENT OF DIRECTIVES AND GUIDELINES

The superintendent shall develop a schedule of reimbursement rates for school district business expenses, including those expenses requiring advance approval and specific rates of reimbursement. The superintendent shall also develop directives and guidelines to address methods and times for submission of requests for reimbursement.

Legal References: Minn. Stat. § 123B.09, Subd. 2 (~~School Board Member Training~~ Boards of Independent School Districts)
Minn. Stat. § 471.661 (Out-of-State Travel)
Minn. Stat. § 471.665 (Mileage Allowances)
Minn. Op. Atty. Gen. 1035 (Aug. 23, 1999) (Retreat Expenses)
Minn. Op. Atty. Gen. 161b-12 (Aug. 4, 1997) (Transportation Expenses)

Cross References: MSBA/MASA Model Policy 212 (School Board Member Development)
MSBA/MASA Model Policy 412 (Expense Reimbursement)

Replacing: Policies 8020, 8025, 8115
First Reading: 11-17-2015
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Updated: 02-27-2018
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Reviewed:

214 - OUT-OF-STATE TRAVEL BY SCHOOL BOARD MEMBERS BYLAW

I. PURPOSE

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II. GENERAL STATEMENT OF BYLAW

School board members have an obligation to become informed on the proper duties and functions of a school board member, to become familiar with issues that may affect the school district, to acquire a basic understanding of school finance and budgeting, and to acquire sufficient knowledge to comply with federal, state, and local laws, rules, regulations, and school district policies that relate to their functions as school board members. Occasionally, it may be appropriate for school board members to travel out of state to fulfill their obligations.

III. APPROPRIATE TRAVEL

Travel outside the state is appropriate when the school board finds it proper for school board members to acquire knowledge and information necessary to allow them to carry out their responsibilities as school board members. Travel to regional or national meetings of the National School Boards Association is presumed to fulfill this purpose. Travel to all out-of-state meetings for which the member intends to seek reimbursement from the school district should be preapproved by the school board.

IV. REIMBURSABLE EXPENSES

Expenses to be reimbursed may include transportation, meals, lodging, registration fees, required materials, parking fees, tips, and other reasonable and necessary school district-related travel expenses.

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A. Requests for reimbursement must be itemized on the official school district form and are to be submitted to the designated administrator. Receipts for lodging, commercial transportation, registration, and other reasonable and necessary expenses must be attached to the reimbursement form.

B. Automobile travel shall be reimbursed at the mileage rate set by the Internal Revenue Service. Commercial transportation shall reflect economy fares and shall be reimbursed only for the actual cost of the trip.

C. Amounts to be reimbursed shall be within the school board's approved budget allocations, including attendance at workshops and conventions.

VI. ESTABLISHMENT OF DIRECTIVES AND GUIDELINES

The superintendent shall develop a schedule of reimbursement rates for school district business expenses, including those expenses requiring advance approval and specific rates of reimbursement. The superintendent shall also develop directives and guidelines to address methods and times for submission of requests for reimbursement.

Legal References: Minn. Stat. § 123B.09, Subd. 2 (School Board Member Training)
Minn. Stat. § 471.661 (Out-of-State Travel)
Minn. Stat. § 471.665 (Mileage Allowances)
Minn. Op. Atty. Gen. 1035 (Aug. 23, 1999) (Retreat Expenses)
Minn. Op. Atty. Gen. 161b-12 (Aug. 4, 1997) (Transportation Expenses)

Cross References: MSBA/MASA Model Policy 212 (School Board Member Development)
MSBA/MASA Model Policy 412 (Expense Reimbursement)

Replacing: Policies 8020, 8025, 8115
First Reading: 11-17-2015
Adopted: 12-15-2015 ISD709
Updated: 02-27-2018
Reviewed: 01-18-2022

214 OUT-OF-STATE TRAVEL BY SCHOOL BOARD MEMBERS

[Note: School districts are required by statute to adopt a policy addressing this issue.]

I. PURPOSE

The purpose of this policy is to control out-of-state travel by school board members as required by law.

II. GENERAL STATEMENT OF POLICY

School board members have an obligation to become informed on the proper duties and functions of a school board member, to become familiar with issues that may affect the school district, to acquire a basic understanding of school finance and budgeting, and to acquire sufficient knowledge to comply with federal, state, and local laws, rules, regulations, and school district policies that relate to their functions as school board members. Occasionally, it may be appropriate for school board members to travel out of state to fulfill their obligations.

III. APPROPRIATE TRAVEL

Travel outside the state is appropriate when the school board finds it proper for school board members to acquire knowledge and information necessary to allow them to carry out their responsibilities as school board members. ~~Travel to regional or national meetings of the National School Boards Association is presumed to fulfill this purpose.~~ Travel to other out-of-state meetings for which the member intends to seek reimbursement from the school district should be preapproved by the school board.

IV. REIMBURSABLE EXPENSES

Expenses to be reimbursed may include transportation, meals, lodging, registration fees, required materials, parking fees, tips, and other reasonable and necessary school district-related expenses.

V. REIMBURSEMENT

A. Requests for reimbursement must be itemized on the official school district form and are to be submitted to the designated administrator. Receipts for lodging, commercial transportation, registration, and other reasonable and necessary expenses must be attached to the reimbursement form.

B. Automobile travel shall be reimbursed at the mileage rate set by the school board. Commercial transportation shall reflect economy fares and shall be reimbursed only for the actual cost of the trip.

C. Amounts to be reimbursed shall be within the school board's approved budget allocations, including attendance at workshops and conventions.

VI. ESTABLISHMENT OF DIRECTIVES AND GUIDELINES

The superintendent shall develop a schedule of reimbursement rates for school district business expenses, including those expenses requiring advance approval and specific rates of reimbursement. The superintendent shall also develop directives and guidelines to address methods and times for submission of requests for reimbursement.

Legal References: Minn. Stat. § 123B.09, Subd. 2 (Boards of Independent School Districts)
Minn. Stat. § 471.661 (Out-of-State Travel)
Minn. Stat. § 471.665 (Mileage Allowances)
Minn. Op. Atty. Gen. 1035 (Aug. 23, 1999) (Retreat Expenses)
Minn. Op. Atty. Gen. 161b-12 (Aug. 4, 1997) (Transportation Expenses)

Cross References: MSBA/MASA Model Policy 212 (School Board Member Development)
MSBA/MASA Model Policy 412 (Expense Reimbursement)

Building bridges through lifelong learning

Duluth Public Schools
Facilities Use Guidelines and Procedures

School Board Policy 902

https://www.isd709.org/community/facilities-use

The following guidelines have been established for the use of Duluth Public Schools' facilities by our students and staff, our extracurricular programs and community members.

The district reserves the right to adjust these guidelines to fit unique circumstances as determined by the Superintendent and School Board.

Effective Date: July 1st, 2024

Community Use of School Policy Statement
The School Board, being aware of the large capital investment the community has in school facilities, has determined that the community should receive maximum return for this investment. The introduction of the community education program has been made in pursuit of this objective.The policy is further extended to the use of school buildings and facilities by community groups in the promotion of school, civic, or social goals.

Public school facilities exist primarily for the purpose of serving the educational needs of the youth in the community. No group or organization will be scheduled if requested use interferes with regular school programs or school sponsored activities. The school district will determine the most appropriate and available use of the district's facility space.

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Policy 902 - Use of School District Facilities and Equipment

I. PURPOSE

The purpose of this policy is to provide guidelines for community use of school facilities and equipment.

II. GENERAL STATEMENT OF POLICY

The School Board encourages maximum use of school facilities and equipment for community purposes if, in its judgment, that use will not interfere with use for school purposes.

III. SCHEDULED COMMUNITY EDUCATION CLASSES AND ACTIVITIES

A. The school district administration shall be charged with the process of scheduling rooms and special areas for community education classes and activities planned to be offered during each session.

B. Procedures for providing publicity, registration, and collection of fees shall be the responsibility of the school district administration.

C. Registration fees may be structured to include a pro-rata portion of costs for custodial services that may be needed.

IV. GENERAL COMMUNITY USE OF SCHOOL FACILITIES

A. The School Board may authorize the use of school facilities by community groups or individuals. It may impose reasonable regulations and conditions upon the use of school facilities as it deems appropriate.

B. Requests for use of school facilities by community groups or individuals shall be made through the school district community education office. The district will present recommended procedures for the processing and review of requests to the School Board. Upon approval by the School Board, such procedures shall be an addendum to this policy.

C. The School Board may require a rental fee for the use of school facilities. Such fee may include the cost of custodial, technician, and supervisory service if deemed necessary. Rates and charges for the use of school facilities shall be uniformly made to all organizations according to the rate schedule. It may also require a deposit or surety

bond for the proper use and repair of damage to school facilities. A rental fee schedule, deposit or surety bond schedule, and payment procedure shall be presented for review and approval by the School Board.

D. When emergencies or unusual circumstances arise that necessitate rescheduling the use of school facilities, every effort will be made to find acceptable alternative meeting space.

E. ISD 709 Group Classification and Priority List

a. Class I

- 709 District Groups
- School sponsored Pre-K – 12 programs, classes, co-curricular activities, meetings
- Community Education Programming*
- Duluth Pre-School
- Early Childhood and Family Education
- Professional Development
- KeyZone – district affiliated after school programming
- PTO/PTA groups
- District affiliated athletic booster clubs

Class I users shall not be required to pay a permit fee or a facility use fee, but they may be required to reimburse the district for staff costs or other expenses directly attributable to the activity. ISD 709 Employees are not permitted to rent district space to conduct activities for their own private profit.

b. Class II

- Non-profit, tax-exempt youth community groups and organizations with at least 70% ISD 709 resident participants.
- Scout groups, 4-H, Duluth Community School Collaborative, Valley Youth Center
- District Area Athletic Associations (serving youth aged 18 and under)
- Groups sponsored by the City of Duluth, St. Louis County, State of Minnesota, or any federal government group.
- Non-profit, tax-exempt community groups related to political groups

(caucuses, polling, or elections), but not to host events that charge admission or are fundraising in nature.

- Duluth based colleges and universities.

c. Class III

- Non-profit, tax-exempt groups and organizations within ISD 709 district boundaries that use school facilities for events to raise money and/or charge admission (youth athletic tournaments, fundraisers).
- This does not include charging admission to cover direct activity expenses.
- Other non-profit, tax-exempt organizations and businesses, as well as, residents, and neighborhood groups within ISD 709 district boundaries.
- Duluth based private and charter schools, religious groups, and groups containing less than 70% ISD 709 serving resident participants.
- Non-Duluth based non-profits, schools, colleges and universities, youth sport and athletic associations.

d. Class IV

- Commercial and for-profit groups and individuals

V. USE OF SCHOOL EQUIPMENT

The administration will present a procedure to the School Board for review and approval regarding the type of equipment that is available for community use, the extent to which it may be utilized, and the manner by which it may be scheduled for use and any charges to be made relating thereto. Upon approval of the School Board, such procedure shall be an addendum to this policy.

VI. RULES FOR USE OF FACILITIES AND EQUIPMENT

The School Board expects members of the community who use facilities and equipment to do so with respect for school district property and an understanding of proper use. Individuals and groups shall be responsible for damage to facilities and equipment. In order to hold activities on district property, individuals, groups and/or organizations that are not ISD 709 school or district affiliated groups must provide proof of liability insurance that releases the school district from liability for any incident that might occur while the group is on district property. Any group with an issued permit must submit a Certificate of Insurance verifying liability insurance covering up to $1,000,000.

Legal References: Minn. Stat. § 123B.51 (Schoolhouses and Sites; Uses for School and Non School Purposes; Closings)

Cross References: MSBA/MASA Model Policy 801 (Equal Access to School Facilities)
MSBA/MASA Model Policy 901 (Community Education)

Replacing: Policies 1130, 1130.1R, 1130.2R, 1130.3R, 1130.4R
First Reading:
Second Reading:
Adopted:

Process & Procedures for Scheduling School District Facilities

Contact Information:

Danielle Sonday, Facilities Use Coordinator

Email: facilitiesrequest@isd709.org

Phone: 218-336-8760 x4

Office: Facilities Management Building

713 Portia Johnson Drive, Door F, Duluth, MN 55811

All facility requests are to be made online following the facility use request process found on the district website: https://www.isd709.org/community/facilities-use

Permits:
Online requests are to be electronically submitted and signed five (5) business days prior to the event, requests made less than 5 days in advance will be considered as space and personnel allow. Each group is required to have the approved permit available for review during the event. In addition, the electronic signature is part of the requirement for securing a space with Duluth Public Schools. Permit holders must be at least 18 years old.

Insurance:
Applicants and/or organizations agree to assume all responsibility for damage or liability of any kind and further agree to hold harmless Independent School District 709 from any liability and/or expense in connection with the use of the school facilities. The district may require the applicant and/or organization to furnish a Certificate of Liability/Property Insurance in the amount of $1,000,000 combined, single limit, for general liability, naming the school district as an additional insured.

Tax Exempt Status:
For tax exempt users, a completed Certificate of Exemption—MN Revenue Form ST 3 must accompany your request. This may be submitted by email to facilitiesrequest@isd709.org.

Right of Refusal:
The school district reserves the right to cancel any reservations should district needs arise. Regular school activities and organizations of the school district shall have first priority in the use of any facility.

Invoice Payment:
Payment for use of facilities, equipment, and district personnel fees are due immediately upon receipt of the billing statement. Contract holders with unpaid invoices of 60 days or more will not be allowed to reserve district facilities until the account has been settled.

Community Use Rules and Regulations

Rules and regulations exist to protect property owned by our school district, and to ensure safety to users. The following rules are to be adhered to when using school district facilities, grounds and equipment in accordance with Minnesota School Board Association Policy 902. It is the facility user group's responsibility to communicate these rules and regulations to their leaders, participants and spectators.

- Regular school activities, programs and organizations shall have first priority in the use of any district facility or grounds.
- After the Facility Use Permit has been approved by the facility scheduler and signed by the requestor, it becomes an agreement with the requestor and/or the organization.
- Contract holders cannot sublet or transfer their rights and privileges to any other individual, group, business or organization.
- If any damage is found after a group has used the district facilities, grounds or equipment, the group scheduled will be held responsible for the cost of repair or replacement of any items damaged, lost or stolen from school district property.
- Facility user groups will be responsible for leaving the facilities and property in the same condition or better as upon arrival (including returning furniture to original configuration and any other clean up needed).
- The Facility Use Permit is granted for specific dates, equipment, room or areas of building for specific periods of time and for specific uses including the nearest restrooms and drinking fountain. Using a building for other purposes, using additional facilities, loitering in other areas, entering or remaining in the building beyond the allotted time will be considered as unauthorized use of the facilities.
- Additional charges may be added to the facility use fee as well as denial of future use.
- Any propping of doors, or doors remaining open during the time of your event will result in denial of future facility use requests.
- For use of kitchens (food service areas), classrooms with cooking facilities, stadium, pools, sound booths, lighting booths and all related technology equipment usage will require appropriate district trained personnel and/or permission. The facility user group will be billed at the current hourly rate. Use of computer facilities must comply with the district's Internet Acceptable Use Guidelines as defined in Policy 524.
- Facility user groups receiving approval to use district facilities, grounds and equipment are responsible for ensuring adequate supervision for the approved activity. For safety reasons, no children will be allowed entrance to a building until a responsible adult is in attendance and ready to take charge of the group. The adult responsible for the activity must remain with the group the entire time that they are in the building and must not leave until he/she is certain that all members of his/her group are out of the building and picked up by parents/guardians.
- The adult responsible for the activity is also accountable for the conduct and behavior of both participants and spectators. Responsibility includes enforcing rules and regulations

as well as restricting group activity to the areas listed on the facility use permit. All children must be under parental/leader supervision. Running or ball play is not permitted outside of the gym.

Cancellations and No-Shows

If a permit needs to be canceled, please contact the Community Education office as soon as possible. Last minute cancellations should notify the Community Education office and call the site's engineer office. Phone numbers can be found in the ISD 709 Buildings and Locations section of this document.

The district reserves the right to charge a cancellation fee and/or full payment if cancellation is not requested 7 days prior to the event or for no-shows.

Exceptions are for weather related cancellation or canceled by ISD 709. There will be no charge for cancellations for these reasons.

The district will make every effort to provide alternative locations or reschedule the event.

Equipment Use

Use of ISD 709 equipment such as athletic equipment, sound and lighting equipment, instruments, etc., may require a rental fee. All fees will be pre-approved and listed on the group's facility use permit.

A group will be charged if damages of ISD 709 equipment results from non-supervision of those in attendance, carelessness, inappropriate use of equipment, etc.

Custodial Services

Events that require special or heavy set-up or clean-up, involve meals, are large enough to require the cleaning of public areas and/or rest rooms, or involve other issues requiring custodial support will have a custodian assigned and the group will be responsible for the cost. Cost is dependent on space rented. Renters scheduling events that extend beyond the custodian's normal work schedule will pay overtime rates.

District 709 Policies and Procedures

Duluth Public Schools policies, local and state ordinances and laws, and fire codes pertaining to the use of public facilities must be observed. Copies of all school district policies are available online athttps://www.isd709.org/about-us/policies. Policies include but are not limited to the following:

- Duluth Public Schools are tobacco free. Use of tobacco products is prohibited on
- school district property including buildings and grounds as defined in Policy 419.
- Possession or consumption of intoxicating beverages or illegal substances, (drugs) of any form is prohibited on school district property including facilities and grounds as defined in Policy 418.
- No weapons or look-a-like weapons, as defined in Policy 501, shall be allowed on school property for any reason other than in conjunction with an authorized firearm safety program with the exception of legally authorized officials.
- Facility user groups agree to go over any safety concerns and rules related to the scheduled activity including proper sportsmanship, location of fire extinguishers, and proper use of equipment. Facility user groups must furnish their own first aid kits and instructional supplies.
- The district prohibits all forms of harassment and violence as defined in Policy 413.
- If a fire alarm sounds in any area of a building the entire building must be evacuated according to evacuation maps posted in each room near the exits.
- If an alarm sounds related to tornado warning the entire building must take cover in the nearest location as indicated on maps posted in each room/space.
- Consumption of food (including snacks and refreshments) and beverages in school facilities is allowed in designated areas only, this does not include instructional areas, gymnasiums, auditoriums, and other special use rooms.
- Disorderly conduct is prohibited and punishable by ejection from the facility or grounds. This includes inappropriate communication and disrespect for authority, event supervisor and/or custodian by group leaders and/or participants of a group. The proper authorities will be notified. Law enforcement may be called to intervene.
- Parking is allowed in designated areas only.

ISD 709 Group Classification and Priority List

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- Professional Development
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- PTO/PTA groups
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- Non-profit, tax-exempt youth community groups and organizations with at least 70% ISD 709 resident participants.
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- District Area Athletic Associations (serving youth aged 18 and under)
- Groups sponsored by the City of Duluth, St. Louis County, State of Minnesota, or any federal government group.
- Non-profit, tax-exempt community groups related to political groups (caucuses, polling, or elections), but not to host events that charge admission or are fundraising in nature.
- Duluth based colleges and universities.

Class III

- Non-profit, tax-exempt groups and organizations within ISD 709 district boundaries that use school facilities for events to raise money and/or charge admission (youth athletic tournaments, fundraisers).
- This does not include charging admission to cover direct activity expenses.
- Other non-profit, tax-exempt organizations and businesses, as well as, residents, and neighborhood groups within ISD 709 district boundaries.
- Duluth based private and charter schools, religious groups, and groups containing less than 70% ISD 709 serving resident participants.
- Non-Duluth based non-profits, schools, colleges and universities, youth sport and athletic associations.

Class IV

- Commercial and for-profit groups and individuals

Special Use Areas: Pools, Kitchens, Athletic Fields/Gyms, etc.

Swimming Pools

Maximum number using the pool facility is limited to fifty (50).

Any clean swimsuit (except wool) may be worn. Cut-offs, shirts, blouses and casual wear shorts are not permitted. Participants shall provide their own towels.

Permission for use of any foreign objects in the pool shall be granted only when necessary for training which leads to certification or for classes offered/approved by the School District. Approval shall be obtained in advance from the Facilities Use Coordinator or Aquatics Manager.

The following rules shall be adhered to by all groups using pool facilities:

- Take a hot soap shower, without a suit, before and after swimming.
- Use lavatories before swimming.
- Remove bandages, plasters, tape, bobby pins, and gum before entering the pool.
- Enter and leave the water at lifeguard's request.
- Avoid all forms of dangerous activities including running, pushing, "dunking," throwing objects, and hanging on diving boards, platforms, or blocks.
- Remain out of the diving area while the diving board is used. Stay off the diving board when occupied by another person. Take only one bounce when diving. Wait until others are out of the diving area before completing a dive. Swim straight out of the diving area after completing a dive.
- Report illness or injury to a lifeguard or swimming instructor.
- Stay in the pool area suited to the swimmer's ability or area designated by a lifeguard or swimming instructor.
- The use of gum, food, and drinks of any kind in the pool area is prohibited and shall be enforced by the lifeguard.
- Inner tubes and other inflated objects, towels, and metal objects are not permitted.
- The lifeguard will allow the use of diving bricks, rings, flutter boards, and swimming fins as part of the regular instruction. Goggles, aqua lungs, skin-diving equipment and snorkels shall be used only when qualified instructors are present and preliminary approval granted.
- A first-aid kit shall be available for preliminary first aid.
- Feats of daring, exhibition, rowdiness, and spouting of water are prohibited.
- Groups or individuals using the pool and/or gym are responsible for their own valuables.

Kitchen and Cafeteria Areas, Food Sales, and Concessions

The principal and Facilities Use Coordinator will grant permission for the use of cafeterias. The organization/individual will pay for any damages. All machinery and technical equipment shall be operated by regular food service employees at the expense of the organization. Certified staff shall be on-site at all times with kitchen use.

Child Nutrition personnel employed by the renting organization shall be reimbursed at a rate of pay determined by the School Board. Banquets or special dinners may be served in the school cafeterias for school-related functions. The cost of these services shall be paid by the group using said facilities.

All federal, state, and St. Louis County Health Department rules and regulations governing food service shall be adhered to. Items bought from a licensed bakery, grocery store, or other commercial kitchens may be allowed.

The permit holder shall comply with the following restrictions:

- No home-canned products including vegetables, meat, poultry, fish or shellfish, or homemade sausage shall be sold or served.
- None of the following potentially hazardous food shall be prepared in private homes and brought into school buildings for consumption:
    - Casseroles containing meat, fish or poultry.
    - Baked ham, roasted poultry, roasted pork.
    - Salads and sandwiches containing meat, fish, poultry or eggs.
    - Milk-based cream pies, including banana cream, Boston cream, butterscotch, chocolate, coconut cream or other milk-based mixtures.
    - Custard-filled pastries including éclairs and cream puffs or other custard filled products.
- Potluck style foods and events are not allowed.
- Dishes and silverware of the cafeteria may be used. However, it shall be the responsibility of the organization, under the direction of the food service personnel, to return, clean, and store items in the same manner as before usage.

Bake Sales

Any bake sale must be approved by the district and hold a permit from the Community Education Department. All items sold shall adhere to the restrictions above and only sell non-potentially hazardous food items. A sign needs to be posted (see #48 on the MN Department of Agriculture's Cottage Food Law Guidance for the sign for non-potentially hazardous foods). According to MN State Law 28A.152, an individual selling allowable foods under this section is limited to total sales with gross receipts of $78,000 or less in a calendar year.

MN Department of Agriculture Cottage Food Law:
https://www.mda.state.mn.us/food-feed/cottage-food-law-guidance

Independent Concession Stand Operation
Any and all service of food to the public must be licensed. The practice of student or parent booster clubs, activity clubs, or class groups preparing or selling food at games, activities, or for class projects, etc., is not allowed without the proper food license and approval from the district. All license requirements must be met and provided to the Duluth Public School District prior to any and all events along with obtaining a facility use permit from Community Education. Any food or drink item to be sold must meet all federal, state, and St. Louis County Health Department rules and regulations governing food service.

To come into compliance, groups will need to either:

- Obtain a special event license to sell food.
- Construct a seasonal food permanent food stand with all commercial equipment.

Information for the Special Events Food Stand Licence can be found here:
https://www.mda.state.mn.us/special-event-food-stand-license-application-guide

Regular School Libraries

School libraries are geared to school curriculum and not general public use. Should a community feel it important to open a local school library, the following usage procedure is required:

- A request for library facility usage shall be filed with the principal and Facilities Use Coordinator and coordinated with the school librarian.
- No person may check materials out of the library or remove items from that space.
- Any individual, group, or organization shall be responsible for replacing any materials lost, damaged or destroyed during use of the library facility.

Industrial Arts Facilities

The industrial arts teacher shall be responsible for all equipment in an industrial arts facility. Programs using industrial arts facilities shall be approved by the Community Education Office.

School Grounds and Athletic Fields

Application for the use of playgrounds and athletic fields shall be made in the same manner as for the use of buildings and facilities.

The applicant shall provide police and/or fire supervision for those activities where it is deemed necessary by the Facilities Use Coordinator.

Professional contests shall not be played on school athletic fields or playgrounds without School Board approval.

Gymnasiums

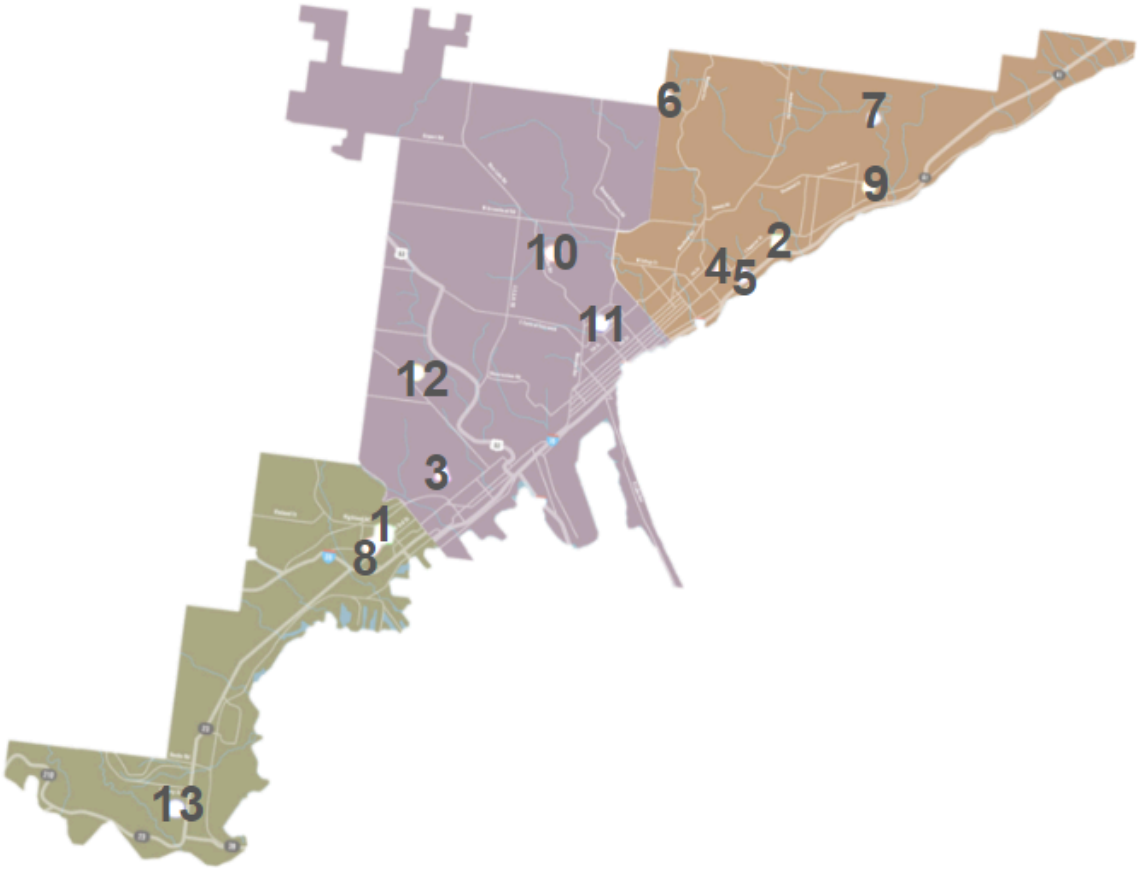
Gymnasiums may be used by organizations for recreation and instruction purposes.

- No instructor, member of a gymnasium class, or visitor shall be permitted on the playing portion of the floor wearing street shoes.
- Each leader shall use reasonable caution to see that snow, water, or dirt are removed from shoes before admittance to the gymnasium.
- Each leader shall be held responsible for enforcement of all safety and security regulations.
- Each leader shall conduct only those gymnasium activities that are meaningful and within the physical capabilities of the students/adults expected to perform them.
- Use of school district owned physical education and athletic equipment and supplies will be permitted if authorized by the principal, gym teachers, or Facilities Use Coordinator.
- Use of physical education apparatus is permitted only when a leader competent to instruct in its use is present and use has prior approval of the principal, gym teachers, or Facilities Use Coordinator.

ISD 709 Buildings and Locations

	School	Address	School Number	Engineer Ext.
1	Denfeld HS	401 N 40th Ave W 55807	218-336-8830	x 1932
2	East HS	301 N 40th Ave E 55804	218-336-8845	x 2146
3	Lincoln Park MS	3215 W 3rd St 55807	218-336-8880	x 3285
4	Ordean MS	2900 E 4th St 55812	218-336-8940	x 4111
5	Congdon Park ES	3116 E. Superior St 55812	218-336-8825	x 1834
6	Homecroft ES	4784 Howard Gnesen Rd 55803	218-336-8865	x 2542
7	Lakewood ES	5207 N Tischer Rd 55804	218-336-8870	x 2620
8	Laura MacArthur	720 N Central Ave 55807	218-336-8900	x 3112
9	Lester Park ES	5300 Glenwood St 55804	218-336-8875	x 2655
10	Lowell ES	2000 Rice Lake Rd 55811	218-336-8895	x 2974
11	Myers-Wilkins ES	1027 N 8th Ave E 55805	218-336-8860	x 2443
12	Piedmont ES	2827 Chambersburg Ave 55811	218-336-8950	x 2735
13	Stowe ES	715 - 101st Ave W 55808	218-336-8965	x 3919

Map of Duluth and School Locations



Dates with Meeting Restrictions 2024-2025

January 1, 2024	New Year's Day Holiday	No school, no meetings
January 15, 2024	Martin Luther King, Jr.'s Birthday Observed *	No meetings
February 19, 2024	Presidents' Day *	No meetings
February 27, 2024	Precinct Caucus Day	No meetings or activities after 6:00 p.m.
March 5, 2024	Presidential Nomination Primary	No meetings or activities 6:00 p.m. – 8:00 p.m.
March 12, 2024	Township Election Day (if applicable)	No meetings or activities 6:00 p.m. - 8:00 p.m.
May 27, 2024	Memorial Day	No school, no meetings
June 19, 2024	**Juneteenth** ^	No school, no meetings
July 4, 2024	Independence Day	No school, no meetings
August 13, 2024	Primary Election Day	No meetings or activities 6:00 p.m. - 8:00 p.m.
September 2, 2024	Labor Day	No school, no meetings
October 14, 2024	**Indigenous Peoples Day** (Optional Holiday) ^^	No meetings if this is a school district holiday
November 5, 2024	Election Day	No meetings or activities 6:00 p.m. – 8:00 p.m.
November 11, 2024	Veterans Day	No meetings
November 28, 2024	Thanksgiving Day	No school, no meetings
November 29, 2024	Day After Thanksgiving (Optional Holiday)	No meetings if this is a school district holiday
December 25, 2024	Christmas Day	No school, no meetings
January 1, 2025	New Year's Day Holiday	No school, no meetings
January 20, 2025	Martin Luther King, Jr.'s Birthday Observed *	No meetings

February 17, 2025	Presidents' Day *	No meetings
March 11, 2025	Township Election Day (if applicable)	No meetings or activities 6:00 p.m. - 8:00 p.m.
May 26, 2025	Memorial Day	No school, no meetings
June 19, 2025	**Juneteenth** ^	No school, no meetings

* Minnesota Statutes Section 645.44 list dates that are "holidays" under state law. Minnesota's political subdivisions have the option of determining whether Indigenous Peoples Day or the Friday after Thanksgiving shall be holidays. Where it is determined that either day is not a holiday, public business may be conducted.

If the date is determined to be a school day, it must be reflected in the teacher's contract. If Martin Luther King's birthday, Presidents Day, Veterans Day is determined to be a school day, at least one hour of the school program must be devoted to a patriotic observance of the day. For more information, see Minnesota Statutes Section 120A.42 (*Conduct of School on Certain Holidays*).

When the following holidays fall on a **Saturday**, the holiday is observed on the preceding **Friday**; when the following holidays fall on a **Sunday**, the holiday is observed on the following **Monday**:

New Year's Day (January 1) Veterans Day (November 11)
Juneteenth (June 19) [new] Christmas Day (December 25)
Independence Day (July 4)

Juneteenth ^
On Juneteenth (June 19), "public schools may offer instruction and programs on the occasion." For more information, see Minnesota Statutes 10.55 (*Juneteenth*). The Minnesota Department of Education takes the position that school may not be offered on this holiday. MSBA continues to work with MDE to determine the "instruction and programs on the occasion" that may be offered.

Indigenous Peoples Day ^^
In 2023, the Minnesota legislature replaced Christopher Columbus Day (the second Monday in October) with Indigenous Peoples Day. All references to "Christopher Columbus Day" or "Columbus Day" are to be changed to "Indigenous Peoples Day" in Minnesota Statutes and Minnesota Rules. Thus, the conditions set forth in Minnesota Statutes Section 120A.42
(*Conduct of School on Certain Holidays*) continue to apply on this date.

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Consent Agenda - Regular School Board Meeting
Duluth Public Schools, ISD 709
Agenda
Tuesday, May 21, 2024
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 - April 23, 2024 3
      2) Special School Board Meeting Re: Negotiations & Property Sale - April 23, 2024 6
   B. **Approval of Action Items**
      1) Human Resources
         a. Staffing Report 7
      2) Finance
         a. Financial Report 9
         b. Fundraisers 11
         c. Bids, RFPs and Quotes
            (1) BID #1322 Dairy 12
            (2) BID #1317 Food Requirement Extension 13
         d. Contracts, Change Orders, Leases - None
      3) Items Brought Forward From the Monthly Committee of the Whole Meeting
         a. Graduation Requirements 15
      4) Other
         a. Diploma Requests 16
         b. Field Trip Requests - None
         c. Data Sharing Agreements 68
   C. **Approval of Policy Readings**
      1) First Readings
         a. 902 Use of School District Facilities and Equipment (Deletion of 1130, 1130.1R, 1130.2R, 1130.3R, 1130.4R) 80
         b. 205 Open Meetings and Closed Meetings 92
         c. 207 Public Hearings 100
         d. 211 Criminal or Civil Action Against School District, School Board Member, Employee, or Student 102
      2) Second Readings
         a. 201 Legal Status of the School Board (Deletion of 8000, 8005, 8060, 9005, 9010, 9115, & 9090) 105
         b. 203 Operation of the School Board - Governing Rules 126
         c. 203.1 School Board Procedures; Rules of Order 129
         d. 203.6 Consent Agendas 133

3) Policies for Review
   a. 209 Code of Ethics 135
   b. 210 Conflict of Interest 144
   c. 212 School Board Member Development and Travel Expense 147
   d. 213 School Board Committees Bylaw 151
   e. 214 Out of State Travel By School Board Members Bylaw 159

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 - May 7, 2024 167
2) Policy Committee - May 7, 2024 294
3) Human Resources/Business Services Committee - May 13, 2024 387

Regular School Board Meeting
Tuesday, April 23, 2024 6:30 PM Central

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

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

Present: 6, Absent: 1.

1. Call to Order
at 6:37 p.m.

2. Roll Call

3. Pledge of Allegiance

4. Approval of the Agenda
Move to amend the agenda to add B-4-24-4026 Authorizing the sale of real property located in Lot 1, Block 1, Plat of Central Overlook. This motion, made by Kelly Durick Eder and seconded by Rosie Loeffler-Kemp, Passed.
Henry Banks: Absent, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 6, Nay: 0, Absent: 1
Move to approve the agenda as amended. This motion, made by Rosie Loeffler-Kemp and seconded by Sarah Mikesell, Passed.
Henry Banks: Absent, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 6, Nay: 0, Absent: 1

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

6. Report of the Superintendent

6.A. Reports from Student School Board Representatives
Student Representative Ritzko presented the Area Learning Center Report.
Student Representative Patronas presented the East Report.
Student Representative Miller presented the Denfeld Report.

6.B. Superintendent's Report
Superintendent Magas presented the Superintendent's Report. Topics included:
Student Reports
Negotiations
Budget Updates

Referendum
Other

6.C. Schedule of Meetings and Events

7. Report of Standing Committees

7.A. Committee of the Whole

7.A.1) Monthly Committee of the Whole *(April 2, 2024)*
Assistant Superintendent Bonds presented the Monthly Committee of the Whole report.

7.B. Human Resources/Business Services Committee *(April 9, 2024)*
Member Durick Eder presented the Human Resources/Business Services Committee report.
Discussion was had.

7.C. Policy Committee *(April 2, 2024)*
Member Loeffler-Kemp presented the Policy Committee report.
Discussion was had.

8. General Board Committee Updates
Member Sadowski gave an update on the Head Start Policy Council and the Education Equity Advisory Committee meetings.
Member Williams gave an update on the Parks and Recreation meeting.
Member Mikesell gave an update on the Inter-Governmental meeting.

9. Consent Agenda
Move to approve the Consent Agenda. This motion, made by Rosie Loeffler-Kemp and seconded by Stephanie Williams, Passed.
Henry Banks: Absent, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 6, Nay: 0, Absent: 1

10. Resolutions from Committee Reports

10.A. B-4-24-4022 - Acceptance of Donations to Duluth Public Schools
Move to approve B-4-24-4022 Acceptance of Donations to Duluth Public Schools. This motion, made by Sarah Mikesell and seconded by Amber Sadowski, Passed.
Henry Banks: Absent, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 6, Nay: 0, Absent: 1

10.B. B-4-24-4023 - Authorized Bank Account Signer
Move to approve B-4-24-4023 Authorized Bank Account Signer. This motion, made by Kelly Durick Eder and seconded by Stephanie Williams, Passed.
Henry Banks: Absent, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 6, Nay: 0, Absent: 1

10.C. B-4-24-4024 - Acceptance of Grant Awards to Duluth Public Schools

Move to approve B-4-24-4024 Acceptance of Grand Awards to Duluth Public Schools. This motion, made by Rosie Loeffler-Kemp and seconded by Kelly Durick Eder, Passed.
Henry Banks: Absent, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 6, Nay: 0, Absent: 1

11. Special Resolutions and Action Items

11.A. E-4-24-4025 Response to American Indian Education Resolution of Concurrence and Non-concurrence 23/24
Move to approve E-4-24-4025 Response to American Indian Education Resolution of Concurrence and Non-concurrence 23/24. This motion, made by Stephanie Williams and seconded by Rosie Loeffler-Kemp, Passed.
Henry Banks: Absent, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 6, Nay: 0, Absent: 1

11.B. B-4-24-4026 Authorizing the sale of real property located in Lot 1, Block 1, Plat of Central Overlook
Move to approve B-4-24-4026 Authorizing the sale of real property located in Lot 1, Block 1, Plat of Central Overlook. This motion, made by Jill Lofald and seconded by Amber Sadowski, Passed.
Henry Banks: Absent, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 6, Nay: 0, Absent: 1

12. Questions / Other

13. Adjournment
Move to Adjourn at 8:05 p.m. This motion, made by Stephanie Williams and seconded by Sarah Mikesell, Passed.
Henry Banks: Absent, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 6, Nay: 0, Absent: 1

Special [Closed] School Board Meeting - Negotiations & Property Sale
Tuesday, April 23, 2024 4:00 PM Central

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

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

Present: 6, Absent: 1.
Call to order at 4:10 p.m.

1. Call to Order
at 4:09 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 proposals for labor negotiations and Minnesota Statute section 13D.05, subdivision 3(c)(3), states that a public body 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 4:11 p.m. This motion, made by Kelly Durick Eder and seconded by Rosie Loeffler-Kemp, Passed.
Henry Banks: Absent, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 6, Nay: 0, Absent: 1
Reconvened from Closed Session at 5:30 p.m.

4. Official Action Related to Closed Session, If Necessary

5. Official Action Related to Closed Session, If Necessary

6. Adjournment
Move to Adjourn at 5:30 p.m. This motion, made by Kelly Durick Eder and seconded by Amber Sadowski, Passed.
Henry Banks: Absent, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 6, Nay: 0, Absent: 1

HUMAN RESOURCES ACTION ITEMS FOR: May 21, 2024

CERTIFIED APPOINTMENT	POSITION	EFFECTIVE DATES
BELL, MEAGHAN M	LTS SPED SPEECH LANG. PATH/DISTRICT WIDE, (MA) IV 3, 1.0, ELIASON. K FMLA, TEMP POSITION	03/25/2024
KRUGER, SHEILA A	MATH INTERVENTIONIST TOSA/PIEDMONT, (MA+45) IV 9, 1.0, LARSON A. TRANSFER, TEMP POSITION	03/08/2024
NIELSEN, CLAIRE J	LTS SPED RESOURCE TEACHER/LESTER PARK, (BA) III 1, 1.0, ABRAHAMSON D.	03/05/2024
PERRY-SPEARS, SARAH L	HOURLY ADULT ED. INSTRUCTOR/DAE, 14/38WKS, $23.09/HR	04/08/2024

CERTIFIED LEAVES	POSITION	EFFECTIVE DATES	
ADATTE, CHELSEA L	5TH GRADE TEACHER/MYERS WILKINS	08/26/2024	06/06/2025
ARTIM, BRITTANY D	SPED RESOURCE ASD - ORDEAN-EAST MS	08/26/2024	11/01/2024
BAMBENEK, AMY N	GRADE 1 TEACHER/LAURA MACARTHUR	09/02/2024	11/22/2024
BIANCHINI, JULIA	SPED RESOURCE TEACHER/DENFELD	08/26/2024	02/26/2025
COSTLEY, MORGAN M	GUIDANCE COUNSELOR - ORDEAN-EAST MS	08/26/2024	11/15/2024
ENGEBRETSEN, LAURA A	GRADE 1 TEACHER/MYERS WILKINS	05/16/2024	06/07/2024
KONIETZKO, LUKE J	MATH TEACHER/ORDEAN EAST	08/26/2024	09/10/2024
PECK, ANNALISE C	KINDGERGARTEN TEACHER/LAURA MACARTHUR	08/26/2024	06/06/2025
PELLER, SHONDA R	SPEC ED PHYSICAL & MENTAL IMPAIRED/EAST MID CAREER EXTENSION	08/26/2024	06/06/2025
PLOTE, JESSE O	TEACH INDUST ART GEN ED/SOCIAL STUDIES - ORDEAN EAST MS	04/24/2024	07/24/2024
QUINN, CHRISTINE L	SPANISH IMMERSION TEACHER/LOWELL	08/26/2024	02/26/2025
SCHNEIDERMANN, MARA E	SPED SMI - EAST HS	08/26/2024	11/25/2024
STEIGAUF, ZACHARY M	MTSS INTERVENTIONIST/MYERS WILKINS	08/26/2024	06/06/2025

CERTIFIED RESIGNATION	POSITION	EFFECTIVE DATES
BAYCH, AMANDA S	BAND TEACHER - LINCOLN PARK MS	06/07/2024
BECKER, RANDA L	LTS SPED RESOURCE ASD TEACHER - STOWE ES	03/20/2024
DAVENPORT, JAKE R	SPED RESOURCE TEACHER - LAURA MAC ES	06/07/2024
DERFUS, ABIGAIL R	SPED ECSE - DISTRICT WIDE	06/30/2024
ELLINGSON, KRISTEN L	ELEM ART - CONGDON/MERRITT CREEK	06/07/2024
ERICKSON, JAMES W	ELEMENTARY PRINCIPAL - LAURA MACARTHUR	06/07/2024
KRUSE, COURTNEY R	SPED RESOURCE TEACHER - LAURA MAC ES	06/07/2024

CERTIFIED RETIREMENT	POSITION	EFFECTIVE DATES
ABRAHAMSON, DANA E	SPED RESOURCE - LESTER PARK ES	04/30/2024
BURGER, CAROL S	GRADE 2 TEACHER - CONGDON PARK ES	06/07/2024
HUIE, FRANK H	PHYSICAL EDUCATION TEACHER - LINCOLN PARK MS	03/26/2024
SAARI, LORI K	SPED SCHOOL NURSE - ORDEAN-EAST MS	10/16/2024

NON-CERT APPOINTMENT	POSITION	EFFECTIVE DATES
BELLEFEUILLE, CARTER C	HOULRY TECH INTERN/EAST, 15/38WKS, $14.50/HR	03/12/2024
DOUGLAS, JESSICA N	OFFICE SUPPOR SPECIALIST SENIOR/ORDEAN EAST, 40/52WKS, $19.83/HR, SAPARAMADU C. RESIGNED	03/13/2024
HORNE, CARL P	CUSTODIAN/DSC, 40/52WKS, $17.52/HR.	04/24/2024
JAHNKE, RYAN M	NETWORK ENGINEER II/DSC, 40/52WKS, $1,427/WK, STEVERMER N. RESIGNED	04/16/2024
MATTHEWS, LUKAS G	HOURLY MONITOR/LAKEWOOD, 23/38WKS, $15.00/HR	04/02/2024
MOERKE, JOHN J	BUS HELPER/TRANSPORTATION, 25/38WKS, $16.40/HR, SMITH J. RESIGNED	03/11/2024
OWENS, OLIVIA F	HOURLY MONITOR/PIEDMONT, 23/38WKS, $15.00/HR	03/04/2024
PAULSON, PHILIP D	ED FI/MARRS COORD/DSC, $1,367/WK, CARROLL M. RESIGNED	05/13/2024
PEACOCK, EMILY M	SPED BUILDING WIDE PARA/LINCOLN PARK, 32.5/38WKS, $19.17/HR, CHRISTJOHN D. TRANSFER	04/22/2024
SAMUELSON, ZANE R	HOURLY TECH INTERN/EAST, 6/38WKS, $14.50/HR	03/12/2024
SMITH, NIKOLAS R	HOURLY TECH INTER/EAST. 6/38WKS, $14.50/HR	03/13/2024
STENSLAND, TONY B	SPED STUDENT SPECIFIC PARA/ORDEAN EAST, 20/38WKS, $20.46/HR	03/11/2024
SUDHAKAR, AMITA	SPED PARA BW/HOMECROFT, 25/38WKS, $19.89/HR, CARLSON C. RESIGNED	03/11/2024
WALKOWIAK-OLSON, DEANA M	OFFICE SUPPORT SPECIALIST/TRANSPORTATION, 23.75/52WKS, $16.82/HR,	04/08/2024
WERNER, SETH W	HOURLY TECH INTERN/EAST, 6/38WKS, $14.50/HR	03/15/2024
WOKOWIAK, STEVEN C	BUS DRIVER/TRANSPORTATION, 25/38WKS, $20.08/HR, HANSEN N. RESIGNED	03/11/2024

NON-CERT LEAVES	POSITION	EFFECTIVE DATES	
BOLF, BARBARA J	CHLD NUTRITION SRVC ASST - LAKEWOOD	05/13/2024	06/05/2024
HEGGESTAD, MARK J	INSTRUCTIONAL PARA/MYERS WILKINS	03/18/2024	03/29/2024
HORNER, JAMES A	SCHOOL CUSTODIAN I - ORDEAN-EAST MS	04/09/2024	04/22/2024
JOHNSON, PATRICIA L	CHLD NUTRITION SECONDARY/PRODUCTION MANAGER - EAST	03/14/2024	06/07/2024
SANGSTER, SANDRA M	PRESCHOOL PARAPROFESSIONAL/LOWELL	04/04/2024	04/12/2024
TURNER, JULIE S	BUILDING WIDE PARA/LESTER PARK	05/10/2024	05/17/2024

NON-CERT RESIGNATION	POSITION	EFFECTIVE DATES
BOO, BAILEY P	CHLD NUTRITIONAL SRVC ASST - DENFELD HS	04/18/2024
CARLSON, AUTUMN M	SPED BW PARA - MYERS-WILKINS ES	04/12/2024
CARROLL, MIKILIA C	ED FIN ANALYST/MARSS COORD - DSC	03/29/2024
GOLMEN, KELSIE K	SPED PROG PARA SETTING III/IV - MYERS-WILKINS ES	05/10/2024
HUYCK, PAMELA K	SPED PROG PARA SETT III/IV - LOWELL ES	04/12/2024
JOHNSON, ALEXA J	SPED KEYZONE PARA - PIEDMONT ES	06/07/2024
MENDOZA, CRUZ	SUPERVISORY PARA/EAST	04/29/2024
PAYNE, LEAH A	CHECK & CONNECT PARA - LINCOLN PARK MS	06/07/2024
SCHUBITZKE, LILY A	CHECK AND CONNECT PARA - EAST HS	06/07/2024
SHORTER, SOFIA R	SPED PROG PARA SETTING III/IV - ROCKRIDGE	03/28/2024
SWARD, LISA R	CHILD NUTRITION ASSISTANT/EAST	04/19/2024

NON-CERT RETIREMENT	POSITION	EFFECTIVE DATES
ANDERSON, MARK S	SPED PROG PARA SETTING III/IV - EAST HS	06/07/2024
BELLARIO, MARC L	SPED BW PARAPROFESSIONAL/DENFELD	05/06/2024
QUINN-JERECZEK, DIANA L	SUPERVISORY PARA - ORDEAN EAST	06/07/2024
STANKIEWICZ, ROSS A	2ND SHIFT ENGINEER - ROCKRIDGE	06/07/2024
WATERHOUSE, CATHLEEN G	SPED PROG PARA SETTING III/IV - LAURA MACARTHUR	06/07/2024

Duluth Public Schools

HR/BS Services Committee Monthly Fund Balance Report
May 13, 2024 Committee Meeting
BUDGET SUMMARY

5/7/2024 Percent spent
5/1/2024

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	$ 127,479,614.46	$ 89,948,677.42	$ (4,465.97)	$ 37,535,403.01	71%
Food Service 2	$ 4,039,200.00	$ 6,000,000.00	$ 4,212,779.50	$ -	$ 1,787,220.50	70%
Transportation 3	$ 7,020,941.12	$ 7,020,941.12	$ 3,258,287.52	$ -	$ 3,762,653.60	46%
Community Ed 4	$ 8,495,545.00	$ 8,516,152.95	$ 4,303,478.72	$ 3,648.00	$ 4,209,026.23	51%
Operating Captial 5	$ 2,742,547.00	$ 2,742,547.00	$ 2,797,676.29	$ -	$ (55,129.29)	102%
Building Construction 6	$ -	$ -	$ -	$ -	$ -	
Debt Service Fund 7	$ 23,647,223.00	$ 23,647,223.00	$ 2,387,522.90	$ -	$ 21,259,700.10	10%
Trust Fund 8	$ 276,100.00	$ 276,100.00	$ -	$ -	$ 276,100.00	0%
Dental Insurance Fund 20	$ 950,000.00	$ 950,000.00	$ 819,736.70	$ -	$ 130,263.30	86%
Student Acitivity 79	$ 58,406.00	$ 585,259.43	$ 333,910.12	$ -	$ 251,349.31	57%
REVENUE TOTALS:	**$ 173,430,884.92**	**$ 177,217,837.96**	**$ 108,062,069.17**	**$ (817.97) $ -**	**$ 69,156,586.76**	61%

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	$ 129,794,581.87	$ 95,276,152.87	$ 3,310,956.31	$ 31,207,472.69	76%
Food Service 2	$ 4,012,876.00	$ 6,002,502.00	$ 3,935,787.61	$ 848,064.15	$ 1,218,650.24	80%
Transportation 3	$ 6,268,632.76	$ 6,749,632.76	$ 8,371,545.66	$ 26,695.37	$ (1,648,608.27)	124%
Community Ed 4	$ 7,630,865.00	$ 9,071,785.95	$ 6,412,128.94	$ 40,295.71	$ 2,619,361.30	71%
Operating Captial 5	$ 7,999,619.25	$ 7,999,619.25	$ 9,863,133.01	$ 471,020.01	$ (2,334,533.77)	129%
Building Construction 6	$ -		$ 3,828,941.56	$ 1,455,605.47	$ (5,284,547.03)	
Debt Service Fund 7	$ 23,640,000.00	$ 23,640,000.00	$ 26,931,588.45	$ -	$ (3,291,588.45)	114%
Trust Fund 8	$ 253,750.00	$ 253,750.00	$ -	$ -	$ 253,750.00	0%
Dental Insurance Fund 20	$ 915,000.00	$ 915,000.00	$ 846,691.21	$ -	$ 68,308.79	93%
Student Acitivity 79	$ 306,948.00	$ 276,264.96	$ 177,004.87	$ 12,995.25	$ 86,264.84	69%
EXPENSE TOTALS	**$ 171,310,984.87**	**$ 184,703,136.79**	**$ 155,642,974.18**	**$ 6,165,632.27 $ -**	**$ 22,894,530.34**	88%

Fin 160 ESSER III	Expenses
Program 030 Asst Supt	$ 41,401.00
Program 110 Admin	$ -
Program 108 Tech	$ 1,868,300.73
Program 203 Elem	$ 1,231,184.36
Program 211 Secondary	$ 2,172,828.87
Program 640 Staff Dev	$ -
Program 805 Operations	$ -
Program 760 Transportation	$ 423,450.26
Program 740 Pupil Engage	$ 11,073.20
395	$ 5,748,238.42

Ex Curricular		Fund 01
Program 298	Revenue	$ 500,329.03
Program 298	Expense	$ 560,964.24

May 13, 2024 HR/Finance Committee meeting

Re: Assigned fund balance permission to facilitate transfers for Fy 24 and Fy 25

To the School Board,

The district is respectfully requesting permission to utilize funds from the assigned fund balance to offset general fund deficet spending for current year Fy 24 and next school year Fy 25. The current audited Fy 23 assigned fund balance is $17, 743,919.

Fy 24: Assigned fund balance transfer estimate of up to $5,000,000 to balance with audit work. Potential offsets for labor/benefits.

Fy 25: Assigned fund balance transfer estimate of up to $5,000,000 to balance with audit work. Potential offsets for labor/benefits.

Fundraisers Reported
April 2024

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

School	Organization Fundraising	Estimated Profit	Description of Fundraiser
Denfeld HS	PBIS	$50,000.00	PBIS will crowdsource to fund our PBIS recognition system. We will work to fund: Items for our SOAR Store, our quarterly SOARing Hunters Field Trips (quarter : Movie, Quarter 2: Mont Du Lac, QUarter 3: Bowling, Quarter 4: Valleyfair or Taylor's Falls.). We will also use money to fund our monthly Hunter of the Month Event
Denfeld HS	Boys and Girls Track	$2,800.00	Selling snacks and text donation requests
East HS	Sports Team	$10,000.00	Cards

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: **BID #1322 DAIRY**

Date: May 1, 2024

The BID is to provided dairy products to several of our sites district wide.

One (1) of 3 vendors responded with the following results:

VENDOR TOTAL	
KEMPS	**$ 330,000.00**
PLAINVIEW MILK	DID NOT SUBMIT A BID
PRAIRIE FARMS	DID NOT SUBMIT A BID

Sheila Oak and Stacy Bergstadt reviewed the BID.

Sheila Oak, Supervisor of Child Nutrition Programs, recommends accepting and awarding the BID meeting specifications as submitted by KEMPS for the amount of **$330,000.00 for providing dairy products to several of our sites district wide.**

Program: Child Nutrition

Fund Custodian: Sheila Oak, Supervisor of Child Nutrition Programs

•FAMILY-OWNED AND OPERATED•

UPPER LAKES FOODS

EST 1967

April 24, 2024

Cathy Holman
Purchasing Coordinator
Duluth Public Schools, ISD 709
709 Portia Johnson Drive
Duluth, MN 55811

Dear Cathy,:

Upper Lakes Foods is pleased to renew with Duluth Public Schools, ISD 709 for the upcoming 2024-2025 school year. The mark-up is based on our school/distributor partnership, current market costs, and changes in the economy since the conception of our agreement currently in place.

10.00% Mark-up Per Case - Grocery

Upper Lakes Foods, Inc. shall not be charged with liquidated damages when delay in delivery is due to unforeseeable cause beyond the control of Upper Lakes Foods, Inc., including but not restricted to Acts of God, acts of the public enemy, epidemics, quarantine restrictions, strikes, and freight embargoes.

Please sign below and return via email or mail.

Sincerely,

Renee Parks

Renee Parks, Upper Lakes Foods, Inc.
800-879-1265 Ext 4208
rparks@ulfoods.com

April 24, 2024
Date

Cathy Holman

Purchasing Agent

April 24, 2024
Date

•FAMILY-OWNED AND OPERATED•

UPPER LAKES FOODS

EST 1967

TO: School Food Authority –Duluth Public Schools, ISD 709
FROM: Denise Sorensen
DATE: April 4, 2024
SUBJECT: USDA Donated Foods (Commodities)

Upper Lakes Foods will deliver and charge the following:

Commodity fee per district dry or frozen $4.00 per case
Plus, handling and storage pass through fee charged by Wissota/Soldier Trucking and Storage per case.

Diverted/processed commodities:
Commodity fee per district dry or frozen $4.00 per case
Diverted/processed commodities shall be removed from ULF warehouse within 10 days after such time; a monthly fee may be discussed if storage is necessary.

- Delivery Schedule to be determined per individual School Food Authorities.
- ULF will not provide storage for USDA Donated Foods for extended periods of time.
- ULF reserves the right to review the contract addendum January 1, 2025.
- In the event there are mandated changes in the Distribution of USDA Foods, Upper Lakes Foods reserves the right to adjust the commodity fee.

DISTRIBUTOR:	UPPER LAKES FOODS, INC.
CONTACT PERSON:	DENISE SORENSEN
ADDRESS:	801 INDUSTRY AVENUE
CITY/STATE/ZIP:	CLOQUET, MN 55720
TELEPHONE:	(218) 879-1265 Ext. 4379
EMAIL:	denisesorensen ulfoods.com
SCHOOL FOOD AUTHORITY:	Duluth Public Schools, ISD 709
CONTACT PERSON:	Sheila Oak, Stacy Bergstedt
ADDRESS:	709 Portia Johnson Drive
CITY/STATE/ZIP:	Duluth, MN
TELEPHONE:	218-336-8700 X8707
EMAIL:	Sheila.Oak@isd709.org
SFA REPRESENTATIVE SIGNATURE:	Sheila A Oak, ETR
DISTRIBUTOR REPRESENTATIVE SIGNATURE:	

801 INDUSTRY AVENUE
CLOQUET, MINNESOTA 55720

T. 800.879.1265
F. 218.879.1940

INFO@ULFOODS.COM
WWW.UPPERLAKESFOODS.COM

MINIMUM GRADUATION REQUIREMENTS

Graduating Class of 2025 Credits required 22.5

English Language Arts	4.0 Credits	Science	3.0 Credits	Physical Education	.5 Credits
Social Studies	3.5 Credits	Art	1.0 Credits	Elective	7.0 Credits
Math	3.0 Credits	Health	.5 Credits		

Graduating Class of 2026 Credits required 23.0

English Language Arts	4.0 Credits	Science	3.0 Credits	Physical Education	.5 Credits
Social Studies	3.5 Credits	Art	1.0 Credits	Elective	7.0 Credits
Math	3.0 Credits	Health	.5 Credits	Required Elective	.5 Credits

Graduating Class of 2027 Credits required 23.5

English Language Arts	4.0 Credits	Science	3.0 Credits	Physical Education	.5 Credits
Social Studies	3.5 Credits	Art	1.0 Credits	Elective	7.0 Credits
Math	3.0 Credits	Health	.5 Credits	Required Elective	1.0 Credits

Graduating Class of 2028 and beyond Credits required 24.0

English Language Arts	4.0 Credits	Science	3.0 Credits	Physical Education	.5 Credits
Social Studies	3.5 Credits	Art	1.0 Credits	Elective	7.0 Credits
Math	3.0 Credits	Health	.5 Credits	Required Elective	1.5 Credits

Required Elective Courses

Grade	Required Elective Course
9th	9th Grade Futures
10th	Computer Science
11th	Career, College, and Life Readiness
12th	

M E M O R A N D U M

TO: Curriculum Dept.

FROM: Angie Frank, Adult Diploma Program

SUBJECT: High School Diploma

DATE: 4/4/2024

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:

Rochelle Norton

4/4/2024

M E M O R A N D U M

TO: Curriculum Dept.

FROM: Angie Frank, Adult Diploma Program

SUBJECT: High School Diploma

DATE: 4/4/2024

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:

Tiffany Lee

4/4/2024

M E M O R A N D U M

TO: Curriculum Dept.

FROM: Angie Frank, Adult Diploma Program

SUBJECT: High School Diploma

DATE: 4/4/2024

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:

Lillian Hartzel

4/4/2024

M E M O R A N D U M

TO: Curriculum Dept.

FROM: Angie Frank, Adult Diploma Program

SUBJECT: High School Diploma

DATE: 4/4/2024

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:

Taliyah Sumpter

4/4/2024

April 9, 2024

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	GRAD DATE
Tabitha Mercer	**Duluth Public Schools**	**4/9/2024**

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

Nathan Glockle
ALC/AEO Principal

Kathleen Wilson
Area Learning Center

April 24, 2024

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	GRAD DATE
Alexis Tandiciad	**Duluth Public Schools**	**4/24/2024**

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

Nathan Glockle
ALC/AEO Principal

Kathleen Wilson
Area Learning Center

April 29, 2024

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	GRAD DATE
Samara Flynn	**Duluth Public Schools**	**4/29/2024**

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

Nathan Glockle
ALC/AEO Principal

Kathleen Wilson
Area Learning Center

April 30, 2024

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
Lily Christine Nelson	**Duluth Public Schools**	**4/30/2024**

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

Nathan Glöckle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

May 2, 2024

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
Marcus Cardal Williams	**Duluth Public Schools**	**5/2/2024**

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

Nathan Glöckle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

May 7, 2024

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
Gracie Mae Hanson	**Duluth Public Schools**	**5/7/2024**

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

Nathan Glöckle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

May 8, 2024

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	GRAD DATE
Nolan Clements	**Duluth Public Schools**	**5/8/2024**

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

Nathan Glockle
ALC/AEO Principal

Kathleen Wilson
Area Learning Center

May 9, 2024

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	GRAD DATE
Benjamin Keuten	**Duluth Public Schools**	**5/9 /2024**

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

Nathan Glockle
ALC/AEO Principal

Kathleen Wilson
Area Learning Center

May 14, 2024

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
Ayden Julian Sherin	**Duluth Public Schools**	**5/14/2024**

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

Nathan Glöckle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

May 14, 2024

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
Marisa Catherine Johnson	**Duluth Public Schools**	**5/14/2024**

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

Nathan Glöckle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

May 15, 2024

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
Tekia Asia Phagan	**Duluth Public Schools**	**5/15/2024**

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

Nathan Glöckle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

Lead Administrative Assistance
Denfeld High School
(218) 336-8830 ext. 2757
tracy.robertson@isd709.org

Our Mission: Denfeld's **Spirit** creates a safe and welcoming environment that provides **Opportunities** for all. We **Achieve** academic success, build relationships, and show **Respect** for all, so our students can accomplish their dreams, contribute to their communities, and improve our world.

Our Vision: We will work with our communities to:
- Offer engaging and differentiated academics with multiple tiers of support
- Foster accountability through proactive and restorative systems
- Prioritize relationships through social and emotional learning



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[Quoted text hidden]

Tracy Robertson <tracy.robertson@isd709.org> Mon, Apr 22, 2024 at 2:16 PM
To: Shannon Brown <shannon.brown@isd709.org>

Brooklyn R Peterson
Dillon D Gautsch
Calvin W Holley

Thank you so much Shannon

Appreciatively,

Tracy Robertson
Lead Administrative Assistance
Denfeld High School
(218) 336-8830 ext. 2757
tracy.robertson@isd709.org

Our Mission: Denfeld's **Spirit** creates a safe and welcoming environment that provides **Opportunities** for all. We **Achieve** academic success, build relationships, and show **Respect** for all, so our students can accomplish their dreams, contribute to their communities, and improve our world.

Our Vision: We will work with our communities to:
- Offer engaging and differentiated academics with multiple tiers of support
- Foster accountability through proactive and restorative systems
- Prioritize relationships through social and emotional learning



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[Quoted text hidden]

April 25, 2024

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	GRAD DATE
Summer Elaine Granger	**Duluth Public Schools**	**6/4/2024**

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

Nathan Glöckle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

April 25, 2024

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	GRAD DATE
Savannah Rose Haglin	**Duluth Public Schools**	**6/4/2024**

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

Nathan Glöckle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

April 25, 2024

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	GRAD DATE
Justice Leanne Rux	**Duluth Public Schools**	**6/4/2024**

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

Nathan Glöckle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

April 25, 2024

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	GRAD DATE
Jalishua McKinney	**Duluth Public Schools**	**6/4/2024**

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

Nathan Glöckle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

April 25, 2024

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	GRAD DATE
Kecia Rose Waliezer	**Duluth Public Schools**	**6/4/2024**

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

Nathan Glöckle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

April 25, 2024

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	GRAD DATE
Antranise Charlice Hardnett	**Duluth Public Schools**	**6/4/2024**

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

Nathan Glöckle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

April 25, 2024

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	GRAD DATE
Kierra Lynn McFarland	**Duluth Public Schools**	**6/4/2024**

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

Nathan Glöckle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

April 25, 2024

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	GRAD DATE
Ivery William Engstrom	**Duluth Public Schools**	**6/4/2024**

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

Nathan Glöckle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

April 25, 2024

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	GRAD DATE
Sierra Ann Thompson	**Duluth Public Schools**	**6/4/2024**

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

Nathan Glöckle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

April 25, 2024

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	GRAD DATE
Olivia Jolee Bowen Bradt	**Duluth Public Schools**	**6/4/2024**

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

Nathan Glöckle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

April 25, 2024

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	GRAD DATE
Nevada Inez Urrutia	**Duluth Public Schools**	**6/4/2024**

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

Nathan Glöckle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

April 25, 2024

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	GRAD DATE
Miles David Anderson	**Duluth Public Schools**	**6/4/2024**

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

Nathan Glöckle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

April 25, 2024

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	GRAD DATE
Jackson Xavier Wagner-Lundberg	**Duluth Public Schools**	**6/4/2024**

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

Nathan Glöckle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

April 25, 2024

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	GRAD DATE
Robert Allen Taylor	**Duluth Public Schools**	**6/4/2024**

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

Nathan Glöckle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

April 25, 2024

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	GRAD DATE
Adrian Joseph Baxter	**Duluth Public Schools**	**6/4/2024**

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

Nathan Glöckle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

April 25, 2024

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	GRAD DATE
Arbor Warren Taylor	**Duluth Public Schools**	**6/4/2024**

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

Nathan Glöckle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

April 24, 2024

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	GRAD DATE
Forest Benjamin Wright	**Academic Excellence Online High School**	**6/4/2024**

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

Nathan Glöckle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

April 24, 2024

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	GRAD DATE
Brigitte Blanche Truchot	**Academic Excellence Online High School**	**6/4/2024**

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

Nathan Glöckle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

April 24, 2024

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	GRAD DATE
Evan Thomas Sullivan	**Academic Excellence Online High School**	**6/4/2024**

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

Nathan Glöckle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

April 24, 2024

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	GRAD DATE
Dominic David Sloot	**Academic Excellence Online High School**	**6/4/2024**

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

Nathan Glöckle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

April 24, 2024

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	GRAD DATE
Allicia Ann Schleicher	**Academic Excellence Online High School**	**6/4/2024**

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

Nathan Glöckle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

April 24, 2024

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	GRAD DATE
Max Bennett Rubin	**Academic Excellence Online High School**	**6/4/2024**

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

Nathan Glöckle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

April 24, 2024

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	GRAD DATE
Chase Eric Peterson	**Academic Excellence Online High School**	**6/4/2024**

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

Nathan Glöckle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

April 24, 2024

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	GRAD DATE
Lily Faith Norman	**Academic Excellence Online High School**	**6/4/2024**

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

Nathan Glöckle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

April 24, 2024

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	GRAD DATE
Marissa Kaylee Norlien	**Academic Excellence Online High School**	**6/4/2024**

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

Nathan Glöckle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

April 24, 2024

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	GRAD DATE
Joseph Matthew Lenard	**Academic Excellence Online High School**	**6/4/2024**

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

Nathan Glöckle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

April 24, 2024

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	GRAD DATE
Mattisyn Mary Jane Krall	**Academic Excellence Online High School**	**6/4/2024**

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

Nathan Glöckle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

April 24, 2024

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	GRAD DATE
Anna Mae Koski	**Academic Excellence Online High School**	**6/4/2024**

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

Nathan Glöckle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

April 24, 2024

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	GRAD DATE
Rheese Everett Kaski	**Academic Excellence Online High School**	**6/4/2024**

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

Nathan Glöckle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

April 24, 2024

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	GRAD DATE
Sophia Alexis Gustafson	**Academic Excellence Online High School**	**6/4/2024**

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

Nathan Glöckle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

April 24, 2024

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	GRAD DATE
Luke Thomas Dynek	**Academic Excellence Online High School**	**6/4/2024**

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

Nathan Glöckle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

April 24, 2024

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	GRAD DATE
Jayla Jorshay Dobbs	**Academic Excellence Online High School**	**6/4/2024**

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

Nathan Glöckle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

April 24, 2024

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	GRAD DATE
Chloe Marie Clark	**Academic Excellence Online High School**	**6/4/2024**

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

Nathan Glöckle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

April 24, 2024

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
Natalie Melissa Rinae Carlsness	**Academic Excellence Online High School**

GRAD DATE **6/4/2024**

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

Nathan Glöckle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

April 24, 2024

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	GRAD DATE
Emma Elizabeth Bain	**Academic Excellence Online High School**	**6/4/2024**

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

Nathan Glöckle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

Merritt Creek Academy
4000 W 9th St, Duluth, MN 55807
Phone: (218)625-2690 ~ Fax: (218) 336-8959

May 16th, 2024

John Magas
Duluth Public Schools
4316 Rice Lake Road, Suite 108
Duluth, MN 55811

Dear Mr. Magas,

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

Name of Graduate	School	Graduation Date
LeeAnna Marie Osborne	Merritt Creek Academy	June 6th, 2024

Thank you

Jacob Hintsala
Principal

DATA SHARING AGREEMENT FOR RELEASE OF DATA UNDER "SCHOOL OFFICIAL" EXCEPTION

This Data Sharing Agreement ("Agreement") between Independent School District No. 709, Duluth Public Schools ("District") and THE COLLEGE OF ST. SCHOLASTICA, TRIO TALENT SEARCH is entered into as of July 1, 2024. (Effective Date"). The District and THE COLLEGE OF ST. SCHOLASTICA, TRIO TALENT SEARCH are referred to collectively as the "Parties."

WHEREAS, certain individuals affiliated with THE COLLEGE OF ST. SCHOLASTICA, TRIO TALENT SEARCH (hereinafter "Requesting Entity") will provide *EDUCATIONAL SUPPORT* to the District for the 2024-2025 school year; and

WHEREAS, the services to be provided by individuals affiliated with Requesting Entity are institutional services and functions for which the District would otherwise use its own employees; and

WHEREAS, the District anticipates individuals affiliated with Requesting Entity will be required to access personally identifiable information related to students and educational data in order to effectively provide services to the District; and

WHEREAS, both the Family Educational Rights and Privacy Act ("FERPA") and the Minnesota Government Data Practices Act ("MGDPA") allow certain contractors, consultants, volunteers, and other parties to access information that would otherwise be protected from disclosure under a "school official" exception; and

WHEREAS, individuals affiliated with Requesting Entity will be providing services in a manner that meets the relevant requirements to qualify as a "school official" under both FERPA and the MGDPA; and

WHEREAS, the Parties wish to enter into this Agreement in order to outline in greater detail the terms and conditions upon which individuals affiliated with Requesting Entity will be granted access to certain protected student data as a "school official."

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree to the following:

1. **Services Provided to District.** Requesting Entity is a *NON - PROFIT ORGANIZATION whose TUTOR* will provide *EDUCATIONAL SUPPORT* to the District. The services to be provided to the District are institutional services and functions for which the District would otherwise use its own employees.

2. **Protected Student Data Defined.** "Protected Student Data" means any data defined as "personally identifiable information" contained in educational records

as the term is defined in FERPA and its implementing regulations, 20 U.S.C. § 1232g and 34 C.F.R. § 99.31, or "educational data" as defined in the MGDPA, Minn. Stat. § 13.32.

3. **Types of Data to be Accessed.** In the course of providing the services described in Paragraph 1, individuals affiliated with Requesting Entity will have a legitimate need to access Protected Student Data in the form of ATTENDANCE, GRADES, GRADEBOOK, TRANSCRIPTS, TEST SCORES AND SCHEDULES. The data described in this Paragraph is subject to disclosure restrictions imposed by FERPA and the MGDPA.

4. **District's Control over Use and Maintenance of Data.** The following terms and conditions will govern the manner in which individuals affiliated with Requesting Entity will have access to Protected Student Data:

   a. *TUTOR* shall be the only representatives of Requesting Entity granted access to Protected Student Data in accordance with the terms of this Agreement. Protected Student Data shall not be shared with any employee, agent, volunteer, or other affiliate of Requesting Entity who is not within the group of individuals defined in this Paragraph. Prior to being granted access to Protected Student Data, each STUDENT TEACHERS must review and sign the acknowledgement and consent form attached hereto as Exhibit A.

   b. Requesting Entity shall not attempt to use, access, or maintain Protected Student Data for any reason other than purposes legitimately necessary for its TUTOR to provide the services referenced in Paragraph 1. Requesting Entity shall not maintain its own files, documents, or any other form of records containing Protected Student Data or attempt to obtain access to Protected Student Data for anyone other than an individual described Paragraph 4(a).

   c. The use and maintenance of Protected Student Data by TUTOR TEACHERS shall be at all times subject to the District's direct control.

   d. Individuals providing services as TUTOR shall be granted access to Protected Student Data through the District's Infinite Campus system in a manner deemed appropriate by the District. Requesting Entity shall supply the District with a list of the names of the individuals providing services as TUTOR to the principal of the building in which each individual will be providing services. Upon receipt of the list of names, the District will determine using its sole discretion the extent to which each individual will be granted access to Protected Student Data through the Infinite Campus system. Under no circumstance will an individual be granted greater access

to Protected Student Data than what is legitimately necessary to effectively provide the services listed in Paragraph 1. The District retains the right to alter at any time and in its sole discretion the manner in which individuals providing services as TUTOR access Protected Student Data. No individual will be granted access to Protected Student Data unless the person has signed the form attached as Exhibit A and provided a copy to the principal of the building in which the individual will be providing services.

e. The individuals providing services as TUTOR shall not copy, duplicate, alter, modify, or otherwise make changes to or reproductions of Protected Student Data unless legitimately necessary to perform the services described in Paragraph 1. If any individual who has been granted access to data in accordance with this agreement has maintained copies or other reproductions of Protected Student Data for legitimate purposes, such copies or other reproductions must be destroyed within 30 days of the expiration of this Agreement.

f. The District reserves the right to restrict, modify, or discontinue the use and maintenance of Protected Student Data authorized by this agreement for any reason. If the District exercises its sole discretion to restrict or cancel access to data, Requesting Entity and/or its affected representatives shall destroy any copies or reproductions of data which they no longer have access in accordance with the timeframe and requirements of Paragraph 4(f) of this Agreement.

5. **Redisclosure of Protected Student Data.** In the course of performing the services described in Paragraph 1, the Parties agree that individuals providing services to the district as STUDENT TEACHERS shall not redisclose Protected Student Data to any representative of Requesting Entity not within the class of individuals identified in Paragraph 4(a) or any person or party other than a school official with a legitimate need to access the data unless disclosure is specifically authorized or required by law. In the event a parent or eligible student requests disclosure of Protected Student Data to a third party, Requesting Entity and its representatives shall direct the requesting parent or eligible student to the appropriate building principal, who will process each request to disclose Protected Student Data in accordance with applicable District policies and procedures.

6. **Data Related to TUTOR Evaluations.** The Parties agree that data maintained by the District with respect to individuals who perform services on a voluntary basis for the District is defined as personnel data by the MGDPA, Minn. Stat. § 13.43. In the event Requesting Entity requests information from the District that is not classified as public data pursuant to Minn. Stat. § 13.43, subd. 2, Requesting

Entity shall obtain a written consent of the subject of the data prior to requesting the data from the District.

7. **Term.** This agreement shall be valid from the date duly approved by both Parties through June 30, 2025. On July 1, 2025, this agreement shall terminate and the District will terminate the ability of the individuals described in Paragraph 4(a) to access Protected Student Data.

8. **Successors and Assigns.** This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No Party may assign or transfer this Agreement or any of its rights, interests or obligations hereunder without the prior written consent of the other Party.

9. **Amendment/Modification.** This Agreement may be amended or modified only by a writing executed by the Parties. No custom or practice of the Parties at variance with the terms hereof will have any effect.

10. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the parties relative to the subject matter hereof. The parties have not relied upon any promises, representations, warranties, agreements, covenants or undertakings, other than those expressly set forth or referred to herein. This Agreement replaces and supersedes any and all prior oral or written agreements, representations and discussions relating to such subject matter.

IN WITNESS HEREOF, the Parties have executed this Agreement as of the date first written above.

DATE: 5/14/24

By: Anthony Burke 5/14/24
~~Director of Assessment~~ / Evaluation / Performance
Assistant Superintendent

DATE: 5-9-2024

By: Kirsten Walker (Kirsten Walker)

Title: Director - TRIO Talent Search

Phone: 218-723-5952

DATE: _____

By: _____
School Board Chair, Duluth School District 709

DATA SHARING AGREEMENT FOR RELEASE OF DATA UNDER "SCHOOL OFFICIAL" EXCEPTION

This Data Sharing Agreement ("Agreement") between Independent School District No. 709, Duluth Public Schools ("District") and THE COLLEGE OF ST. SCHOLASTICA, UPWARD BOUND, is entered into as of July 1, 2024 ("Effective Date"). The District and THE COLLEGE OF ST. SCHOLASTICA, UPWARD BOUND are referred to collectively as the "Parties."

WHEREAS, certain individuals affiliated with THE COLLEGE OF ST. SCHOLASTICA, UPWARD BOUND (hereinafter "Requesting Entity") will provide *EDUCATIONAL SUPPORT* to the District for the 2024-2025 school year; and

WHEREAS, the services to be provided by individuals affiliated with Requesting Entity are institutional services and functions for which the District would otherwise use its own employees; and

WHEREAS, the District anticipates individuals affiliated with Requesting Entity will be required to access personally identifiable information related to students and educational data in order to effectively provide services to the District; and

WHEREAS, both the Family Educational Rights and Privacy Act ("FERPA") and the Minnesota Government Data Practices Act ("MGDPA") allow certain contractors, consultants, volunteers, and other parties to access information that would otherwise be protected from disclosure under a "school official" exception; and

WHEREAS, individuals affiliated with Requesting Entity will be providing services in a manner that meets the relevant requirements to qualify as a "school official" under both FERPA and the MGDPA; and

WHEREAS, the Parties wish to enter into this Agreement in order to outline in greater detail the terms and conditions upon which individuals affiliated with Requesting Entity will be granted access to certain protected student data as a "school official."

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree to the following:

1. **Services Provided to District.** Requesting Entity is a NON-PROFIT ORGANIZATION *whose TUTOR* will provide *EDUCATIONAL SUPPORT* to the District. The services to be provided to the District are institutional services and functions for which the District would otherwise use its own employees.

2. **Protected Student Data Defined.** "Protected Student Data" means any data defined as "personally identifiable information" contained in educational records as the term is defined in FERPA and its implementing regulations, 20 U.S.C. §

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1232g and 34 C.F.R. § 99.31, or "educational data" as defined in the MGDPA, Minn. Stat. § 13.32.

3. **Types of Data to be Accessed.** In the course of providing the services described in Paragraph 1, individuals affiliated with Requesting Entity will have a legitimate need to access Protected Student Data in the form of ATTENDANCE, GRADES, GRADEBOOK, TRANSCRIPTS, TEST SCORES AND SCHEDULES. The data described in this Paragraph is subject to disclosure restrictions imposed by FERPA and the MGDPA.

4. **District's Control over Use and Maintenance of Data.** The following terms and conditions will govern the manner in which individuals affiliated with Requesting Entity will have access to Protected Student Data:

   a. *TUTOR* shall be the only representatives of Requesting Entity granted access to Protected Student Data in accordance with the terms of this Agreement. Protected Student Data shall not be shared with any employee, agent, volunteer, or other affiliate of Requesting Entity who is not within the group of individuals defined in this Paragraph. Prior to being granted access to Protected Student Data, each TUTOR must review and sign the acknowledgement and consent form attached hereto as Exhibit A.

   b. Requesting Entity shall not attempt to use, access, or maintain Protected Student Data for any reason other than purposes legitimately necessary for its TUTOR to provide the services referenced in Paragraph 1. Requesting Entity shall not maintain its own files, documents, or any other form of records containing Protected Student Data or attempt to obtain access to Protected Student Data for anyone other than an individual described Paragraph 4(a).

   c. The use and maintenance of Protected Student Data by TUTOR shall be at all times subject to the District's direct control.

   d. Individuals providing services as TUTOR shall be granted access to Protected Student Data through the District's Infinite Campus system in a manner deemed appropriate by the District. Requesting Entity shall supply the District with a list of the names of the individuals providing services as TUTOR to the principal of the building in which each individual will be providing services. Upon receipt of the list of names, the District will determine using its sole discretion the extent to which each individual will be granted access to Protected Student Data through the Infinite Campus system. Under no circumstance will an individual be granted greater access to Protected Student Data than what is legitimately necessary to effectively provide the services listed in Paragraph 1. The District retains the right to alter at any time and in its sole discretion the manner in which individuals

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providing services as TUTOR access Protected Student Data. No individual will be granted access to Protected Student Data unless the person has signed the form attached as Exhibit A and provided a copy to the principal of the building in which the individual will be providing services.

e. The individuals providing services as TUTOR shall not copy, duplicate, alter, modify, or otherwise make changes to or reproductions of Protected Student Data unless legitimately necessary to perform the services described in Paragraph 1. If any individual who has been granted access to data in accordance with this agreement has maintained copies or other reproductions of Protected Student Data for legitimate purposes, such copies or other reproductions must be destroyed within 30 days of the expiration of this Agreement.

f. The District reserves the right to restrict, modify, or discontinue the use and maintenance of Protected Student Data authorized by this agreement for any reason. If the District exercises its sole discretion to restrict or cancel access to data, Requesting Entity and/or its affected representatives shall destroy any copies or reproductions of data which they no longer have access in accordance with the timeframe and requirements of Paragraph 4(f) of this Agreement.

5. **Redisclosure of Protected Student Data.** In the course of performing the services described in Paragraph 1, the Parties agree that individuals providing services to the district as TUTOR shall not redisclose Protected Student Data to any representative of Requesting Entity not within the class of individuals identified in Paragraph 4(a) or any person or party other than a school official with a legitimate need to access the data unless disclosure is specifically authorized or required by law. In the event a parent or eligible student requests disclosure of Protected Student Data to a third party, Requesting Entity and its representatives shall direct the requesting parent or eligible student to the appropriate building principal, who will process each request to disclose Protected Student Data in accordance with applicable District policies and procedures.

6. **Data Related to TUTOR Evaluations.** The Parties agree that data maintained by the District with respect to individuals who perform services on a voluntary basis for the District is defined as personnel data by the MGDPA, Minn. Stat. § 13.43. In the event Requesting Entity requests information from the District that is not classified as public data pursuant to Minn. Stat. § 13.43, subd. 2, Requesting Entity shall obtain a written consent of the subject of the data prior to requesting the data from the District.

7. **Term.** This agreement shall be valid from the date duly approved by both Parties through June 30, 2025. On July 1, 2025, this agreement shall terminate and the District will terminate the ability of the individuals described in Paragraph 4(a) to access Protected Student Data.

8. **Successors and Assigns.** This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No Party may assign or transfer this Agreement or any of its rights, interests or obligations hereunder without the prior written consent of the other Party.

9. **Amendment/Modification.** This Agreement may be amended or modified only by a writing executed by the Parties. No custom or practice of the Parties at variance with the terms hereof will have any effect.

10. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the parties relative to the subject matter hereof. The parties have not relied upon any promises, representations, warranties, agreements, covenants or undertakings, other than those expressly set forth or referred to herein. This Agreement replaces and supersedes any and all prior oral or written agreements, representations and discussions relating to such subject matter.

IN WITNESS HEREOF, the Parties have executed this Agreement as of the date first written above.

DATE: 5/6/24

By: Anthony Brita Assistant Superintendent
Director of Assessment / Evaluation / Performance

DATE: 4-24-24

By: AMY GALAROWICZ
Title: DIRECTOR, UPWARD BOUND & UPWARD BOUND MATH & SCIENCE
Phone: 218-723-6760

DATE: _____

By: _____
School Board Chair, Duluth School District 709

DATA SHARING AGREEMENT FOR RELEASE OF DATA UNDER "SCHOOL OFFICIAL" EXCEPTION

This Data Sharing Agreement ("Agreement") between Independent School District No. 709, Duluth Public Schools ("District") and THE REGENTS OF THE UNIVERSITY OF MINNESOTA THROUGH ITS DULUTH CAMPUS UPWARD BOUND, is entered into as of July 1, 2024 ("Effective Date"). The District and THE REGENTS OF THE UNIVERSITY OF MINNESOTA THROUGH ITS DULUTH CAMPUS UPWARD BOUND PROGRAM are referred to collectively as the "Parties."

WHEREAS, certain individuals affiliated with THE REGENTS OF THE UNIVERSITY OF MINNESOTA THROUGH ITS DULUTH CAMPUS UPWARD BOUND (hereinafter "Requesting Entity") will provide *EDUCATIONAL SUPPORT* to the District for the 2024-2025 school year; and

WHEREAS, the services to be provided by individuals affiliated with Requesting Entity are institutional services and functions for which the District would otherwise use its own employees; and

WHEREAS, the District anticipates individuals affiliated with Requesting Entity will be required to access personally identifiable information related to students and educational data in order to effectively provide services to the District; and

WHEREAS, both the Family Educational Rights and Privacy Act ("FERPA") and the Minnesota Government Data Practices Act ("MGDPA") allow certain contractors, consultants, volunteers, and other parties to access information that would otherwise be protected from disclosure under a "school official" exception; and

WHEREAS, individuals affiliated with Requesting Entity will be providing services in a manner that meets the relevant requirements to qualify as a "school official" under both FERPA and the MGDPA; and

WHEREAS, the Parties wish to enter into this Agreement in order to outline in greater detail the terms and conditions upon which individuals affiliated with Requesting Entity will be granted access to certain protected student data as a "school official."

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree to the following:

1. **Services Provided to District.** Requesting Entity is a CONSTITUTIONAL CORPORATION *whose TUTOR* will provide *EDUCATIONAL SUPPORT* to the District. The services to be provided to the District are institutional services and functions for which the District would otherwise use its own employees.

2. **Protected Student Data Defined.** "Protected Student Data" means any data defined as "personally identifiable information" contained in educational records as the term is defined in FERPA and its implementing regulations, 20 U.S.C. § 1232g and 34 C.F.R. § 99.31, or "educational data" as defined in the MGDPA, Minn. Stat. § 13.32.

3. **Types of Data to be Accessed.** In the course of providing the services described in Paragraph 1, individuals affiliated with Requesting Entity will have a legitimate need to access Protected Student Data in the form of ATTENDANCE, GRADES, GRADEBOOK, TRANSCRIPTS, TEST SCORES AND SCHEDULES.The data described in this Paragraph is subject to disclosure restrictions imposed by FERPA and the MGDPA.

4. **District's Control over Use and Maintenance of Data.** The following terms and conditions will govern the manner in which individuals affiliated with Requesting Entity will have access to Protected Student Data:

   a. *TUTOR* shall be the only representatives of Requesting Entity granted access to Protected Student Data in accordance with the terms of this Agreement. Protected Student Data shall not be shared with any employee, agent, volunteer, or other affiliate of Requesting Entity who is not within the group of individuals defined in this Paragraph. Prior to being granted access to Protected Student Data, each TUTOR must review and sign the acknowledgement and consent form attached hereto as Exhibit A.

   b. Requesting Entity shall not attempt to use, access, or maintain Protected Student Data for any reason other than purposes legitimately necessary for its TUTOR to provide the services referenced in Paragraph 1. Requesting Entity shall not maintain its own files, documents, or any other form of records containing Protected Student Data or attempt to obtain access to Protected Student Data for anyone other than an individual described Paragraph 4(a).

   c. The use and maintenance of Protected Student Data by TUTOR shall be at all times subject to the District's direct control.

   d. Individuals providing services as TUTOR shall be granted access to Protected Student Data through the District's Infinite Campus system in a manner deemed appropriate by the District. Requesting Entity shall supply the District with a list of the names of the individuals providing services as TUTOR to the principal of the building in which each individual will be providing services. Upon receipt of the list of names, the District will determine using its sole discretion the extent to which each individual will be granted access to Protected Student Data through the Infinite Campus system. Under no circumstances will an individual be granted greater access

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to Protected Student Data than what is legitimately necessary to effectively provide the services listed in Paragraph 1. The District retains the right to alter at any time and in its sole discretion the manner in which individuals providing services as TUTOR access Protected Student Data. No individual will be granted access to Protected Student Data unless the person has signed the form attached as Exhibit A and provided a copy to the principal of the building in which the individual will be providing services.

e. The individuals providing services as TUTOR shall not copy, duplicate, alter, modify, or otherwise make changes to or reproductions of Protected Student Data unless legitimately necessary to perform the services described in Paragraph 1. If any individual who has been granted access to data in accordance with this agreement has maintained copies or other reproductions of Protected Student Data for legitimate purposes, such copies or other reproductions must be destroyed within 30 days of the expiration of this Agreement.

f. The District reserves the right to restrict, modify, or discontinue the use and maintenance of Protected Student Data authorized by this agreement for any reason. If the District exercises its sole discretion to restrict or cancel access to data, Requesting Entity and/or its affected representatives shall destroy any copies or reproductions of data which they no longer have access in accordance with the timeframe and requirements of Paragraph 4(f) of this Agreement.

5. **Redisclosure of Protected Student Data.** In the course of performing the services described in Paragraph 1, the Parties agree that individuals providing services to the district as TUTOR shall not redisclose Protected Student Data to any representative of Requesting Entity not within the class of individuals identified in Paragraph 4(a) or any person or party other than a school official with a legitimate need to access the data unless disclosure is specifically authorized or required by law. In the event a parent or eligible student requests disclosure of Protected Student Data to a third party, Requesting Entity and its representatives shall direct the requesting parent or eligible student to the appropriate building principal, who will process each request to disclose Protected Student Data in accordance with applicable District policies and procedures.

6. **Data Related to TUTOR Evaluations.** The Parties agree that data maintained by the District with respect to individuals who perform services on a voluntary basis for the District is defined as personnel data by the MGDPA, Minn. Stat. § 13.43. In the event Requesting Entity requests information from the District that is not classified as public data pursuant to Minn. Stat. § 13.43, subd. 2, Requesting Entity shall obtain a written consent of the subject of the data prior to requesting the data from the District.

7. **Term.** This agreement shall be valid from the date duly approved by both Parties through June 30, 2025. On July 1, 2025, this agreement shall terminate and the District will terminate the ability of the individuals described in Paragraph 4(a) to access Protected Student Data.

8. **Successors and Assigns.** This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No Party may assign or transfer this Agreement or any of its rights, interests or obligations hereunder without the prior written consent of the other Party.

9. **Amendment/Modification.** This Agreement may be amended or modified only by a writing executed by the Parties. No custom or practice of the Parties at variance with the terms hereof will have any effect.

10. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the parties relative to the subject matter hereof. The parties have not relied upon any promises, representations, warranties, agreements, covenants or undertakings, other than those expressly set forth or referred to herein. This Agreement replaces and supersedes any and all prior oral or written agreements, representations and discussions relating to such subject matter.

IN WITNESS HEREOF, the Parties have executed this Agreement as of the date first written above.

DATE: 5/6/24

By: Anthony Bon L Asst. Supt.
Director of Assessment / Evaluation / Performance

DATE: 04-23-2024

By: Jill Pinkney Pastrana

Title: Dean, CEHSP UMD

Phone: 218-726-6537

DATE: _____

By: _____
School Board Chair, Duluth School District 709

902 USE OF SCHOOL DISTRICT FACILITIES AND EQUIPMENT

I. PURPOSE

The purpose of this policy is to provide guidelines for community use of school facilities and equipment.

II. GENERAL STATEMENT OF POLICY

The school board encourages maximum use of school facilities and equipment for community purposes if, in its judgment, that use will not interfere with use for school purposes.

III. SCHEDULED COMMUNITY EDUCATION CLASSES AND ACTIVITIES

A. The school district administration shall be charged with the process of scheduling rooms and special areas for community education classes and activities planned to be offered during each session.

B. Procedures for providing publicity, registration, and collection of fees shall be the responsibility of the school district administration.

C. Registration fees may be structured to include a pro-rata portion of costs for custodial services that may be needed.

IV. GENERAL COMMUNITY USE OF SCHOOL FACILITIES

A. The school board may authorize the use of school facilities by community groups or individuals. It may impose reasonable regulations and conditions upon the use of school facilities as it deems appropriate.

B. Requests for use of school facilities by community groups or individuals shall be made through the school district ~~administrative office~~ community education office. The ~~administration~~ district will present recommended procedures for the processing and review of requests to the school board. Upon approval by the school board, such procedures shall be an addendum to this policy.

C. The school board may require a rental fee for the use of school facilities. Such fee may include the cost of custodial, technician, and supervisory service if deemed necessary. This fee may also be reviewed and adjusted annually. It may also require a deposit or surety bond for the proper use and repair of damage to school facilities. A rental fee schedule, deposit or surety bond schedule, and payment procedure shall be presented for review and approval by the school board.

D. When emergencies or unusual circumstances arise that necessitate rescheduling the use of school facilities, every effort will be made to find acceptable alternative meeting space.

E. ISD 709 Group Classification and Priority List

a. Class I
   i. 709 District Groups
   ii. School sponsored Pre-K – 12 programs, classes, co-curricular activities, meetings
   iii. Community Education Programming*
   iv. Duluth Pre-School
   v. Early Childhood and Family Education
   vi. Professional Development
   vii. KeyZone – district affiliated after school programming
   viii. PTO/PTA groups
   ix. District affiliated athletic booster clubs

Class I users shall not be required to pay a permit fee or a facility use fee, but they may be required to reimburse the District for staff costs or other expenses directly attributable to the activity. ISD 709 Employees are not permitted to rent District space to conduct activities for their own private profit.

b. Class II - Subject to fees
   i. Non-profit, tax-exempt youth community groups and organizations with at least 70% ISD 709 resident participants.
   ii. Scout groups, 4-H, Duluth Community School Collaborative, Valley Youth Center
   iii. District Area Athletic Associations (serving youth aged 18 and under)
   iv. Groups sponsored by the City of Duluth, St. Louis County, State of Minnesota, or any federal government group.
   v. Non-profit, tax-exempt community groups related to political groups (caucuses, polling, or elections), but not to host events that charge admission or are fundraising in nature.
   vi. Duluth based colleges and universities.

c. Class III - Subject to fees
   i. Non-profit, tax-exempt groups and organizations within ISD 709 district boundaries that use school facilities for events to raise money and/or charge admission (youth athletic tournaments, fundraisers).
   ii. This does not include charging admission to cover direct activity expenses.
   iii. Other non-profit, tax-exempt organizations and businesses, as well as, residents, and neighborhood groups within ISD 709 district boundaries.
   iv. Duluth based private and charter schools, religious groups, and groups containing less than 70% ISD 709 serving resident participants.
   v. Non-Duluth based non-profits, schools, colleges and

universities, youth sport and athletic associations.

d. Class IV - Subject to fees
   i. Commercial and for-profit groups and individuals

V. USE OF SCHOOL EQUIPMENT

The administration will present a procedure to the school board for review and approval regarding the type of equipment that is available for community use, the extent to which it may be utilized, and the manner by which it may be scheduled for use and any charges to be made relating thereto. Upon approval of the school board, such procedure shall be an addendum to this policy.

VI. RULES FOR USE OF FACILITIES AND EQUIPMENT

The school board expects members of the community who use facilities and equipment to do so with respect for school district property and an understanding of proper use. Individuals and groups shall be responsible for damage to facilities and equipment. A certificate of insurance may be required by the school district to ensure payment for these damages and any liability for injuries. The district will determine the need for provided insurance based on risk assessment of the activity and size of permitted groups. Insured individuals, groups and/or organizations that are not ISD 709 school or district affiliated groups should provide proof of liability insurance and submit a Certificate of Insurance verifying liability insurance covering up to $1,000,000 prior to use of district facilities.

Legal References: Minn. Stat. § 123B.51 (Schoolhouses and Sites; Uses for School and Nonschool Purposes; Closings)

Cross References: MSBA/MASA Model Policy 801 (Equal Access to School Facilities)
MSBA/MASA Model Policy 901 (Community Education)

Replacing: Policies 1130, 1130.1R, 1130.2R, 1130.3R, 1130.4R
First Reading:
Second Reading:
Adopted:

1130 GENERAL USE OF SCHOOL FACILITIES

The School Board, being aware of the large capital investment the community has in school facilities, has determined that the community should receive maximum return for this investment. The introduction of the community education program has been made in pursuit of this objective. The policy is further extended to the use of school buildings and facilities by community groups in the promotion of school, civic, or social goals, at no charge, subject to the following conditions:

1. The requirements of the school program will receive priority in the assignment of school facilities.
2. School-related organizations, such as parent teacher student organizations and professional educational organizations will be given priority over non-related organizations.
3. The community education program will take precedence over non-educational programs.
4. Approved student groups will be given priority over adult groups.
5. Regular building custodial personnel are on duty and performing normal in-session activities.

School equipment may be used by non-school organizations or individuals. Removal of school equipment from buildings to which assigned, to be used for non-school purposes, is not authorized. Requests for equipment to be used shall be made when applying for building permit and noted thereon. A charge will be made for audio-visual equipment as listed in the auditorium fee schedule.

School facilities will be available for use on Saturdays, Sundays, or holidays. Any permits issued for buildings which are not staffed with custodial personnel at the time requested, will have a usage fee charged for said services. Any group utilizing school facilities must maintain proper and sufficient supervision of the group to ensure continuance of their permit authorization. The building principal and the Community Education Coordinator, in cooperation with the building engineer, will make final determination of adequacy of supervision. If supervision is determined to be inadequate by an agent of the School District, the use permit may be revoked.

Adopted: 06-09-1970 ISD 709
Revised: 09-26-1972
07-18-1978
08-10-1982
12-11-1984
06-20-1995 ISD 709

1130.1R USE OF SCHOOL FACILITIES INFORMATION - APPLICATION FOR USE OF SCHOOL BUILDING

Applications for use of buildings and grounds may be obtained at the facility being requested.

The application must be completed in full and must be signed by at least one adult supervisor and be submitted to the principal and Community Education Office for approval. Such application must be filed at least two days prior to the date requested and at least five days prior when overtime is involved.

Users of school facilities may be subject to rental fees as determined by the School Board and published in a separate fee schedule.

Meeting Place
Users must strictly adhere to rules prohibiting the overcrowding of rooms.
It will be necessary for all schools to schedule, in advance, the use of their buildings for all school activities to eliminate potential scheduling problems with outside agencies/groups desiring building usage. Schedules of school related events must be submitted to the Community Education office.

Regular Meetings and Hours
Applications should be made quarterly for use of rooms/facilities for regular meetings.

Activities
No charge shall be made to the following groups for use of schools on week nights during the school year: regular scouting activities, PTSAs, community clubs, adult community groups, and adult education. Permits will be allowed where there is no conflict with regular school activities. When extra custodial staffing or overtime is required, such costs shall be charged to the program or activity incurring such cost.

A request for use of a facility, unusual in either character or length of time, shall be submitted to the Superintendent or the Community Education Coordinator for consideration.

Approved: 06-26-1972 ISD 709
Revised: 07-18-1978
08-10-1982
12-11-1984
06-20-1995 ISD 709

1130.2R - USE OF SCHOOL FACILITIES

General Regulations

No group or organization may sublet use of a building/facility to any other group. Responsibility and liability for injury to persons or damage to School Board property shall be assumed by the organization or individual signing the application.

Any non-school group using the facilities or building and charging admission or requesting donations shall be subject to a rental fee. Any non-school adult group that pays a fee to another organization will be subject to a rental fee. Permits for use of buildings and facilities on Saturdays, Sundays, holidays and recess periods when school is not in session may be issued upon approval of the principal and Community Education Office. Maximum participation and utilization of buildings and facilities shall be made. Specific attendance requirements shall be determined for special areas such as gymnasiums, swimming pools, lunchrooms, and kitchen facilities.

When school is not in session during summer recess periods, all requests for building usage shall be processed by the Community Education Office, Central Administration Building. Groups originating outside the boundaries of the School District, requesting school facility usage, shall be charged a usage fee. Permit holders shall be responsible persons at least eighteen (18) years of age. Recreational leaders and instructors must be responsible and qualified individuals. No leader may place a substitute in charge of a group without securing approval from the principal and Community Education Coordinator.

Attendance shall be based upon the nature of the activity and the facilities used, as stated in the permit. Maximum utilization of school facilities shall be considered when granting a permit. Any group holding a blanket permit for use of school facilities that fails to appear for two (2) consecutive periods, may forfeit the remainder of the permit at the discretion of the principal and/or the Community Education Coordinator. A permit may be canceled by the principal and/or the Community Education Coordinator due to conduct, infractions of rules, or security procedures.

The custodian-engineer on duty shall supervise the operation of the physical plant and shall not be required to supervise groups or activities. Users will adhere to specific rules for use of special areas such as gymnasiums, swimming pools, kitchen and lunchroom facilities. Buildings shall be vacated by the time specified on the building permit. Activities must be concluded in time to provide clearance of the buildings by the time specified on building use permit or overtime charges will be incurred.

Flags, other than the United States and the State of Minnesota, cannot be displayed at any time on the school buildings or grounds or within the building except on special permission of the Superintendent of Schools. The United States flag should not be removed from any building, room or facility in which it is displayed.

The use of golf clubs, golf balls, and hard baseballs is limited to designated areas of school grounds and in school buildings. Permit holders are required to pay for necessary policing and for any damages to bleachers or grounds other than normal wear and tear as determined by the School Board. Use of school physical education equipment, athletic equipment, and supplies shall be permitted. Use of apparatus is permitted only when a qualified instructor is present.

Audio-visual equipment shall be operated only by individuals certified by the Media Services Department, such as audio-visual cadets.

Smoking is not permitted in school buildings or on school grounds.

In conformity with the Uniform Fire Code Article 26, Section 26.106, all decorations used in places of public assembly (classroom, auditoriums, etc.) shall be fireproof materials or sprayed with a fireproof solution. Approval for the use of any decorations shall be obtained from the building engineer prior to the use of and installation of said items.

Alcoholic beverages are not permitted on school premises. Gambling is not allowed on school property, except for the purpose of raffles as allowed within MN Statute 609.761 sub. 5, and guidelines set forth by the Duluth Public Schools. All raffles must be pre-approved by the Director of Business Services or his/her designee.

School Activities Conducted After the Close of the Regular School Day

The principal may reserve any part of a school building or grounds for school purposes. Permits shall be required but no limit to the number of meetings will be set for those activities considered part of regular school program. The facility or building must be open and the approval of the principal and the Community Education Office must be obtained. An activity supervisor must be present from the time of entry into the facility until the time of departure of the group. Permits for non-school activities will be processed on a quarterly basis.

Principals or designated employees of the School District are permitted to use the building without charge after school hours, Saturdays, and Sundays for committee, small group meetings, or School District sponsored co-curricular activities, such groups not to exceed fifteen (15) persons. Regular permit procedures shall apply. The principal or designated employee as identified on the permit shall be subject to the following conditions:

1. Principals or designated employees of the School District shall assume responsibility for securing of the building at the conclusion of such activity.
2. If the building is not secured properly and it is necessary to call an engineer back, the charges for the engineer shall be assessed to the department or individual assuming responsibility for opening the building.
3. Areas that have been used under this procedure shall be left in a condition that will accommodate the program designated for that location on the following day.

The engineer or a member of the maintenance staff need not be present. The use of the building will be entered on the Building Use Schedule. For groups larger than fifteen (15) persons, the regular permit procedure will apply.

Parent-Teacher-Student Association Meetings

Parent-Teacher-Student Associations and their subdivisions are required to obtain building use permits but shall not be required to pay a rental fee, unless a building is not staffed or overtime charges are incurred. It is recommended that PTSA meetings be scheduled when the building is staffed by the regular custodial staff.

Approved: 06-26-1972 ISD 709
Revised: 07-18-1978
08-10-1982
12-11-1984
06-20-1995
10-18-2005 ISD 709

1130.3R USE OF SPECIFIC AREAS - SWIMMING POOLS

Maximum number using pool facility is limited to fifty (50).

Any clean swimsuit (except wool) may be worn. Cut-offs, shirts, blouses and casual wear shorts are not permitted.

Participants shall provide their own towels. Mixed groups shall have a male and female adult supervisor in attendance.

Time allotment in the pool shall be limited to a maximum of one (1) hour. One-half (½) hour will be allowed for showering and dressing.

Permission for use of any foreign objects in the pool shall be granted only when necessary for training which leads to certification or for classes offered by the School District. Approval shall be obtained in advance from the principal and Community Education Coordinator.
The following rules shall be adhered to by all groups using pool facilities:

1. Take a hot soap shower, without suit, before and after swimming.
2. Use lavatories before swimming.
3. Remove bandages, plasters, tape, bobby pins, and gum before entering pool.
4. Enter and leave the water at lifeguard's request.
5. Avoid all forms of dangerous activities including running, pushing, "dunking," throwing objects, and hanging on diving board.
6. Remain out of the diving area while diving board is used.
7. Wait until others are out of the diving area before completing a dive.
8. Stay off diving board when occupied by another person. Take only one bounce when diving.
9. Swim straight out of diving area after completing a dive.
10. Report illness or injury to lifeguard or swimming instructor.
11. Stay in pool area suited to swimmer's ability or area designated by lifeguard or swimming instructor.
12. If assigned to a buddy, partner, or group, stay with the person or group until dismissed.
13. Persons with long hair are required to wear swim caps.
14. The use of gum, food, and drinks of any kind in the pool area is prohibited and shall be enforced by the lifeguard. The attendant will supervise the locker and shower areas for safety and cleanliness.
15. The lifeguard shall allow the use of approved equipment in the pool. Inner tubes and other inflated objects, towels, and metal objects are not permitted.
16. The lifeguard shall not allow more than fifty (50) swimmers in the swimming pool.
17. There shall be one lifeguard for every twenty-five (25) swimmers.
18. The lifeguard will allow the use of diving bricks, rings, flutter boards, and swimming fins as part of the regular instruction. Goggles, aqua lungs, skin diving equipment and snorkels shall be used only when qualified instructors are present and preliminary approval granted.
19. A first-aid kit shall be available for preliminary first aid.
20. Feats of daring, exhibition, rowdiness, and spouting of water are prohibited.

Telephones in pool areas are provided for EMERGENCY use only.

Group or individuals using the pool and/or gym are responsible for their own valuables.

Duties and Responsibilities of Lifeguard and/or Attendant

The lifeguard shall be dressed appropriately for swimming with official insignia on suit for identification.

The lifeguard, while on duty, shall not give swimming instructions.

The lifeguard, while on duty, shall not go into the water except to perform a rescue operation.

The lifeguard, while on duty, shall be responsible for the safety of the swimmers and shall never leave the pool area. An attendant shall collect fees, inspect swimmers, and take roll, when necessary. In an emergency all participants shall get out of the water and follow lifeguard's instructions.

During swimming time, the lifeguard or instructor shall be so located that he/she has an unobstructed view of the entire pool area.

The lifeguard shall check the lifesaving equipment periodically to determine if it is serviceable, properly racked, and placed in pool area.

The lifeguard shall check pool area and diving board for safe conditions before allowing swimmers into pool area.

The attendant shall require all swimmers to report to lifeguard or instructor before entering pool area. Swimmers are subject to any rules and regulations deemed necessary for the good and safety of all.

The lifeguard or attendant shall make foot checks periodically.

The lifeguard and attendant shall enforce rules of cleanliness, sanitation, safety, and conduct.

The lifeguard shall see that lifesaving equipment is not used for play purposes.

The lifeguard shall see that the exits are not locked when swimmers are using dressing and shower facilities and/or swimming pool.

The lifeguard shall see that a telephone or signaling device is available for the lifeguard or instructor to summon help in cases of emergency.

Kitchen and Cafeteria Facilities

The principal and Community Education Coordinator will grant permission for the use of cafeterias. The organization/individual will pay for any damages. All machinery and technical equipment shall be operated by regular food service employees at the expense of the organization.

Child Nutrition personnel employed by the renting organization shall be reimbursed at a rate of pay determined by the School Board.

Banquets or special dinners may be served in the school cafeterias for school-related functions. The cost of these services shall be paid by the group using said facilities.

All federal, state, and St. Louis County Health Department rules and regulations governing food service shall be adhered to.

The permit holder shall comply with the following restrictions:

1. No home canned products including vegetables, meat, poultry, fish or shellfish, or homemade sausage shall be sold or served.
2. None of the following potentially hazardous food shall be prepared in private homes and brought into school buildings for consumption:
   a. Casseroles containing meat, fish or poultry.
   b. Baked ham, roasted poultry, roasted pork.
   c. Salads and sandwiches containing meat, fish, poultry or eggs.
   d. Milk-based cream pies, including banana cream, Boston cream, butterscotch, chocolate, coconut cream or other milk-based mixtures. e. Custard-filled pastries including éclairs and cream puffs or other custard filled products.
3. Dishes and silverware of the cafeteria may be used. However, it shall be the responsibility of the organization, under the direction of the food service personnel, to return, clean, and store items in the same manner as before usage.

Regular School Libraries

School libraries are geared to school curriculum and not general public use. Should a community feel it important to open a local school library, the following usage procedure is required:

1. A request for library facility usage shall be filed with the principal and Community Education Coordinator and coordinated with the school librarian.
2. A trained person shall be on duty at all times.
3. Any person checking materials out of the library shall be identified by name, address telephone number.
4. Any individual, group, or organization shall be responsible for replacing any materials lost, damaged or destroyed during use of the library facility.

School Grounds and Athletic Fields

Application for the use of playgrounds and athletic fields shall be made in the same manner as for the use of buildings and facilities.

The applicant shall provide police and/or fire supervision for those activities where it is deemed necessary by the Community Education Coordinator.

There will be no charge for the use of elementary and secondary school grounds. Rental charges for the use of Public Schools Stadium shall be determined by the School Board.

Professional contests shall not be played on school athletic fields or playgrounds without School Board approval.

Industrial Arts Facilities
The industrial arts teacher shall be responsible for all equipment in an industrial arts facility.

Programs using industrial arts facilities shall be approved by the Community Education Office.

Gymnasiums

Gymnasiums may be used by organizations for recreation and instruction purposes. 1. No instructor, member of a gymnasium class, or visitor shall be permitted on the playing portion of the floor wearing street shoes.
2. Each leader shall use reasonable caution to see that snow, water, or dirt are removed from shoes before admittance to the gymnasium.
3. Each leader shall be held responsible for enforcement of all safety and security regulations.
4. Each leader shall conduct only those gymnasium activities that are meaningful and within the physical capabilities of the students/adults expected to perform them.
5. Use of School District owned physical education and athletic equipment and supplies will be permitted if authorized by the principal or Community Education Coordinator.
6. Use of physical education apparatus is permitted only when a leader competent to instruct in its use is present and use has prior approval of the principal or Community Education Coordinator.

Approved: 06-26-1972 ISD 709
Revised: 07-18-1978
08-10-1982
12-11-1984
06-20-1995 ISD 709

1130.4R USE OF SCHOOL FACILITIES - CUSTODIAL CHARGES

Whenever extra custodial costs are generated by programs taking place in the schools, such costs shall be billed to the department involved. The following classifications designate specific departmental codes to be charged for various activities requiring extra staff. Building permits for activities requiring extra custodial staffing which are not related to the regular school program shall receive final approval from the Community Education Office. Custodial costs for activities not part of the regular K-12 program shall be billed to Community Education.

The groups listed below will pay a facility usage fee only when it is necessary to add extra staff or overtime is incurred during evening, weekend, and holiday hours. If a group charges admission or requests donations for any activity, they shall be charged a usage fee. Approval for usage and fee assessments shall be determined by the Community Education Office. Such groups include:

Churches	Community Clubs	PTA/PTSA Activities
Caucuses	Dance Studios	Scouting Activities
City Council	Elections	YMCA
Civil Service Board	Hockey Programs	Youth Basketball
Commercial Use	Political Conventions	YWCA
Community Adult Activities	Pow Wows	

Operations

The cost of extra custodial staffing will be charged to the building operations for school sponsored programs and school related activities with the approval of the principal.

Basketball Games	Inservice	School Activities
Dances	Lock In Elementary	Speech Meets
High School Footbal	Plays	Swim Teams

Summer School

Custodial staff costs for the summer school gym and swim program will be charged to the summer school budget.

Child Nutrition

The Child Nutrition Department shall pay its proportionate share of custodial staff costs.

Approved: 06-26-72 ISD 709
Revised: 07-18-78
08-10-82
12-11-84
06-20-95 ISD 709

205 OPEN MEETINGS AND CLOSED MEETINGS

[Note: The provisions of this policy accurately reflect Minnesota's Open Meeting Law statutes and are not discretionary in nature.]

I. PURPOSE

A. The school board embraces accountability and transparency in the conduct of its business, in the belief that openness produces better programs, more efficient administration of programs, and an organization more responsive to public interest and less susceptible to private interest. The school board shall conduct its business under a presumption of openness. At the same time, the school board recognizes and respects the privacy rights of individuals as provided by law. The school board also recognizes that there are certain exceptions to the Minnesota Open Meeting Law as recognized in statute where it has been determined that, in limited circumstances, the public interest is best served by closing a meeting of the school board.

B. The purpose of this policy is to provide guidelines to assure the rights of the public to be present at school board meetings, while also protecting an individual's rights to privacy under law, and to close meetings when the public interest so requires as recognized by law.

II. GENERAL STATEMENT OF POLICY

A. Except as otherwise expressly provided by statute, all meetings of the school board, including executive sessions, shall be open to the public.

B. Meetings shall be closed only when expressly authorized by law.

III. DEFINITION

"Meeting" means a gathering of at least a quorum of school board members or quorum of a committee or subcommittee of school board members, at which members discuss, decide, or receive information as a group on issues relating to the official business of the school board. The term does not include a chance or social gathering or the use of social media by members of a public body so long as the social media use is limited to exchanges with all members of the general public. For purposes of the Open Meeting Law, social media does not include e-mail.

IV. PROCEDURES

A. Meetings

1. Regular Meetings

A schedule of the regular meetings of the school board shall be kept on file at the school district office. If the school board decides to hold a regular meeting at a time or place different from the time or place stated in its regular meeting schedule, it shall give the same notice of the meeting as for a special meeting.

2. Special Meetings

a. For a special meeting, the school board shall post written notice of the date, time, place, and purpose of the meeting on the principal bulletin board of the school district or on the door of the school board's usual meeting room if there is no principal bulletin board. The school board's actions at the special meeting are limited to those topics included in the notice.

b. The notice shall also be mailed or otherwise delivered to each person who has filed a written request for notice of special meetings. This notice shall be posted and mailed or delivered at least three days before the date of the meeting.

c. As an alternative to mailing or otherwise delivering notice to persons who have filed a written request, the school board may publish the notice once, at least three days before the meeting, in the official newspaper of the school district or, if none, in a qualified newspaper of general circulation within the area of the school district.

d. A person filing a request for notice of special meetings may limit the request to particular subjects, in which case the school board is required to send notice to that person only concerning those particular subjects.

e. The school board will establish an expiration date on requests for notice of special meetings and require refiling once each year. Not more than sixty (60) days before the expiration date of request for notice, the school board shall send notice of the refiling requirement to each person who filed during the preceding year.

3. Emergency Meetings

a. An emergency meeting is a special meeting called because of circumstances that, in the school board's judgment, require immediate consideration.

[Note: While the statute leaves the question to the board of whether the circumstances require immediate consideration at an emergency meeting, advisory opinions of the Minnesota Commissioner of Administration would limit such meetings to responding to natural disasters or health epidemics caused by an event such as an accident or terrorist attack.]

b. If matters not directly related to the emergency are discussed or acted upon, the minutes of the meeting shall include a specific description of those matters.

c. The school board shall make good faith efforts to provide notice of the emergency meeting to each news medium that has filed a written request for notice if the request includes the news medium's telephone number.

d. Notice of the emergency meeting shall be given by telephone or any other method used to notify the members of the school board.

e. Notice shall be provided to each news medium which has filed a written request for notice as soon as reasonably practicable after notice has been given to the school board members.

f. Notice shall include the subject of the meeting.

g. Posted or published notice of an emergency meeting shall not be required.

h. The notice requirements for an emergency meeting as set forth in this policy shall supersede any other statutory notice requirement for a special meeting that is an emergency meeting.

4. Recessed or Continued Meetings

If a meeting is a recessed or continued session of a previous meeting, and the time and place of the meeting was established during the previous meeting and recorded in the minutes of that meeting, then no further published or mailed notice is necessary.

5. Closed Meetings

The notice requirements of the Minnesota Open Meeting Law apply to closed meetings.

6. Actual Notice

If a person receives actual notice of a meeting of the school board at least twenty-four (24) hours before the meeting, all notice requirements are satisfied with respect to that person, regardless of the method of receipt of notice.

7. Meetings during Pandemic or Chapter 12 Emergency

In the event of a health pandemic or an emergency declared under Minnesota Statutes chapter 12, a meeting may be conducted by telephone or interactive technology in compliance with Minnesota Statutes section 13D.021.

8. Meetings by Interactive Technology

A meeting may be conducted by interactive technology, Zoom, Skype, or other similar electronic means in compliance with Minnesota Statutes section 13D.02.

B. Votes

The votes of school board members shall be recorded in a journal or minutes kept for that purpose. The journal or any minutes used to record votes of a meeting must be open to the public during all normal business hours at the school district's administrative offices.

C. Written Materials

1. In any open meeting, a copy of any printed materials, including electronic communications, relating to the agenda items of the meeting prepared or distributed by or at the direction of the school board or its employees and distributed to or available to all school board members shall be available in the meeting room for inspection by the public while the school board considers their subject matter.

2. This provision does not apply to materials not classified by law as public, or to

materials relating to the agenda items of a closed meeting.

D. Open Meetings and Data

1. Meetings may not be closed to discuss data that are not public data, except as provided under Minnesota law.

2. Data that are not public data may be discussed at an open meeting if the disclosure relates to a matter within the scope of the school board's authority and is reasonably necessary to conduct the business or agenda item before the school board.

3. Data discussed at an open meeting retain the data's original classification; however, a record of the meeting, regardless of form, shall be public.

E. Closed Meetings

1. Labor Negotiations Strategy

a. The school board may, by a majority vote in a public meeting, decide to hold a closed meeting to consider strategy for labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals, conducted pursuant to Minnesota's Public Employment Labor Relations Act (PELRA)

b. The time and place of the closed meeting shall be announced at the public meeting. A written roll of school board members and all other persons present at the closed meeting shall be made available to the public after the closed meeting. The proceedings of a closed meeting to discuss negotiation strategies shall be tape recorded, and the tape recording shall be preserved for two years after the contract discussed at the meeting is signed. The recording shall be made available to the public after all labor contracts are signed by the school board for the current budget period.

2. Sessions Closed by Bureau of Mediation Services

All negotiations, mediation meetings, and hearings between the school board and its employees or their respective representatives are public meetings. Mediation meetings may be closed only by the Commissioner of the Bureau of Mediation Services (BMS). The use of recording devices, stenographic records, or other recording methods is prohibited in mediation meetings closed by the BMS.

3. Preliminary Consideration of Allegations or Charges

The school board shall close one or more meetings for preliminary consideration of allegations or charges against an individual subject to its authority. If the school board members conclude that discipline of any nature may be warranted as a result of those specific charges or allegations, further meetings or hearings relating to those specific charges or allegations held after that conclusion is reached must be open. A meeting must also be open at the request of the individual who is the subject of the meeting. A closed meeting for this purpose must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

4. Performance Evaluations

The school board may close a meeting to evaluate the performance of an individual who is subject to its authority. The school board shall identify the individual to be evaluated prior to closing a meeting. At its next open meeting, the school board shall summarize its conclusions regarding the evaluation. A meeting must be open at the request of the individual who is the subject of the meeting. A closed meeting for this purpose must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

5. Attorney-Client Privilege Meeting

A meeting may be closed if permitted by the attorney-client privilege. Attorney-client privilege applies when litigation is imminent or threatened, or when the school board needs advice above the level of general legal advice, for example, regarding specific acts and their legal consequences. A meeting may be closed to seek legal advice concerning litigation strategy, but the mere threat that litigation might be a consequence of deciding a matter one way or another does not, by itself, justify closing the meeting. The motion to close the meeting must specifically describe the matter to be discussed at the closed meeting, subject to relevant privacy and confidentiality considerations under state and federal law. The law does not require that such a meeting be recorded.

6. Dismissal Hearing

a. A hearing on dismissal of a licensed teacher shall be public or private at the teacher's discretion. A hearing regarding placement of teachers on unrequested leave of absence shall be public.

b. A hearing on dismissal of a student pursuant to the Pupil Fair Dismissal Act shall be closed unless the pupil, parent, or guardian requests an open hearing.

c. To the extent a teacher or student dismissal hearing is held before the school board and is closed, the closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

7. Coaches; Opportunity to Respond

a. If the school board has declined to renew the coaching contract of a licensed or nonlicensed head varsity coach, it must notify the coach within fourteen (14) days of that decision.

b. If the coach requests the reasons for the nonrenewal, the school board must give the coach its reasons in writing within ten (10) days of receiving the request. The existence of parent complaints must not be the sole reason for the school board not to renew a coaching contract.

c. On the request of the coach, the school board must provide the coach with a reasonable opportunity to respond to the reasons at a school board meeting.

d. The meeting may be open or closed at the election of the coach unless the meeting is closed as required by Minnesota Statutes section

13D.05 to discuss educational or certain other nonpublic data.

e. A meeting closed for this purpose must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

8. Meetings to Discuss Certain Not Public Data

a. Any portion of a meeting must be closed if the following types of data are discussed:

(1) data that would identify alleged victims or reporters of criminal sexual conduct, domestic abuse, or maltreatment of minors or vulnerable adults;

(2) active investigative data collected or created by a law enforcement agency;

(3) educational data, health data, medical data, welfare data, or mental health data that are not public data; or

(4) an individual's personal medical records.

b. A closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

9. Purchase and Sale of Property

a. The school board may close a meeting:

(1) to determine the asking price for real or personal property to be sold by the school district;

(2) to review confidential or nonpublic appraisal data; and

(3) to develop or consider offers or counteroffers for the purchase or sale of real or personal property.

b. Before closing the meeting, the school board must identify on the record the particular real or personal property that is the subject of the closed meeting.

c. The closed meeting must be tape recorded at the expense of the school district. The tape must be preserved for eight years after the date of the meeting and be made available to the public after all real or personal property discussed at the meeting has been purchased or sold or the school board has abandoned the purchase or sale. The real or personal property that is the subject of the closed meeting must be specifically identified on the tape. A list of school board members and all other persons present at the closed meeting must be made available to the public after the closed meeting.

d. An agreement reached that is based on an offer considered at a closed meeting is contingent on its approval by the school board at an open

meeting. The actual purchase or sale must be approved at an open meeting and the purchase price or sale price is public data.

10. Security Matters

a. The school board may close a meeting to receive security briefings and reports, to discuss issues related to security systems, to discuss emergency response procedures, and to discuss security deficiencies in or recommendations regarding public services, infrastructure, and facilities, if disclosure of the information discussed would pose a danger to public safety or compromise security procedures or responses.

b. Financial issues related to security matters must be discussed and all related financial decisions must be made at an open meeting.

c. Before closing a meeting, the school board must refer to the facilities, systems, procedures, services, or infrastructures to be considered during the closed meeting.

d. The closed meeting must be tape recorded at the expense of the school district and the recording must be preserved for at least four years.

11. Other Meetings

Other meetings shall be closed as provided by law, except as provided above. A closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

F. Procedures for Closing a Meeting

The school board shall provide notice of a closed meeting just as for an open meeting. A school board meeting may be closed only after a majority vote at a public meeting. Before closing a meeting, the school board shall state on the record the specific authority permitting the meeting to be closed and shall describe the subject to be discussed.

Legal References:

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. Ch. 13D (Open Meeting Law)
Minn. Stat. § 121A.47, Subd. 5 (Exclusion and Expulsion Procedures)
Minn. Stat. § 122A.33, Subd. 3 (License and Degree Exemption for Head Coach)
Minn. Stat. § 122A.40, Subd. 14 (Employment; Contracts; Termination)
Minn. Stat. § 179A.14, Subd. 3 (Negotiation Procedures)
Minn. Rules Part 5510.2810 (Petition for Mediation)
Brown v. Cannon Falls Township, 723 N.W.2d 31 (Minn. App. 2006)
Brainerd Daily Dispatch v. Dehen, 693 N.W.2d 435 (Minn. App. 2005)
The Free Press v. County of Blue Earth, 677 N.W.2d 471 (Minn. App. 2004)
Prior Lake American v. Mader, 642 N.W.2d 729 (Minn. 2002)
Star Tribune v. Board of Education, Special School District No. 1, 507 N.W.2d 869 (Minn. App. 1993)
Minnesota Daily v. University of Minnesota, 432 N.W.2d 189 (Minn. App. 1988)
Moberg v. Independent School District No. 281, 336 N.W.2d 510 (Minn. 1983)
Sovereign v. Dunn, 498 N.W.2d 62 (Minn. App. 1993), *rev. denied*. (Minn. 1993)

Dept. of Admin. Advisory Op. No. 21-003 (April 19, 2021)
Dept. of Admin. Advisory Op. No. 21-002 (January 13, 2021)
Dept. of Admin. Advisory Op. No. 19-012 (October 24, 2019)
Dept. of Admin. Advisory Op. No. 19-008 (May 22, 2019)
Dept. of Admin. Advisory Op. No. 19-006 (April 9, 2019)
Dept. of Admin. Advisory Op. No. 18-019 (December 28, 2018)
Dept. of Admin. Advisory Op. No. 17-005 (June 22, 2017)
Dept. of Admin. Advisory Op. No. 13-009 (March 19, 2013)
Dept. of Admin. Advisory Op. No. 12-004 (March 8, 2012)
Dept. of Admin. Advisory Op. No. 11-004 (April 18, 2011)
Dept. of Admin. Advisory Op. No. 10-020 (September 23, 2010)
Dept. of Admin. Advisory Op. No. 09-020 (September 8, 2009)
Dept. of Admin. Advisory Op. No. 08-015 (July 9, 2008)
Dept. of Admin. Advisory Op. No. 06-027 (September 28, 2006)
Dept. of Admin. Advisory Op. No. 04-004 (February 3, 2004)

Cross References: MSBA/MASA Model Policy 204 (School Board Meeting Minutes)
MSBA/MASA Model Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)
MSBA/MASA Model Policy 207 (Public Hearings)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA Law Bulletin "C" (Minnesota's Open Meeting Law)

First Reading:
Second Reading:
Adopted:

*Adopted:*_____ *MSBA/MASA Model Policy 207*
Orig. 1995
*Revised:*_____ *Rev. 2022*

207 PUBLIC HEARINGS

I. PURPOSE

The school board recognizes the importance of obtaining public input on matters properly before the school board during a public hearing. The purpose of this policy is to establish procedures to efficiently receive public input.

II. GENERAL STATEMENT OF POLICY

For the school board to efficiently receive public input on matters properly before the school board, the school board establishes the procedures set forth in this policy are established.

III. PROCEDURES

A. Public Hearings

Public hearings are required by law concerning certain issues, including but not limited to, school closings (Minnesota Statutes section 123B.51), education district establishment (Minnesota Statutes section 123A.15), and agreements for secondary education (Minnesota Statutes section 123A.30). Additionally, other public hearings may be held by the school board on school district matters at the school board's discretion

B. Notice of Public Hearings

Public notice of a public hearing required by law shall be given as provided by the enabling legislation. Public notice of other hearings shall be given in the manner required for a regular meeting if held in conjunction with a regular meeting, in the manner required for a special meeting if held in conjunction with a special meeting, or as otherwise determined by the school board.

C. Public Participation

The school board retains the right to require that those in attendance at a public hearing indicate their desire to address the school board and complete and file with the clerk of the school board an appropriate request card prior to commencement of the hearing if the school board utilizes this procedure. In that case, any request to address the school board after the commencement of the hearing will be granted only at the school board's discretion.

1. Format of Request: If required by the school board, a written request of an individual or a group to address the school board shall contain the name and address of the person or group seeking to address the school board. It shall also contain the name of the group represented, if any, and a brief statement of the subject to be covered or the issue to be addressed.

2. Time Limitation: The school board retains the discretion to limit the time for each presentation as needs dictate.

3. Groups: The school board retains the discretion to require that any group of persons who desire to address the school board designate one representative

or spokesperson. If the school board requires designation of a representative or spokesperson, no other person in the group will be recognized to address the school board, except as the school board otherwise determines.

4. Privilege to Speak: A school board member should direct remarks or questions through the chair. Only those speakers recognized by the chair will be allowed to speak. Comments by others are out of order. Individuals who interfere with or interrupt speakers, the school board, or the proceedings may be directed to leave.

5. Personal Attacks: Personal attacks by anyone addressing the school board are unacceptable. Persistence in such remarks by an individual shall terminate that person's privilege to address the school board.

6. Limitations on Participation: Depending upon the number of persons in attendance seeking to be heard, the school board reserves the right to impose such other limitations and restrictions as necessary to provide an orderly, efficient, and fair opportunity to be heard.

Legal References: Minn. Stat. § 123A.15 (Establishing Education Districts)
Minn. Stat. § 123A.30 (Agreements for Secondary Education)
Minn. Stat. § 123B.51 (School Closings)

Cross References: MSBA/MASA Model Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)

First Reading:
Second Reading:
Adopted:

*Adopted:*_____ *MSBA/MASA Model Policy 211*
Orig. 1995
*Revised:*_____ *Rev. 2022*

211 CRIMINAL OR CIVIL ACTION AGAINST SCHOOL DISTRICT, SCHOOL BOARD MEMBER, EMPLOYEE, OR STUDENT

I. PURPOSE

The purpose of this policy is to provide guidance about the school district's position, rights, and responsibilities when a civil or criminal action is pending against the school district, or a school board member, school district employee, or student.

II. GENERAL STATEMENT OF POLICY

A. The school district recognizes that, when civil or criminal actions are pending against a school board member, school district employee, or student, the school district may be requested or required to take action.

B. In responding to such requests and/or requirements, the school district will take such measures as are appropriate to its primary mission of providing for the education of students in an environment that is safe for staff and students and is conducive to learning.

C. The school district acknowledges its statutory obligations with respect to providing assistance to school board members and teachers who are sued in connection with performance of school district duties. Collective bargaining agreements and school district policies may also apply.

III. CIVIL ACTIONS

A. Pursuant to Minnesota Statutes section 466.07, subdivision 1, the school district shall defend and indemnify any school board member or school district employee for damages in school-related litigation, including punitive damages, claimed or levied against the school board member or employee, provided that the school board member or employee was acting in the performance of the duties of the position and was not guilty of malfeasance, willful neglect of duty, or bad faith.

B. Pursuant to Minnesota Statutes section 123B.25(b), with respect to teachers employed by the school district, upon written request of the teacher involved, the school district must provide legal counsel for any school teacher against whom a claim is made or action is brought for recovery of damages in any tort action involving physical injury to any person or property or for wrongful death arising out of or in connection with the employment of the teacher with the school district. The school district will choose legal counsel after consultation with the teacher.

C. Data Practices

Educational data and personnel data maintained by the school district may be sought as evidence in a civil proceeding. The school district will release the data only pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13 and to the Family Educational Rights and Privacy Act, 20 United States Code section 1232g, and related regulations. When an employee is subpoenaed and is expected to testify regarding educational data or personnel data, the employee will inform the building administrator or designated supervisor, who shall immediately inform the superintendent or designee. No school board member or employee may

release data without consultation in advance with the school district official designated as the responsible authority for the collection, use, and dissemination of data.

D. Service of Subpoenas

School district officers and employees will normally not be involved in providing service of process for third parties in the school setting.

E. Leave to Testify

Leave for employees appearing in court, either when sued or under subpoena to testify, will be considered in accordance with school district personnel policies and applicable collective bargaining agreements.

IV. CRIMINAL CHARGES OR CONDUCT

A. Employees

1. The school district expects that its employees serve as positive role models for students. As role models for students, employees have a duty to conduct themselves in an exemplary manner.

2. If the school district receives information relating to activities of a criminal nature by an employee, the school district will investigate and take appropriate disciplinary action, which may include discharge, subject to school district policies, statutes, and provisions of applicable collective bargaining agreements.

3. Pursuant to Minnesota Statutes section 123B.02, subdivision 20, if reimbursement for a criminal defense is requested by a school district employee, the school board may, after consulting with its legal counsel, reimburse the employee for any costs and reasonable attorney fees incurred by the employee to defend criminal charges brought against the employee arising out of the performance of duties for the school district. The decision whether to reimburse shall be made in the school board's discretion. A school board member who is a witness or an alleged victim in the case may not vote on the reimbursement. If a quorum of the school board is disqualified from voting on the reimbursement, the reimbursement must be approved by a judge of the district court.

B. Students

The school district has an interest in maintaining a safe and healthful environment and in preventing disruption of the educational process. To promote that interest, the school district will take appropriate action regarding students convicted of crimes that relate to the school environment.

C. Criminal Investigations

1. The policy of the school district is to cooperate with law enforcement officials. The school district will make all efforts, however, to encourage law enforcement officials to question students and employees outside of school hours and off school premises unless extenuating circumstances exist, the matter being investigated is school-related, or as otherwise provided by law.

2. If questioning at school is unavoidable, the school district will attempt to maintain confidentiality to avoid embarrassment to students and employees and to avoid disruption of the educational program. The school district will

attempt to notify parents of a student under age 18 that police will be questioning their child. Normally, the superintendent, principal, or other appropriate school official will be present during the interview, except as otherwise required by law (Minnesota Statutes section 260E.22), or as otherwise determined in consultation with the parent or guardian.

D. Data Practices

The school district will release to juvenile justice and law enforcement authorities educational and personnel data only in accordance with Minnesota Statutes chapter 13 (Minnesota Government Data Practices Act) and 20 United States Code section 1232g (FERPA).

V. STATEMENTS WHEN LITIGATION IS PENDING

The school district recognizes that when a civil or criminal action is commenced or pending, parties to the lawsuit have particular duties in reference to persons involved or named in the lawsuit, as well as insurance carrier(s). Therefore, school board members or school district employees shall make or release statements in that situation only in consultation with legal counsel.

Legal References:
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 123B.02, Subd. 20 (Legal Counsel; Reimbursement)
Minn. Stat. § 123B.25(b) (Legal Actions Against Districts and Teachers)
Minn. Stat. § 260E.22 (Interviews)
Minn. Stat. § 466.07, Subd. 1 (Indemnification)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
42 U.S.C. § 1983 (Civil Action for Deprivation of Rights)
Minn. Op. Atty. Gen. 169 (Mar. 7, 1963)
Minn. Op. Atty. Gen. 169 (Nov. 3, 1943)
Dypress v. School Committee of Boston, 446 N.E.2d 1099 (Mass. App. Ct. 1983)
Wood v. Strickland, 420 U.S. 308(1975)

Cross References:
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 408 (Subpoena of a School District Employee)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

First Reading:
Second Reading:
Adopted:

201 LEGAL STATUS OF THE SCHOOL BOARD

I. PURPOSE

The care, management, and control of the schools is vested by statutory and constitutional authority in the school board. The school board shall carry out the mission of the school district with diligence, prudence, and dedication to the ideals of providing the finest public education. The purpose of this policy is to define the authority, duties, and powers of the school board in carrying out its mission.

II. GENERAL STATEMENT OF POLICY

A. The school board is the governing body of the school district. As such, the school board has responsibility for the care, management, and control over public schools in the school district.

B. Generally, elected members of the school board have binding authority only when acting as a school board legally in session, except where specific authority is provided to school board members or officers individually. Generally, the school board is not bound by an action or statement on the part of an individual school board member unless the action is specifically directed or authorized by the school board.

III. DEFINITION

"School board" means the governing body of the school district.

IV. ORGANIZATION AND MEMBERSHIP

A. The membership of the school board consists of seven elected members.

B. There may be other ex officio members of the school board as provided by law. The superintendent is an ex officio member.

C. A majority of voting members constitutes a quorum. The act of the majority of a quorum is the act of the school board.

V. ELECTIONS

A. Qualified voters of Duluth Public Schools shall elect members of the school board. Elections shall be held in accordance with prevailing law.

B. School Board general elections shall be held during the odd numbered years, on the first Tuesday after the first Monday in November. One election cycle shall elect four seats which include two at-large and one from School Board District 1 and one from School Board District 4. The following cycle shall elect three seats which includes one at-large and one from School Board District 2 and one from School Board District 3.

C. Any vacancy on the school board will be filled by the school board as required by state statute.

VI. TERMS OF OFFICE

A. Each elected school board member's term of office shall be four years.

B. Terms of office-shall begin/expire on the first Monday in January following the school board election. The clerk of the school board shall maintain a public record of terms of office for each school board member.

VII. POWERS AND DUTIES

A. The school board has powers and duties specified by statute. The school board's authority includes implied powers in addition to specific powers granted by the legislature.

B. The school board exercises administrative functions. It also has certain powers of a legislative character and other powers of a quasi-judicial character.

C. The school board shall superintend and manage the schools of the school district; adopt rules for their organization, government, and instruction; prescribe textbooks and courses of study; and make and authorize contracts.

D. The school board shall have the general charge of the business of the school district, its facilities and property, and of the interest of the schools.

E. The school board, among other duties, shall perform the following in accordance with applicable law:

1. meet in regularly and specially called meetings and study sessions to consider and act on matters presented to theschool board as legitimate concerns of the staff or residents of Duluth Public Schools;

2. oversee the management of the school district by employing a superintendent who is directly accountable to the school board and serves as chief executive officer of the school system;

3. annually evaluate the performance of the superintendent;

4. establish policies for the operation of the school district that comply with federal and state laws'

5. approve the annual budget before the end of the current fiscal year.

6. provide by levy of tax, necessary funds for the conduct of schools, the payment of indebtedness, and all proper expenses of the school district;

7. conduct the business of the schools and pay indebtedness and proper expenses;

8. employ and contract with necessary qualified teachers and discharge the same for cause;

9. provide services to promote the health of its pupils;

10. provide school buildings and erect needed buildings;

11. purchase, sell, and exchange school district property and equipment as deemed necessary by the school board for school purposes;

12. provide for payment of claims against the school district, and prosecute and defend actions by or against the school district, in all proper cases;

13. employ and discharge necessary employees and contract for other services;

14. provide for transportation of pupils to and from school, as governed by statute; and

15. procure insurance against liability of the school district, its officers, and employees;

16. promote community engagement through communication with the public by providing information to and seeking input from stakeholders;

17. represent the school board and Duluth Public Schools as delegates or representatives on various committees and commissions as determined by the whole school board with final determination by the Chair;

18. develop annual continuous improvement goals for the school board and annually evaluate its performance.

F. The school board, at its discretion, may perform the following:

1. provide library facilities, public evening schools, adult and continuing education programs, summer school programs, and intersession classes of flexible school year programs;

2. furnish school lunches for pupils and teachers on such terms as the school board determines;

3. enter into agreements with one or more other independent school districts to provide for agreed upon educational services;

4. lease rooms or buildings for school purposes;

5. authorize the use of school facilities for community purposes that will not interfere with their use for school purposes;

6. authorize cocurricular and extracurricular activities;

7. receive, for the benefit of the school district, bequests, donations, or gifts for any proper purpose; and

8. perform other acts as the school board shall deem to be reasonably necessary or required for the governance of the schools.

Legal References: Minn. Stat. § 123A.22 (Cooperative Centers for Vocational Education)
Minn. Stat. § 123B.02 (General Powers of Independent School Districts)
Minn. Stat. § 123B.09 (Boards of Independent School Districts)
Minn. Stat. § 123B.14 (Officers of Independent School Districts)
Minn. Stat. § 123B.23 (Liability Insurance; Officers and Employees)
Minn. Stat. § 123B.49 (Cocurricular and Extracurricular Activities; Insurance)
Minn. Stat. § 123B.51 (Schoolhouses and Sites; Uses for School and Nonschool Purposes; Closings)
Minn. Stat. § 123B.85 (Definitions)
Jensen v. Indep. Consol. Sch. Dist. No. 85, 160 Minn. 233 (1924)

Cross References: MSBA/MASA Model Policy 101 (Legal Status of the School District)
MSBA/MASA Model Policy 202 (School Board Officers)
MSBA/MASA Model Policy 203 (Operation of the School Board -Governing Rules)
MSBA/MASA Model Policy 205 (Open Meetings and Closed Meetings)

Replacing:	Policies 8000 & 9090
First Reading:	04.02.2024
Second Reading:	
Adopted:	

201 LEGAL STATUS OF THE SCHOOL BOARD

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~~V~~VII. POWERS AND DUTIES

A. The school board has powers and duties specified by statute. The school board's authority includes implied powers in addition to specific powers granted by the legislature.

B. The school board exercises administrative functions. It also has certain powers of a legislative character and other powers of a quasi-judicial character.

C. The school board shall superintend and manage the schools of the school district; adopt rules for their organization, government, and instruction; prescribe textbooks and courses of study; and make and authorize contracts.

D. The school board shall have the general charge of the business of the school district, its facilities and property, and of the interest of the schools.

E. The school board, among other duties, shall perform the following in accordance with applicable law:

1. meet in regularly and specially called meetings and study sessions to consider and act on matters presented to theschool board as legitimate concerns of the staff or residents of Duluth Public Schools;

2. oversee the management of the school district by employing a superintendent who is directly accountable to the school board and serves as chief executive officer of the school system;

3. annually evaluate the performance of the superintendent;

4. establish policies for the operation of the school district that comply with federal and state laws'

5. approve the annual budget before the end of the current fiscal year.

~~1~~6. provide by levy of tax, necessary funds for the conduct of schools, the payment of indebtedness, and all proper expenses of the school district;

~~2~~7. conduct the business of the schools and pay indebtedness and proper expenses;

~~3~~8. employ and contract with necessary qualified teachers and discharge the same for cause;

~~4~~9. provide services to promote the health of its pupils;

~~5~~10. provide school buildings and erect needed buildings;

~~6~~11. purchase, sell, and exchange school district property and equipment as deemed necessary by the school board for school purposes;

~~7~~12. provide for payment of claims against the school district, and prosecute and defend actions by or against the school district, in all proper cases;

~~8~~13. employ and discharge necessary employees and contract for other services;

~~9~~14. provide for transportation of pupils to and from school, as governed by statute; and

~~10~~15. procure insurance against liability of the school district, its officers, and employees;

16. promote community engagement through communication with the public by providing information to and seeking input from stakeholders;

17. represent the school board and Duluth Public Schools as delegates or representatives on various committees and commissions as determined by the whole school board with final determination by the Chair;

18. develop annual continuous improvement goals for the school board and annually evaluate its performance.

F. The school board, at its discretion, may perform the following:

1. provide library facilities, public evening schools, adult and continuing education programs, summer school programs, and intersession classes of flexible school year programs;

2. furnish school lunches for pupils and teachers on such terms as the school board determines;

3. enter into agreements with one or more other independent school districts to provide for agreed upon educational services;

4. lease rooms or buildings for school purposes;

5. authorize the use of school facilities for community purposes that will not interfere with their use for school purposes;

6. authorize cocurricular and extracurricular activities;

7. receive, for the benefit of the school district, bequests, donations, or gifts for any proper purpose; and

8. perform other acts as the school board shall deem to be reasonably necessary or required for the governance of the schools.

Legal References:
Minn. Stat. § 123A.22 (Cooperative Centers for Vocational Education)
Minn. Stat. § 123B.02 (General Powers of Independent School Districts)
Minn. Stat. § 123B.09 (Boards of Independent School Districts)
Minn. Stat. § 123B.14 (Officers of Independent School Districts)
Minn. Stat. § 123B.23 (Liability Insurance; Officers and Employees)
Minn. Stat. § 123B.49 (Cocurricular and Extracurricular Activities; Insurance)
Minn. Stat. § 123B.51 (Schoolhouses and Sites; Uses for School and Nonschool Purposes; Closings)
Minn. Stat. § 123B.85 (Definitions)
Jensen v. Indep. Consol. Sch. Dist. No. 85, 160 Minn. 233 (1924)

Cross References:
MSBA/MASA Model Policy 101 (Legal Status of the School District)
MSBA/MASA Model Policy 202 (School Board Officers)
MSBA/MASA Model Policy 203 (Operation of the School Board -Governing Rules)
MSBA/MASA Model Policy 205 (Open Meetings and Closed Meetings)

Replacing: Policies 8000 & 9090
First Reading: 04.02.2024
Second Reading:
Adopted:

Adopted:_____

Revised:_____

MSBA/MASA Model Policy 201
Orig. 1995
Rev. 2022

201 LEGAL STATUS OF THE SCHOOL BOARD

I. PURPOSE

The care, management, and control of the schools is vested by statutory and constitutional authority in the school board. The school board shall carry out the mission of the school district with diligence, prudence, and dedication to the ideals of providing the finest public education. The purpose of this policy is to define the authority, duties, and powers of the school board in carrying out its mission.

II. GENERAL STATEMENT OF POLICY

A. The school board is the governing body of the school district. As such, the school board has responsibility for the care, management, and control over public schools in the school district.

B. Generally, elected members of the school board have binding authority only when acting as a school board legally in session, except where specific authority is provided to school board members or officers individually. Generally, the school board is not bound by an action or statement on the part of an individual school board member unless the action is specifically directed or authorized by the school board.

III. DEFINITION

"School board" means the governing body of the school district.

IV. ORGANIZATION AND MEMBERSHIP

A. The membership of the school board consists of ~~six~~ seven elected ~~directors~~ members, ~~or seven if the school board has submitted the question to the electors and a majority have approved a seven-member school board. The term of office is four years.~~

[Note: This number may be different for combining or consolidating school boards that are in a transition period.]

B. There may be other ex officio members of the school board as provided by law. The superintendent is an ex officio member.

C. A majority of voting members constitutes a quorum. The act of the majority of a quorum is the act of the school board.

V. POWERS AND DUTIES

A. The school board has powers and duties specified by statute. The school board's authority includes implied powers in addition to specific powers granted by the legislature.

B. The school board exercises administrative functions. It also has certain powers of a legislative character and other powers of a quasi-judicial character.

C. The school board shall superintend and manage the schools of the school district; adopt rules for their organization, government, and instruction; prescribe textbooks

and courses of study; and make and authorize contracts.

D. The school board shall have the general charge of the business of the school district, its facilities and property, and of the interest of the schools.

E. The school board, among other duties, shall perform the following in accordance with applicable law:

1. provide by levy of tax, necessary funds for the conduct of schools, the payment of indebtedness, and all proper expenses of the school district;

2. conduct the business of the schools and pay indebtedness and proper expenses;

3. employ and contract with necessary qualified teachers and discharge the same for cause;

4. provide services to promote the health of its pupils;

5. provide school buildings and erect needed buildings;

6. purchase, sell, and exchange school district property and equipment as deemed necessary by the school board for school purposes;

7. provide for payment of claims against the school district, and prosecute and defend actions by or against the school district, in all proper cases;

8. employ and discharge necessary employees and contract for other services;

9. provide for transportation of pupils to and from school, as governed by statute; and

10. procure insurance against liability of the school district, its officers, and employees.

F. The school board, at its discretion, may perform the following:

1. provide library facilities, public evening schools, adult and continuing education programs, summer school programs, and intersession classes of flexible school year programs;

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3. enter into agreements with one or more other independent school districts to provide for agreed upon educational services;

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Minn. Stat. § 123B.09 (Boards of Independent School Districts)
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Minn. Stat. § 123B.51 (Schoolhouses and Sites; Uses for School and Nonschool Purposes; Closings)
Minn. Stat. § 123B.85 (Definitions)
Jensen v. Indep. Consol. Sch. Dist. No. 85, 160 Minn. 233 (1924)

Cross References:
MSBA/MASA Model Policy 101 (Legal Status of the School District)
MSBA/MASA Model Policy 202 (School Board Officers)
MSBA/MASA Model Policy 203 (Operation of the School Board -Governing Rules)
MSBA/MASA Model Policy 205 (Open Meetings and Closed Meetings)

First Reading:

Adopted:_____

Revised:_____
2022

MSBA/MASA Model Policy 201
Orig. 1995
Rev.

201 LEGAL STATUS OF THE SCHOOL BOARD

I. PURPOSE

The care, management, and control of the schools is vested by statutory and constitutional authority in the school board. The school board shall carry out the mission of the school district with diligence, prudence, and dedication to the ideals of providing the finest public education. The purpose of this policy is to define the authority, duties, and powers of the school board in carrying out its mission.

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B. Generally, elected members of the school board have binding authority only when acting as a school board legally in session, except where specific authority is provided to school board members or officers individually. Generally, the school board is not bound by an action or statement on the part of an individual school board member unless the action is specifically directed or authorized by the school board.

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IV. ORGANIZATION AND MEMBERSHIP

A. The membership of the school board consists of six elected directors, or seven if the school board has submitted the question to the electors and a majority have approved a seven-member school board. The term of office is four years.

[Note: This number may be different for combining or consolidating school boards that are in a transition period.]

B. There may be other ex officio members of the school board as provided by law. The superintendent is an ex officio member.

C. A majority of voting members constitutes a quorum. The act of the majority of a quorum is the act of the school board.

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B. The school board exercises administrative functions. It also has certain powers of a legislative character and other powers of a quasi-judicial character.

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adopt rules for their organization, government, and instruction; prescribe textbooks and courses of study; and make and authorize contracts.

D. The school board shall have the general charge of the business of the school district, its facilities and property, and of the interest of the schools.

E. The school board, among other duties, shall perform the following in accordance with applicable law:

1. provide by levy of tax, necessary funds for the conduct of schools, the payment of indebtedness, and all proper expenses of the school district;

2. conduct the business of the schools and pay indebtedness and proper expenses;

3. employ and contract with necessary qualified teachers and discharge the same for cause;

4. provide services to promote the health of its pupils;

5. provide school buildings and erect needed buildings;

6. purchase, sell, and exchange school district property and equipment as deemed necessary by the school board for school purposes;

7. provide for payment of claims against the school district, and prosecute and defend actions by or against the school district, in all proper cases;

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9. provide for transportation of pupils to and from school, as governed by statute; and

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3. enter into agreements with one or more other independent school districts to provide for agreed upon educational services;

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Legal References: Minn. Stat. § 123A.22 (Cooperative Centers for Vocational Education)
Minn. Stat. § 123B.02 (General Powers of Independent School Districts)
Minn. Stat. § 123B.09 (Boards of Independent School Districts)
Minn. Stat. § 123B.14 (Officers of Independent School Districts)
Minn. Stat. § 123B.23 (Liability Insurance; Officers and Employees)
Minn. Stat. § 123B.49 (Extracurricular Activities; Insurance)
Minn. Stat. § 123B.51 (Schoolhouses and Sites; Uses for School and Nonschool Purposes; Closings)
Minn. Stat. § 123B.85 (Definitions)
Jensen v. Indep. Consol. Sch. Dist. No. 85, 160 Minn. 233 (1924)

Cross References: MSBA/MASA Model Policy 101 (Legal Status of the School District)
MSBA/MASA Model Policy 202 (School Board Officers)
MSBA/MASA Model Policy 203 (Operation of the School Board -Governing Rules)
MSBA/MASA Model Policy 205 (Open Meetings and Closed Meetings)

First Reading:

8000 GOAL AND FUNCTIONS OF THE SCHOOL BOARD

The goal of the School Board is to maintain a comprehensive set of quality educational programs and services for the school age youth of the School District that is both economically and operationally efficient and within the scope of the community's ability to support it. To achieve such a goal, the School Board recognizes the following functions as those to which it must most aggressively direct its attention:

1. The selection of a chief administrator, the Superintendent.
2. The establishment of policies and procedures by which the schools are administered.
3. The adoption of the budget and the enactment of provisions for the financing of the schools.
4. The acquisition and development of necessary property and the provision of supplies.
5. The appointment of necessary personnel to staff the varied services.
6. The appraisal of the work of the schools and adoption of plans for improvement and expansion.

Adopted: 10-09-1973 ISD 709
Revised: 06-20-1995 ISD 709

8005 PURPOSE AND ROLE OF THE SCHOOL BOARD

The School Board's chief concern is for the development, operation, and involvement in the Duluth Public Schools.

To achieve these goals, the School Board can make contributions by:

1. Selecting and supporting an able Superintendent.

2. Encouraging the Superintendent and all personnel to seek professional self development in areas beneficial to the School District.

3. Adopting goals and policies to guide efforts of the administration and professional staff.

4. Protecting the schools against domination by any one political party, religious group, "ism," or partisan reform movement.

5. Adopting a budget for the operation of the schools and provide necessary funds through channels authorized by law.

6. Auditing school operations and maintenance in terms of established goals and guidelines and take corrective action where necessary.

7. Providing adequate safeguards with respect to accounting for monies handled by the school system.

8. Actively pursuing a policy of keeping the community informed about the progress and needs of the schools.

9. Testing all School Board decisions against their probable effects and, to the extent that it is possible, actual results eventually attained.

10. Faithfully accepting the responsibilities and carrying out the duties delegated and assigned to the School Board by state law, regulations of the State Department of Education, decisions of the courts, and similar legal sources.

11. Providing an opportunity for citizen involvement in a learning and advisory situation through the appointment of citizens' advisory committees to study assigned areas of operation and make reports and recommendations to the School Board.

Adopted: 06-09-1970 ISD 709
Revised: 04-12-1977
06-20-1995 ISD 709

8060 OPERATIONAL RESPONSIBILITIES OF THE SCHOOL BOARD

The School Board, functioning within the framework of law, court decisions, attorney general's opinions, and similar mandates from state and federal levels of government, and recognizing the authority of the state, shall fulfill its mission as the governing body of a political subdivision by:

1. Enacting policy.
2. Providing for planning, expansion, improvement, financing, construction, and maintenance of the physical plant.
3. Prescribing minimum standards needed for the efficient operation and improvement of the School District.
4. Requiring the establishment and maintenance of records, accounts, archives, management methods and procedures incidental to the conduct of school business.
5. Approving the budget, financial reports, audits, major expenditures, payment of obligations, and policies whereby the administration may formulate procedures, regulations and other guides for the orderly accomplishment of business.
6. Estimating and levying taxes for the operation, support, maintenance, improvement, and extension of the school system.
7. Adopting courses of study.
8. Providing staff and instructional materials.
9. Evaluating the educational program to determine the effectiveness with which the schools are achieving educational goals.
10. Providing for dissemination of information relating to the schools.
11. Negotiating with legally recognized organizations representing employee groups of the School District.

The School Board shall concern itself primarily with broad questions of policy rather than the administrative details. The application of policies is an administrative task to be performed by the Superintendent and his/her staff, who shall be held responsible for the effective administration and supervision of the entire School District.

Adopted: 06-09-1970 ISD 709
Revised: 04-12-1977
06-20-1995 ISD 709

9005 - NUMBER OF MEMBERS AND TERMS OF OFFICE

The School District is governed by an elective School Board of seven qualified citizens who shall hold office for terms of four years. Elections shall be held on the first Tuesday after the first Monday in the month of November in odd numbered years. In the 2005 election and each four years thereafter, the four members whose terms expire shall be elected two at large and two from the four election districts heretofore established. In the election of 2007 and each four years thereafter, three members whose terms expire shall be elected, one at large and two from the remaining two of the four election districts heretofore established.

Legal References: Laws of MN, Chap 669
Laws of MN, 1973, Chap 281
MS 205.20

Adopted: 06-09-1970 ISD 709
Revised: 06-08-1976
06-20-1995
06-15-2004 ISD 709

9010 FILLING VACANCIES

A vacancy caused by a member being unable to serve on the School Board and attend its meetings for not less than 90 days because of illness or prolonged absence from the School District may, after the School Board has by resolution declared such vacancy to exist, be filled by the School Board at any regular or special meeting thereof for the remainder of the unexpired term, or until such ill or absent member is again able to resume duties as a member of the School Board, whichever date is earliest. When such ill or absent member is again able to resume duties as a member of the School Board, the School Board shall by resolution so determine and declare such person to be again a member of the School Board and the member appointed by the School Board to be no longer a member thereof.

Any other vacancy on the School Board shall be filled by School Board appointment at a regular or special meeting. The appointment shall be evidenced by a resolution entered in the minutes and shall continue until an election is held. All elections to fill vacancies shall be for the unexpired term. If the vacancy occurs before the first day to file affidavits of candidacy for the next School District general election and more than two years remain in the unexpired term, a special election shall be held in conjunction with the School District general election. The appointed person shall serve until the qualification of the successor elected to fill the unexpired part of the term at that special election. If the vacancy occurs on or after the first day to file affidavits of candidacy for the School District general election, or when less than two years remain in the unexpired term, there shall be no special election to fill the vacancy and the appointed person shall serve the remainder of the unexpired term and until a successor is elected and qualifies at the School District election.

Adopted: 06-09-1970 ISD 709
Revised: 03-08-1988
06-20-1995 ISD 709

9115 SCHOOL DISTRICT ELECTIONS

School District elections shall be held bi-annually in conjunction with the general municipal elections on the first Tuesday in November in odd-numbered years.

Legal Reference: Chapter 699, Laws of Minnesota 1969

Adopted: 06-09-1970 ISD 709
Revised: 06-08-1976
06-20-1995
05-19-2015
07-21-2015 ISD 709

9090 QUORUM FOR MEETINGS

At any regular or special meeting of the School Board, a majority of the membership of the School Board shall constitute a quorum. Action of the School Board shall be official only if a quorum is present.

Adopted: 06-09-1970 ISD 709
Revised: 07-20-1976
05-12-1987
06-20-1995 ISD 709

203 OPERATION OF THE SCHOOL BOARD – GOVERNING RULES

I. PURPOSE

The purpose of this policy is to provide governing rules for the conduct of meetings of the school board.

II. GENERAL STATEMENT OF POLICY

An orderly school board meeting allows school board members to participate in discussion and decision of school district issues. Rules of order allow school board members the opportunity to review school-related topics, discuss school business items, and bring matters to conclusion in a timely and consistent manner.

III. RULES OF ORDER

Rules of order for school board meetings shall be as follows:

A. Minnesota statutes where specified;

B. Specific rules of order as provided by the school board consistent with Minnesota statutes; and

C. *Robert's Rules of Order* (latest edition) where not inconsistent with A. and B., above.

Legal References: Minn. Stat. Ch. 13D (Open Meeting Law)
Minn. Stat. § 123B.09, Subds. 6, 7, and 10 (Boards of Independent School Districts)
Minn. Stat. § 123B.14 (Officers of Independent School Districts)

Cross References: None

First Reading: 04.02.2024
Second Reading:
Adopted:

*Adopted:*_____ *MSBA/MASA Model Policy 203*
Orig. 1995
*Revised:*_____ *Rev. 2009*

203 OPERATION OF THE SCHOOL BOARD – GOVERNING RULES

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~~[Note: The editions of Robert's Rules of Order differ, so specifying the edition used is important.]~~

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Cross References: None

First Reading:

*Adopted:*_____ *MSBA/MASA Model Policy 203*
Orig. 1995
*Revised:*_____ *Rev. 2009*

203 OPERATION OF THE SCHOOL BOARD – GOVERNING RULES

I. PURPOSE

The purpose of this policy is to provide governing rules for the conduct of meetings of the school board.

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Minn. Stat. § 123B.09, Subds. 6, 7, and 10 (Boards of Independent School Districts)
Minn. Stat. § 123B.14 (Officers of Independent School Districts)

Cross References: None

First Reading:

203.1 SCHOOL BOARD PROCEDURES; RULES OF ORDER

I. PURPOSE

The purpose of this policy is to provide specific rules of order to conduct meetings of the school board.

II. GENERAL STATEMENT OF POLICY

To ensure that school board meetings are conducted in an orderly fashion, the school board will follow rules of order which will allow the school board:

A. To establish guidelines by which the business of the school board can be conducted in a regular and internally consistent manner;

B. To organize the meetings so all necessary matters can be brought to the school board and decisions of the school board can be made in an orderly and reasonable manner;

C. To insure that members of the school board have the necessary information to make decisions on substantive issues and to insure adequate discussion of decisions to be made; and

D. To insure that meetings and actions of the school board are conducted so as to be informative to the staff and the public, and to produce a clear record of actions taken and decisions made.

III. RULES OF ORDER

A. School board members need not rise to gain the recognition of the chair.

B. A motion will be adopted or carried if it receives the affirmative votes of a majority of those actually voting on the matter. Abstentions are considered to be acquiescence to the vote of the majority. It should be noted that some motions by statute or Robert's Rules of Order require larger numbers of affirmative votes.

C. All motions that require a second shall receive a second prior to opening the issue for discussion of the school board. If a motion that requires a second does not receive a second, the chair may declare that the motion fails for lack of a second or may provide the second. The names of the members making and seconding a motion shall be recorded in the minutes.

D. The chair shall decide the order in which school board members will be recognized to address an issue. An attempt should be made to alternate between pro and con positions if appropriate to the discussion. A member shall only speak to an issue after the member is recognized by the chair.

E. The chair shall rule on all questions relating to motions and points of order brought before the school board.

F. A ruling by the chair is subject to appeal to the full school board pursuant to Robert's Rules of Order.

G. The school board shall have authority to recognize any member of the audience regarding a request to be heard at the school board meeting. Members of the public who wish to be heard shall follow school board procedures.

H. The chair has the authority to declare a recess at any time for the purpose of restoring

decorum to the meeting or for any other necessary purpose.

I. The chair shall repeat a motion or the substance of a motion prior to the vote. The chair shall call for an affirmative and a negative vote on all motions.

J. The order in which names will be called for roll call votes will be determined by the school board.

K. The chair has the same right and responsibility as each school board member to vote on all issues.

L. The chair shall announce the result of each vote. The vote of each member, including abstentions, shall be recorded in the minutes. If the vote is unanimous, it may be reflected as unanimous in the minutes if the minutes also reflect the members present.

M. A majority of the voting members of the school board constitute a quorum. The absence of a quorum may be raised by the chair or any member. Generally, any action taken in the absence of a quorum is null and void. The only legal actions the school board may take in the absence of a quorum are to fix the time at which to adjourn, to adjourn, to recess or to take measures to obtain a quorum.

Legal References:
Minn. Stat. § 13D.01, Subd. 4 (Open Meeting Law)
Minn. Stat. § 122A.40 (Employment; Contracts; Termination)
Minn. Stat. § 123B.09, Subds. 6 and 7 (Boards of Independent School Districts)
Minn. Stat. § 126C.53 (Enabling Resolution; Form of Certificates of Indebtedness)
Minn. Stat. § 331A.01, Subd. 6 (Newspapers; Definitions)
Minn. Stat. § 331A.04, Subd. 6 (Newspapers; Exception to Designation Priority)
Minn. Stat. § 471.88 (Exceptions)

Cross References:
MSBA/MASA Model Policy 203 (Operation of the School Board – Governing Rules)
MSBA/MASA Model Policy 204 (School Board Meeting Minutes)
MSBA/MASA Model Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)
MSBA/MASA Model Policy 207 (Public Hearings)

First Reading: 04.02.2024
Second Reading:
Adopted:

*Adopted:*_____ *MSBA/MASA Model Policy 203.1*
Orig. 1997
*Revised:*_____ *Rev. 1999*

203.1 SCHOOL BOARD PROCEDURES; RULES OF ORDER

I. PURPOSE

The purpose of this policy is to provide specific rules of order to conduct meetings of the school board.

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To ensure that school board meetings are conducted in an orderly fashion, the school board will follow rules of order which will allow the school board:

A. To establish guidelines by which the business of the school board can be conducted in a regular and internally consistent manner;

B. To organize the meetings so all necessary matters can be brought to the school board and decisions of the school board can be made in an orderly and reasonable manner;

C. To insure that members of the school board have the necessary information to make decisions on substantive issues and to insure adequate discussion of decisions to be made; and

D. To insure that meetings and actions of the school board are conducted so as to be informative to the staff and the public, and to produce a clear record of actions taken and decisions made.

III. RULES OF ORDER

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B. A motion will be adopted or carried if it receives the affirmative votes of a majority of those actually voting on the matter. Abstentions are considered to be acquiescence to the vote of the majority. It should be noted that some motions by statute or Robert's Rules of Order require larger numbers of affirmative votes.

C. All motions that require a second shall receive a second prior to opening the issue for discussion of the school board. If a motion that requires a second does not receive a second, the chair may declare that the motion fails for lack of a second or may provide the second. The names of the members making and seconding a motion shall be recorded in the minutes.

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E. The chair shall rule on all questions relating to motions and points of order brought before the school board.

F. A ruling by the chair is subject to appeal to the full school board pursuant to Robert's Rules of Order.

G. The school board shall have authority to recognize any member of the audience regarding a request to be heard at the school board meeting. Members of the public who wish to be heard shall follow school board procedures.

H. The chair has the authority to declare a recess at any time for the purpose of restoring decorum to the meeting or for any other necessary purpose.

I. The chair shall repeat a motion or the substance of a motion prior to the vote. The chair shall call for an affirmative and a negative vote on all motions.

J. The order in which names will be called for roll call votes will be determined by the school board.

[Note: The school board may choose to include in the policy a method of calling the roll.]

K. The chair has the same right and responsibility as each school board member to vote on all issues.

L. The chair shall announce the result of each vote. The vote of each member, including abstentions, shall be recorded in the minutes. If the vote is unanimous, it may be reflected as unanimous in the minutes if the minutes also reflect the members present.

M. A majority of the voting members of the school board constitute a quorum. The absence of a quorum may be raised by the chair or any member. Generally, any action taken in the absence of a quorum is null and void. The only legal actions the school board may take in the absence of a quorum are to fix the time at which to adjourn, to adjourn, to recess or to take measures to obtain a quorum.

[Note: In addition, school boards may have other rules or local customs they wish to incorporate to reflect their normal processes and procedures.]

Legal References:
Minn. Stat. § 13D.01, Subd. 4 (Open Meeting Law)
Minn. Stat. § 122A.40 (Employment; Contracts; Termination)
Minn. Stat. § 123B.09, Subds. 6 and 7 (Boards of Independent School Districts)
Minn. Stat. § 126C.53 (Enabling Resolution; Form of Certificates of Indebtedness)
Minn. Stat. § 331A.01, Subd. 6 (Newspapers; Definitions)
Minn. Stat. § 331A.04, Subd. 6 (Newspapers; Exception to Designation Priority)
Minn. Stat. § 471.88 (Exceptions)

Cross References:
MSBA/MASA Model Policy 203 (Operation of the School Board – Governing Rules)
MSBA/MASA Model Policy 204 (School Board Meeting Minutes)
MSBA/MASA Model Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)
MSBA/MASA Model Policy 207 (Public Hearings)

203.6 CONSENT AGENDAS

I. PURPOSE

The purpose of this policy is to allow the use of a consent agenda.

II. GENERAL STATEMENT OF POLICY

In order for a more efficient administration of school board meetings, the school board may elect to use a consent agenda for the passage of noncontroversial items or items of a similar nature.

III. CONSENT AGENDAS

A. The superintendent, in consultation with the school board chair, may place items on the consent agenda. By using a consent agenda, the school board has consented to the consideration of certain items as a group under one motion. Should a consent agenda be used, an appropriate amount of discussion time will be allowed to review any item upon request.

B. Consent items are those which usually do not require discussion or explanation prior to school board action, are noncontroversial and/or similar in content, or are those items which have already been discussed and/or explained and do not require further discussion or explanation. Such agenda items might include ministerial tasks such as, but not limited to, the approval of the agenda, approval of previous minutes, approval of bills, approval of reports, etc. These items might also include similar groups of decisions such as, but not limited to, approval of staff contracts, approval of maintenance details for the school district buildings and grounds or approval of various schedules.

C. Items shall be removed from the consent agenda by a timely request by an individual school board member for independent consideration. A request is timely if made prior to the vote on the consent agenda. The request does not require a second or a vote by the school board. An item removed from the consent agenda will then be discussed and acted on separately immediately following the consideration of the consent agenda.

D. Consent agenda items are approved en masse by one vote of the school board. The consent agenda items shall be separately recorded in the minutes.

Legal References: Minn. Stat. § 123B.09, Subd. 7 (Boards of Independent School Districts)

Cross References: MSBA/MASA Model Policy 203.2 (Order of the Regular School Board Meeting)
MSBA/MASA Model Policy 203.5 (School Board Meeting Agenda)
MSBA/MASA Model Policy 204 (School Board Meeting Minutes)

First Reading: 04.02.2024
Second Reading:
Adopted:

*Adopted:*_____ *MSBA/MASA Model Policy 203.6*
Orig. 1997
*Revised:*_____ *Rev. 1999*

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Legal References: Minn. Stat. § 123B.09, Subd. 7 (Boards of Independent School Districts)

Cross References: MSBA/MASA Model Policy 203.2 (Order of the Regular School Board Meeting)
MSBA/MASA Model Policy 203.5 (School Board Meeting Agenda)
MSBA/MASA Model Policy 204 (School Board Meeting Minutes)

209 CODE OF ETHICS

I. PURPOSE

The purpose of this policy is to assist the individual school board member in understanding their role as part of a school board and in recognizing the contribution that each member must make to develop an effective and responsible school board.

II. GENERAL STATEMENT OF POLICY

Each school board member shall follow the code of ethics stated in this policy.

A. AS A MEMBER OF THE SCHOOL BOARD, I WILL:

1. Attend school board meetings.
2. Come to the meetings prepared for discussion of the agenda items.
3. Listen to the opinions and views of others (including, but not limited to, other school board members, administration, staff, students, and community members).
4. Vote my conscience after informed discussion, unless I abstain because a conflict of interest exists.
5. Support the decision of the school board, even if my position concerning the issue was different.
6. Recognize the integrity of my predecessors and associates and appreciate their work.
7. Be primarily motivated by a desire to provide the best possible education for the students of my school district.
8. Inform myself about the proper duties and functions of a school board member.

B. IN PERFORMING THE PROPER FUNCTIONS OF A SCHOOL BOARD MEMBER, I WILL:

1. Focus on education policy as much as possible.
2. Remember my responsibility is to set policy – not to implement policy.
3. Consider myself a trustee of public education and do my best to protect, conserve, and advance its progress.
4. Recognize that my responsibility, exercised through the actions of the school board as a whole, is to see that the schools are properly run – not to run them myself.
5. Work through the superintendent – not over or around the superintendent.
6. Delegate the implementation of school board decisions to the superintendent.

C. TO MAINTAIN RELATIONS WITH OTHER MEMBERS OF THE SCHOOL BOARD, I WILL:

1. Respect the rights of others to have and express opinions.

2. Recognize that authority rests with the school board in legal session – not with the individual members of the school board except as authorized by law.

3. Make no disparaging remarks, in or out of school board meetings, about other members of the school board or their opinions.

4. Keep an open mind about how I will vote on any proposition until the board has met and fully discussed the issue.

5. Make decisions by voting in school board meetings after all sides of debatable questions have been presented.

6. Insist that committees be appointed to serve only in an advisory capacity to the school board.

D. IN MEETING MY RESPONSIBILITIES TO MY COMMUNITY, I WILL:

1. Attempt to appraise and plan for both the present and future educational needs of the school district and community.

2. Attempt to obtain adequate financial support for the school district's programs.

3. Insist that business transactions of the school district be ethical and open.

4. Strive to uphold my responsibilities and accountability to the taxpayers in my school district.

E. IN WORKING WITH THE SUPERINTENDENT OF SCHOOLS AND STAFF, I WILL:

1. Hold the superintendent responsible for the administration of the school district.

2. Give the superintendent authority commensurate with their responsibilities.

3. Assure that the school district will be administered by the best professional personnel available.

4. Consider the recommendation of the superintendent in hiring all employees.

5. Participate in school board action after considering the recommendation of the superintendent and only after the superintendent has furnished adequate information supporting the recommendation.

6. Insist the superintendent keep the school board adequately informed at all times.

7. Offer the superintendent counsel and advice.

8. Recognize the status of the superintendent as the chief executive officer and a non-voting, ex officio member of the school board.

9. Refer all complaints to the proper administrative officer or insist that they be presented in writing to the whole school board for proper referral according to the chain of command.

10. Present any personal criticisms of employees to the superintendent.

11. Provide support for the superintendent and employees of the school district so they may perform their proper functions on a professional level.

F. IN FULFILLING MY LEGAL OBLIGATIONS AS A SCHOOL BOARD MEMBER, I WILL:

1. Comply with all federal, state, and local laws relating to my work as a school board member.

2. Comply with all school district policies as adopted by the school board.

3. Abide by all rules and regulations as promulgated by the Minnesota Department of Education and other state and federal agencies with jurisdiction over school districts.

4. Recognize that school district business may be legally transacted only in an open meeting of the school board.

5. Avoid conflicts of interest and refrain from using my school board position for personal gain.

6. Take no private action that will compromise the school board or administration.

7. Guard the confidentiality of information that is protected under applicable law.

Legal References: Minn. Stat. § 123B.02, Subd. 1 (General Powers of Independent School Districts)
Minn. Stat. § 123B.09 (Boards of Independent School Districts)
Minn. Stat. § 123B.143, Subd. 1 (Superintendent)

Cross References: None

Replacing: Policy 8050
First Reading: 06-16-2015
Adopted: 07-21-2015
04-19-2016 ISD 709 (Renumbered only)
Updated: 02-27-2018
First Reading: 06-07-2022
Second Reading: 08-04-2022
Reviewed:

209 CODE OF ETHICS

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B. IN PERFORMING THE PROPER FUNCTIONS OF A SCHOOL BOARD MEMBER, I WILL:

1. Focus on education policy as much as possible.
2. Remember my responsibility is to set policy – not to implement policy.
3. Consider myself a trustee of public education and do my best to protect, conserve, and advance its progress.
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5. Work through the superintendent – not over or around the superintendent.
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2. Give the superintendent authority commensurate with ~~his or her~~ their responsibilities.

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4. Consider the recommendation of the superintendent in hiring all employees.

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6. Insist the superintendent keep the school board adequately informed at all times.

7. Offer the superintendent counsel and advice.

8. Recognize the status of the superintendent as the chief executive officer and a

non-voting, ex officio member of the school board.

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Legal References: Minn. Stat. § 123B.02, Subd. 1 (General Powers of Independent School Districts)
Minn. Stat. § 123B.09 (Boards of Independent School Districts)
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Cross References: None

Replacing: Policy 8050
First Reading: 06-16-2015
Adopted: 07-21-2015
04-19-2016 ISD 709 (Renumbered only)
Updated: 02-27-2018
First Reading: 06-07-2022
Second Reading: 08-04-2022
Reviewed:

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8. Recognize the status of the superintendent as the chief executive officer and a non-voting, ex officio member of the school board.

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2. Comply with all school district policies as adopted by the school board.

3. Abide by all rules and regulations as promulgated by the Minnesota Department of Education and other state and federal agencies with jurisdiction over school districts.

4. Recognize that school district business may be legally transacted only in an open meeting of the school board.

5. Avoid conflicts of interest and refrain from using my school board position for personal gain.

6. Take no private action that will compromise the school board or administration.

7. Guard the confidentiality of information that is protected under applicable law.

Legal References: Minn. Stat. § 123B.02, Subd. 1 (General Powers of Independent School Districts)
Minn. Stat. § 123B.09 (Boards of Independent School Districts)
Minn. Stat. § 123B.143, Subd. 1 (Superintendent)

Cross References: None

Replacing: Policy 8050
First Reading: 06-16-2015
Adopted: 07-21-2015
04-19-2016 ISD 709 (Renumbered only)
Updated: 02-27-2018
First Reading: 06-07-2022
Second Reading: 08-04-2022
Review:

210 CONFLICT OF INTEREST – SCHOOL BOARD MEMBERS

I. PURPOSE

The purpose of this policy is to observe state statutes regarding conflicts of interest and to engage in school district business activities in a fashion designed to avoid any conflict of interest or the appearance of impropriety.

II. GENERAL STATEMENT OF POLICY

It is the policy of the school board to contract for goods and services in conformance with statutory conflict of interest laws and in a manner that will avoid any conflict of interest or the appearance thereof. Accordingly, the school board will contract under the statutory exception provisions only when it is clearly in the best interest of the school district because of limitations that may exist on goods or services otherwise available to the school district.

III. GENERAL PROHIBITIONS AND RECOGNIZED STATUTORY EXCEPTIONS

A. A school board member who is authorized to take part in any manner in making any sale, lease, or contract in his or her official capacity shall not voluntarily have a personal financial interest in that sale, lease, or contract or personally benefit financially therefrom.

B. In the following circumstances, however, the school board may as an exception, by unanimous vote, contract for goods or services with a school board member of the school district:

1. In the designation of a bank or savings association, in which a school board member is interested, as an authorized depository for school district funds and as a source of borrowing, provided such deposited funds are protected in accordance with Minnesota Statutes chapter 118A. Any school board member having said interest shall disclose that interest and the interest shall be entered upon the school board minutes. Disclosure shall be made when such bank or savings association is first designated as a depository or source of borrowing, or when such school board member is elected, whichever is later. Disclosure serves as notice of the interest and need only be made once;

2. The designation of an official newspaper, or publication of official matters therein, in which the school board member is interested when it is the only newspaper complying with statutory requirements relating to the designation or publication;

3. A contract with a cooperative association of which the school board member is a shareholder or stockholder but not an officer or manager;

4. A contract for which competitive bids are not required by law. A contract made under this exception will be void unless the following procedures are observed:

   a. The school board shall authorize the contract in advance of its performance by adopting a resolution setting out the essential facts and determining that the contract price is as low as or lower than the price at which the goods or services could be obtained elsewhere.

   b. In the case of an emergency when the contract cannot be authorized in advance, payment of the claims must be authorized by a like resolution wherein the facts of the emergency are also stated.

   c. Before a claim is paid, the interested school board member shall file with the clerk of the school board an affidavit stating:

(1) The name of the school board member and the office held;

(2) An itemization of the goods or services furnished;

(3) The contract price;

(4) The reasonable value;

(5) The interest of the school board member in the contract; and

(6) That to the best of the school board member's knowledge and belief, the contract price is as low as, or lower than, the price at which the goods or services could be obtained from other sources.

5. A school board member may contract with the school district to provide construction materials or services, or both, when the sealed bid process is used. When the contract comes before the school board for consideration, the interested school board member may not vote on the contract. (***Note**: This section applies only when the school district has a population of 1,000 or less according to the last federal census*.)

6. A school board member may rent space in a public facility at a rate commensurate with that paid by other members of the public.

C. In the following circumstances, the school board may as an exception, by majority vote at a meeting at which all school board members are present, contract for services with a school board member of the school district: A school board member may be newly employed or may continue to be employed by the school district as an employee only if there is a reasonable expectation on July 1, or at the time the contract is entered into or extended, that the amount to be earned by that school board member under that contract or employment relationship, will not exceed $20,000 in that fiscal year. If the school board member does not receive majority approval to be initially employed or to continue in employment at a meeting at which all school board members are present, that employment is immediately terminated and that school board member has no further rights to employment while serving as a school board member in the school district.

D. The school board may contract with a class of school district employees, such as teachers or custodians, when the spouse of a school board member is a member of the class of employees contracting with the school board and the employee spouse receives no special monetary or other benefit that is substantially different from the benefits that other members of the class receive under the employment contract. For the school board to invoke this exception, it must have a majority of disinterested school board members vote to approve the contract, direct the school board member spouse to abstain from voting to approve the contract, and publicly set out the essential facts of the contract at the meeting in which the contract is approved.

IV. LIMITATIONS ON RELATED EMPLOYEES

A. The school board must hire or dismiss teachers only at duly called meetings. When a husband and wife, brother and sister, or two brothers or sisters, constitute a quorum, no contract employing a teacher may be made or authorized except upon the unanimous vote of the full school board.

B. The school board may not employ any teacher related by blood or marriage to a school board member, within the fourth degree as computed by the civil law, except by a unanimous vote of the full school board.

V. CONFLICTS PRIOR TO TAKING OFFICE

A school board member with personal financial interest in a sale, lease, or contract with the school district which was entered before the school board member took office and presents an actual or potential conflict of interest, shall immediately notify the school board of such interest. It shall thereafter be the responsibility of the school board member to refrain from participating in any action relating to the sale, lease, or contract. At the time of renewal of any such sale, lease, or contract, the school board may enter into or renew such sale, lease, or contract only if it falls within one of the enumerated exceptions for contracts relating to goods or services provided above and if the procedures provided in this policy are followed.

VI. DETERMINATION AS TO WHETHER A CONFLICT OF INTEREST EXISTS

The determination as to whether a conflict of interest exists is to be made by the school board. Any school board member who has an actual or potential conflict shall notify the school board of such conflict immediately. The school board member shall thereafter cooperate with the school board as necessary for the school board to make its determination.

Legal References: Minn. Stat. § 122A.40, Subd. 3 (Employment; Contracts; Termination)
Minn. Stat. § 123B.195 (Board Member's Right to Employment)
Minn. Stat. § 471.87 (Public Officers, Interest in Contract; Penalty)
Minn. Stat. § 471.88, Subds. 2, 3, 4, 5, 12, 13, and 21 (Exceptions)
Minn. Stat. § 471.89 (Contract, When Void)
Op. Atty. Gen. 437-A-4, March 15, 1935
Op. Atty. Gen. 90-C-5, July 30, 1940
Op. Atty. Gen. 90-A, August 14, 1957

Cross References: MSBA/MASA Model Policy 101 (Legal Status of the School Board)
MSBA/MASA Model Policy 209 (Code of Ethics)

Replacing: Policy 8045
Immediate Adoption: 08.16.2022
Review:

212 SCHOOL BOARD MEMBER DEVELOPMENT

I. PURPOSE

In recognition of the need for continuing in-service training and development for its members, the purpose of this policy is to encourage the members of the school board to participate in professional development activities designed for them so that they may perform their responsibilities.

II. GENERAL STATEMENT OF POLICY

A. New school board members will be provided the opportunity and encouragement to attend the orientation and training sessions sponsored by the Minnesota School Boards Association (MSBA). School board members shall receive training in school finance and management developed in consultation with MSBA.

B. All school board members are encouraged to participate in school board and related workshops and activities sponsored by local, state, and national school boards associations, as well as in the activities of other educational groups.

C. School board members are expected to report back to the school board with materials of interest gathered at the various meetings and workshops.

D. The school board will reimburse the reasonable and necessary expenses of all school board members who attend meetings and conventions pertaining to school activities and the objectives of the school board, within the approved policy and budget allocations of the school district relating to the reimbursement of expenses involving the attendance at workshops and conventions. All travel and development expenses for which the member intends to seek reimbursement from the school district should be preapproved by the school board.

Legal References: Minn. Stat. § 123B.09, Subd. 2 (Boards of Independent School Districts)

Cross References: MSBA/MASA Model Policy 214 (Out-of-State Travel by School Board Members)
MSBA/MASA Model Policy 412 (Expense Reimbursement)

Replacing: Policies 8020, 8025, 8115
First Reading: 11-17-2015
Adopted: 12-15-2015 ISD709
Updated: 02-27-2018
Reviewed: 05-15-2018 (no changes)
Reviewed:

212 SCHOOL BOARD MEMBER DEVELOPMENT ~~AND TRAVEL/EXPENSE REIMBURSEMENT BYLAW~~

I. PURPOSE

In recognition of the need for continuing in-service training and development for its members, the purpose of this ~~Bylaw~~ policy is to encourage the members of the school board to participate in professional development activities designed for them so that they may perform their responsibilities.

II. GENERAL STATEMENT OF BYLAW

A. New school board members will be provided the opportunity and encouragement to attend the orientation and training sessions sponsored by the Minnesota School Boards Association (MSBA). School board members shall receive training in school finance and management developed in consultation with MSBA.

B. All school board members are encouraged to participate in school board and related workshops and activities sponsored by local, state, and national school boards associations, as well as in the activities of other educational groups.

C. School board members are expected to report back to the school board with materials of interest gathered at the various meetings and workshops.

D. The school board will reimburse the reasonable and necessary expenses of all school board members who attend meetings and conventions pertaining to school activities and the objectives of the school board, within the approved policy and budget allocations of the school district relating to the reimbursement of expenses involving the attendance at workshops and conventions. All travel and development expenses for which the member intends to seek reimbursement from the school district should be preapproved by the school board.

Legal References: Minn. Stat. § 123B.09, Subd. 2 (~~School Board Member Training~~ Boards of Independent School Districts)

Cross References: MSBA/MASA Model Policy 214 (Out-of-State Travel by School Board Members)
MSBA/MASA Model Policy 412 (Expense Reimbursement)

Replacing: Policies 8020, 8025, 8115
First Reading: 11-17-2015
Adopted: 12-15-2015 ISD709
Updated: 02-27-2018
Reviewed: 05-15-2018 (no changes)
Reviewed:

212 - SCHOOL BOARD MEMBER DEVELOPMENT AND TRAVEL/EXPENSE REIMBURSEMENT BYLAW

I. PURPOSE

In recognition of the need for continuing in-service training and development for its members, the purpose of this Bylaw is to encourage the members of the school board to participate in professional development activities designed for them so that they may perform their responsibilities.

II. GENERAL STATEMENT OF BYLAW

A. New school board members will be provided the opportunity and encouragement to attend the orientation and training sessions sponsored by the Minnesota School Boards Association (MSBA). School board members shall receive training in school finance and management developed in consultation with MSBA.

B. All school board members are encouraged to participate in school board and related workshops and activities sponsored by local, state, and national school boards associations, as well as in the activities of other educational groups.

C. School board members are expected to report back to the school board with materials of interest gathered at the various meetings and workshops.

D. The school board will reimburse the reasonable and necessary expenses of all school board members who attend meetings and conventions pertaining to school activities and the objectives of the school board, within the approved policy and budget allocations of the school district relating to the reimbursement of expenses involving the attendance at workshops and conventions. All travel and development expenses for which the member intends to seek reimbursement from the school district should be preapproved by the school board.

Legal References: Minn. Stat. § 123B.09, Subd. 2 (School Board Member Training)

Cross References: MSBA/MASA Model Policy 214 (Out-of-State Travel by School Board Members)
MSBA/MASA Model Policy 412 (Expense Reimbursement)

Replacing: Policies 8020, 8025, 8115
First Reading: 11-17-2015
Adopted: 12-15-2015 ISD709
Updated: 02-27-2018
Reviewed: 05-15-2018 (no changes)

Adopted:_____

Revised:_____

MSBA/MASA Model Policy 212
Orig. 1995
Rev. 2022

212 SCHOOL BOARD MEMBER DEVELOPMENT

I. PURPOSE

In recognition of the need for continuing in-service training and development for its members, the purpose of this policy is to encourage the members of the school board to participate in professional development activities designed for them so that they may perform their responsibilities.

II. GENERAL STATEMENT OF POLICY

A. New school board members will be provided the opportunity and encouragement to attend the orientation and training sessions sponsored by the Minnesota School Boards Association (MSBA). School board members shall receive training in school finance and management developed in consultation with MSBA.

B. All school board members are encouraged to participate in school board and related workshops and activities sponsored by local, state, and national school boards associations, as well as in the activities of other educational groups.

C. School board members are expected to report back to the school board with materials of interest gathered at the various meetings and workshops.

D. The school board will reimburse the necessary expenses of all school board members who attend meetings and conventions pertaining to school activities and the objectives of the school board, within the approved policy and budget allocations of the school district relating to the reimbursement of expenses involving the attendance at workshops and conventions.

Legal References: Minn. Stat. § 123B.09, Subd. 2 (Boards of Independent School Districts)

Cross References: MSBA/MASA Model Policy 214 (Out-of-State Travel by School Board Members)
MSBA/MASA Model Policy 412 (Expense Reimbursement)

213 SCHOOL BOARD COMMITTEES

I. PURPOSE

The purpose of this policy is to provide for the structure and the operation of committees or subcommittees of the school board.

II. GENERAL STATEMENT OF POLICY

A. It is the policy of the school board to designate school board committees or subcommittees when it is determined that a committee process facilitates the mission of the school board.

B. A school board committee or subcommittee will be formed by school board resolution which shall outline the duties and purpose of the committee or subcommittee.

C. The school board may call a Committee of the Whole meeting for the purpose of discussing pending topics. As these meetings are structured to be discussion meetings, no formal action will be taken by the school board on any topic and the school board will not take voting action during a Committee of the Whole meeting.

D. A committee or subcommittee is advisory in nature and has only such authority as specified by the school board.

E. The school board will receive reports or recommendations from a committee or subcommittee for consideration. The school board, however, retains the right and has the duty to make all final decisions related to such reports or recommendations.

F. The school board also may establish such ad hoc committees for specific purposes as it deems appropriate.

G. The school board reserves the right to limit, create or abolish any standing or ad hoc committee as it deems appropriate.

H. A committee of the school board shall not appoint a subcommittee of that committee without approval of the school board.

III. APPOINTMENT OF COMMITTEES

A. The school board will establish, by resolution, for each standing or ad hoc committee the number of members, and the membership term.

B. The school board chair shall appoint the members of each standing or ad hoc committee and designate the chair thereof.

IV. PROCEDURES FOR SCHOOL BOARD COMMITTEES

A. All meetings of committees or subcommittees shall be open to the public in compliance with the Open Meeting Law, and notice shall be given as prescribed by law.

B. A committee or subcommittee shall act only within the guidelines and mission established for that committee or subcommittee by the school board.

C. Actions of a committee or subcommittee shall be with the governing rules of the school board.

D. The power of a committee or subcommittee of the school board is advisory only and is limited to making recommendations to the school board.

E. A committee or subcommittee of the school board shall, when appropriate, clarify in any dealings with the public that its powers are only advisory to the school board.

Legal References: Minn. Stat. Ch. 13D (Open Meeting Law)

Cross References: MSBA/MASA Model Policy 201 (Legal Status of the School Board)
MSBA/MASA Model Policy 203 (Operation of the School Board – Governing Rules)
MSBA Chapter 13, School Law Bulletin "C" (Minnesota's Open Meeting Law)

Replaces: 8015, 9020, 9025, 9030,9035,9040,9045
First Reading: 03-21-2017 ISD 709
Adopted: 04-18-2017 ISD 709
Updated: 02-27-2018
Updated: 02-24-2020
Reviewed:

213 SCHOOL BOARD COMMITTEES ~~BYLAW~~

I. PURPOSE

The purpose of this ~~Bylaw~~ policy is to provide for the structure and the operation of committees or subcommittees of the school board.

II. GENERAL STATEMENT OF ~~BYLAW~~ POLICY

A. It is the policy of the school board to designate school board committees or subcommittees when it is determined that a committee process facilitates the mission of the school board.

~~B. The school board has determined that certain permanent standing committees, as described in this policy, do facilitate the operation of the school board and the school district.~~

B ~~C~~. A school board committee or subcommittee will be formed by school board resolution which shall outline the duties and purpose of the committee or subcommittee.

C. The school board may call a Committee of the Whole meeting for the purpose of discussing pending topics. As these meetings are structured to be discussion meetings, no formal action will be taken by the school board on any topic and the school board will not take voting action during a Committee of the Whole meeting.

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F. The school board also may establish such ad hoc committees for specific purposes as it deems appropriate.

G. The school board reserves the right to limit, create or abolish any standing or ad hoc committee as it deems appropriate.

H. A committee of the school board shall not appoint a subcommittee of that committee without approval of the school board.

III. APPOINTMENT OF COMMITTEES

~~A. The school board hereby appoints the following standing committees:~~

~~1. Audit.~~
~~2. Policy.~~
~~3. Building and Grounds.~~
~~4. Negotiations Commmittee(s) for various employee groups.~~

A ~~B~~. The school board will establish, by resolution, for each standing or ad hoc committee the number of members, ~~the term and the charge or mission of each such committee~~ and the membership term.

B ~~C~~. The school board chair shall appoint the members of each standing or ad hoc committee and designate the chair thereof.

IV. PROCEDURES FOR SCHOOL BOARD COMMITTEES

A. All meetings of committees or subcommittees shall be open to the public in compliance with the Open Meeting Law, and notice shall be given as prescribed by law.

B. A committee or subcommittee shall act only within the guidelines and mission established for that committee or subcommittee by the school board.

C. Actions of a committee or subcommittee shall be ~~by majority vote and be consistent~~ with the governing rules of the school board.

D. The power of a committee or subcommittee of the school board is advisory only and is limited to making recommendations to the school board.

E. A committee or subcommittee of the school board shall, when appropriate, clarify in any dealings with the public that its powers are only advisory to the school board.

Legal References: Minn. Stat. Ch. 13D (Open Meeting Law)

Cross References: MSBA/MASA Model Policy 201 (Legal Status of the School Board)
MSBA/MASA Model Policy 203 (Operation of the School Board – Governing Rules)
MSBA ~~Service Manual,~~ Chapter 13, School Law Bulletin "C" (Minnesota's Open Meeting Law)

Replaces: 8015, 9020, 9025, 9030,9035,9040,9045
First Reading: 03-21-2017 ISD 709
Adopted: 04-18-2017 ISD 709
Updated: 02-27-2018
Updated: 02-24-2020

213 SCHOOL BOARD COMMITTEES BYLAW

I. PURPOSE

The purpose of this Bylaw is to provide for the structure and the operation of committees or subcommittees of the school board.

II. GENERAL STATEMENT OF BYLAW

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B. A school board committee or subcommittee will be formed by school board resolution which shall outline the duties and purpose of the committee or subcommittee.

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F. The school board also may establish such ad hoc committees for specific purposes as it deems appropriate.

G. The school board reserves the right to limit, create or abolish any standing or ad hoc committee as it deems appropriate.

H. A committee of the school board shall not appoint a subcommittee of that committee without approval of the school board.

III. APPOINTMENT OF COMMITTEES

A. The school board will establish, by resolution, for each standing or ad hoc committee the number of members and the membership term.

B. The school board chair shall appoint the members of each standing or ad hoc committee and designate the chair thereof.

IV. PROCEDURES FOR SCHOOL BOARD COMMITTEES

A. All meetings of committees or subcommittees shall be open to the public in compliance with the Open Meeting Law, and notice shall be given as prescribed by law.

B. A committee or subcommittee shall act only within the guidelines and mission established for that committee or subcommittee by the school board.

C. Actions of a committee or subcommittee shall be consistent with the governing rules of the school board.

D. The power of a committee or subcommittee of the school board is advisory only and is limited to making recommendations to the school board.

E. A committee or subcommittee of the school board shall, when appropriate, clarify in any dealings with the public that its powers are only advisory to the school board.

Legal References: Minn. Stat. Ch. 13D (Open Meeting Law)

Cross References: MSBA/MASA Model Policy 201 (Legal Status of the School Board)
MSBA/MASA Model Policy 203 (Operation of the School Board – Governing Rules)

MSBA Service Manual, Chapter 13, School Law Bulletin "C" (Minnesota's Open Meeting Law)

Replaces: 8015, 9020, 9025, 9030,9035,9040,9045
First Reading: 03-21-2017 ISD 709
Adopted: 04-18-2017 ISD 709
Updated: 02-27-2018
Updated: 02-24-2020

Adopted:_____

Revised:_____

MSBA/MASA Model Policy 213
Orig. 1996
Rev. 2007

213 SCHOOL BOARD COMMITTEES

[Note: Many school boards utilize either standing or ad hoc committees, or both. On the other hand, some school boards avoid the use of committees for the most part because of the danger of fragmentation of the governance process. The objective of this policy is to provide a framework for those school boards which elect to utilize committees or subcommittees. Further, this policy is designed to apply only to committees or subcommittees made up of elected school board members. Other considerations will apply to committees established by the school board involving members of the public, employees, students, parents, etc.]

I. PURPOSE

The purpose of this policy is to provide for the structure and the operation of committees or subcommittees of the school board.

II. GENERAL STATEMENT OF POLICY

A. It is the policy of the school board to designate school board committees or subcommittees when it is determined that a committee process facilitates the mission of the school board.

B. The school board has determined that certain permanent standing committees, as described in this policy, do facilitate the operation of the school board and the school district.

C. A school board committee or subcommittee will be formed by school board resolution which shall outline the duties and purpose of the committee or subcommittee.

D. A committee or subcommittee is advisory in nature and has only such authority as specified by the school board.

E. The school board will receive reports or recommendations from a committee or subcommittee for consideration. The school board, however, retains the right and has the duty to make all final decisions related to such reports or recommendations.

F. The school board also may establish such ad hoc committees for specific purposes as it deems appropriate.

G. The school board reserves the right to limit, create or abolish any standing or ad hoc committee as it deems appropriate.

H. A committee of the school board shall not appoint a subcommittee of that committee without approval of the school board.

III. APPOINTMENT OF COMMITTEES

A. The school board hereby appoints the following standing committees:

1. Audit.

2. Policy.

3. Building and Grounds.

4. Negotiations Committee(s) for various employee groups.

[Note: Each school district should determine which, if any, standing committees the school board wishes to establish.]

B. The school board will establish, by resolution, for each standing or ad hoc committee the number of members, the term and the charge or mission of each such committee.

C. The school board chair shall appoint the members of each standing or ad hoc committee and designate the chair thereof.

IV. PROCEDURES FOR SCHOOL BOARD COMMITTEES

A. All meetings of committees or subcommittees shall be open to the public in compliance with the Open Meeting Law, and notice shall be given as prescribed by law.

B. A committee or subcommittee shall act only within the guidelines and mission established for that committee or subcommittee by the school board.

C. Actions of a committee or subcommittee shall be by majority vote and be consistent with the governing rules of the school board.

D. The committee or subcommittee shall designate a secretary who will record the minutes of actions of the school board committee.

E. The power of a committee or subcommittee of the school board is advisory only and is limited to making recommendations to the school board.

F. A committee or subcommittee of the school board shall, when appropriate, clarify in any dealings with the public that its powers are only advisory to the school board.

Legal References: Minn. Stat. Ch. 13D (Open Meeting Law)

Cross References: MSBA/MASA Model Policy 201 (Legal Status of the School Board)
MSBA/MASA Model Policy 203 (Operation of the School Board – Governing Rules)
MSBA School Law Bulletin "C" (Minnesota's Open Meeting Law)

214 OUT-OF-STATE TRAVEL BY SCHOOL BOARD MEMBERS

I. PURPOSE

The purpose of this policy is to control out-of-state travel by school board members as required by law.

II. GENERAL STATEMENT OF BYLAW

School board members have an obligation to become informed on the proper duties and functions of a school board member, to become familiar with issues that may affect the school district, to acquire a basic understanding of school finance and budgeting, and to acquire sufficient knowledge to comply with federal, state, and local laws, rules, regulations, and school district policies that relate to their functions as school board members. Occasionally, it may be appropriate for school board members to travel out of state to fulfill their obligations.

III. APPROPRIATE TRAVEL

Travel outside the state is appropriate when the school board finds it proper for school board members to acquire knowledge and information necessary to allow them to carry out their responsibilities as school board members. Travel to regional or national meetings of the National School Boards Association is presumed to fulfill this purpose. Travel to all out-of-state meetings for which the member intends to seek reimbursement from the school district should be preapproved by the school board.

IV. REIMBURSABLE EXPENSES

Expenses to be reimbursed may include transportation, meals, lodging, registration fees, required materials, parking fees, tips, and other reasonable and necessary school district-related travel expenses.

V. REIMBURSEMENT

A. Requests for reimbursement must be itemized on the official school district form and are to be submitted to the designated administrator. Receipts for lodging, commercial transportation, registration, and other reasonable and necessary expenses must be attached to the reimbursement form.

B. Automobile travel shall be reimbursed at the mileage rate set by the Internal Revenue Service. Commercial transportation shall reflect economy fares and shall be reimbursed only for the actual cost of the trip.

C. Amounts to be reimbursed shall be within the school board's approved budget allocations, including attendance at workshops and conventions.

VI. ESTABLISHMENT OF DIRECTIVES AND GUIDELINES

The superintendent shall develop a schedule of reimbursement rates for school district business expenses, including those expenses requiring advance approval and specific rates of reimbursement. The superintendent shall also develop directives and guidelines to address methods and times for submission of requests for reimbursement.

Legal References: Minn. Stat. § 123B.09, Subd. 2 (Boards of Independent School Districts)
Minn. Stat. § 471.661 (Out-of-State Travel)
Minn. Stat. § 471.665 (Mileage Allowances)
Minn. Op. Atty. Gen. 1035 (Aug. 23, 1999) (Retreat Expenses)
Minn. Op. Atty. Gen. 161b-12 (Aug. 4, 1997) (Transportation Expenses)

Cross References: MSBA/MASA Model Policy 212 (School Board Member Development)
MSBA/MASA Model Policy 412 (Expense Reimbursement)

Replacing: Policies 8020, 8025, 8115
First Reading: 11-17-2015
Adopted: 12-15-2015 ISD709
Updated: 02-27-2018
Reviewed: 01-18-2022
Reviewed:

214 OUT-OF-STATE TRAVEL BY SCHOOL BOARD MEMBERS ~~BYLAW~~

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Cross References: MSBA/MASA Model Policy 212 (School Board Member Development)
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Replacing: Policies 8020, 8025, 8115
First Reading: 11-17-2015
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214 - OUT-OF-STATE TRAVEL BY SCHOOL BOARD MEMBERS BYLAW

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Replacing: Policies 8020, 8025, 8115
First Reading: 11-17-2015
Adopted: 12-15-2015 ISD709
Updated: 02-27-2018
Reviewed: 01-18-2022

214 OUT-OF-STATE TRAVEL BY SCHOOL BOARD MEMBERS

[Note: School districts are required by statute to adopt a policy addressing this issue.]

I. PURPOSE

The purpose of this policy is to control out-of-state travel by school board members as required by law.

II. GENERAL STATEMENT OF POLICY

School board members have an obligation to become informed on the proper duties and functions of a school board member, to become familiar with issues that may affect the school district, to acquire a basic understanding of school finance and budgeting, and to acquire sufficient knowledge to comply with federal, state, and local laws, rules, regulations, and school district policies that relate to their functions as school board members. Occasionally, it may be appropriate for school board members to travel out of state to fulfill their obligations.

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C. Amounts to be reimbursed shall be within the school board's approved budget allocations, including attendance at workshops and conventions.

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Cross References: MSBA/MASA Model Policy 212 (School Board Member Development)
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Monthly Committee of the Whole Board Meeting
Duluth Public Schools, ISD 709
Agenda
Tuesday, May 7, 2024
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
     - 1) Presentations
       - a. Office of Education Equity Achievement & Integration 2
       - b. Secondary Updates: Plans and Recommendations 36
       - c. Teachers on Call 49
       - d. FY25 Proposed Budget 60
       - e. ECFE 70
       - f. Check & Connect Update 86
       - g. Duluth Adult Education (DAE) Update 98
   - C. Other
4. **ADJOURN**

COW Agenda Cover Sheet

Meeting Date: May 7, 2024

Topic: Achievement and Integration Plan

Presenter(s): Nate Smith

Attachment (yes): There will be a PowerPoint presentation

Brief Summary of Presentation or Topic (no more than a few sentences): Presentation of program plan, implementation and strategies.

Office of Education Equity
Achievement & Integration Plan

Nate Smith - Coordinator

What is the Achievement & Integration Program?

- This A&I program was established to:
  - Increase racial and economic integration
  - Reduce achievement disparities
  - Increase access to effective and diverse teachers
- 24-26 Plan linked here

How do districts get identified and receive revenue?

- **Racially Isolated (RI):** Enrollment of protected-class students districtwide is more than 20 percent, compared to the number of protected-class students in one of their adjoining districts.
- **Adjoining:** District physically adjoins a racially isolated district.
- **Racially Identifiable School (RIS):** Enrollment of protected-class students at a school is more than 20 percent, compared to the number of protected-class students within the district (for the same grade levels served).
- **Voluntary:** District participates voluntarily when geographically feasible. Participation must be approved by the Minnesota Department of Education (MDE).

ISD 709 Duluth Public Schools

What is a racially identifiable school?

- When the difference of enrolled protected students at a school is more than 20 percent when compared to the district's average for students in the same grade levels, the school with the higher percentage is considered a racially identifiable school (RIS).

**Districts that are racially isolated or have a racially identifiable school are required to be in the A&I program.*

ISD 709 Duluth Public Schools

What does the phrase “protected class students” refer to?

- When determining which districts are eligible for this program, protected class students means students who self-report as being in one of the race and ethnicity categories used by school districts and MDE to track student enrollment. These categories are African/Black Americans, Asian/Pacific Americans, Chicano/Latino Americans, American Indian/Alaskan Native, and multi-racial.

ISD 709 Duluth Public Schools

Is Achievement and Integration revenue provided through a grant?

- Achievement and Integration revenue is not administered as a grant.
- It is a 70 percent aid, 30 percent levy appropriation.
- A&I aid payments are made to districts through the state's education IDEAS aid system.

How is A&I funding calculated?

$350 x district's adjusted pupil units for the current year x
Ratio of district's enrollment of protected students (previous school year)

Total Enrollment (previous school year)

What do districts need to spend funding on?

Strategies aligned with Minnesota Department of Education Achievement and Integration Program Goals:

- Increase racial and economic integration
- Reduce achievement disparities
- Increase access to effective and diverse teachers

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Parameters for Achievement & Integration funding

- Alignment with Minnesota Department of Education Achievement and Integration goals
- Up to 80% Student Supports
- Up to 20% Professional Development
- Up to 10% Administrative Costs

A&I Plan Input

- Per state statute, the A / I plan developed through input from the community (Minn. R. 3535.0160, subp. 2, and 3535.0170, subp. 3).
  - Community collaboration council
    - Education Equity Advisory Council
  - American Indian Parent Advisory Committee
  - Staff and families at Racially Identifiable School - Myers Wilkins Elementary School

Achievement & Integration
District Wide Strategies & Supports

- Coordinator & Administrative Assistant - Office of Education Equity
- 12 Integration Specialists
- Social Emotional Learning Specialist
- Family Engagement Programming
- Ojibwe Language Teacher & Coordinator
- Office of Education Equity Recruitment & Retention program
- Office of Education Equity Professional Development offerings

Strategy #1 - Integration Specialists

- Role and Responsibilities: Integral part of Duluth Public Schools' efforts in Cultural & Racial Integration, Increasing Graduation Rate, Academic Proficiency, and Family Engagement.
- Team Size: Twelve (12) full-time Integration Specialists to support elementary schools, middle schools, high schools, District Treatment Centers, Residential School sites, and Arrowhead Juvenile Center.
- Student Support: Each Specialist manages a roster of students, providing one-on-one check-ins (MTSS Tier 3) focusing on Attendance, Academics, Behavior, Goal Setting, and College/Career Readiness.
- Data-Driven Support: Develops student rosters based on assessment data (MCA, Benchmark), attendance rates, behavioral referrals, and staff/administrator input to reduce achievement disparities.
- Interventions and Enrichment: Conducts small group MTSS Tier 2 and 3 interventions focusing on Cultural and Racial Identity development, integrated learning sessions, and academic/behavioral support during intervention/enrichment periods.
- Family Engagement: Acts as a liaison between home and school, building intentional relationships with families/caregivers to support diverse family engagement based on site-specific needs.
- Programs and Initiatives: Provides culturally responsive after-school and in-school programs, supports college and career readiness, and develops Personal Learning Plans (PLPs) for each student.
- Cultural Learning Opportunities: Offers integrated cultural learning opportunities aligned with MTSS interventions/enrichments to promote increased racial and economic integration.
- Collaboration and Team Involvement: Participates in school leadership teams (e.g., Student Support Team, Continuous Improvement Team) and collaborates with students, families, and staff to facilitate the Family Engagement program.

Strategy #2 - Social Emotional Learning Specialist

- District-wide Programming and Supports: Contributes to developing culturally responsive resources and strategies for Social-Emotional Learning (SEL) across all grade levels, Ensures MTSS (Multi-Tiered System of Supports) interventions for Social-Emotional Behavior (SEB) are culturally responsive and tailored to individual student needs, Collaborates with community engagement initiatives and district committees focused on equity.
- Culturally Responsive Approach: Utilizes culturally responsive strategies, resources, and materials when working with students and staff & Provides Tier 1 SEL support for staff, coordinates co-located mental health services, and offers Mental Health Crisis support to students.
- Direct Supports to Schools: Primary support role at Lowell Elementary School, with additional support for other elementary schools as required, Embeds SEL opportunities in K-5 classrooms through consistent, meaningful learning activities, Offers short-term Tier 1 extension opportunities and Restorative Conflict Resolution as needed.
- MTSS and Team Collaboration: Leads Tier 1 activities within the school's MTSS Social Emotional Behavior Team, Provides guidance on Tier 2 SEB interventions and best practices, Partners with families and community providers to address attendance barriers for protected class students.
- Community Partnerships and Programs: Coaches the PBIS (Positive Behavior Interventions and Supports) Team and contributes to the school attendance team, Continues partnerships with community organizations to expand access to supportive services for families (e.g., Kid's Closet, Second Harvest Backpack Program).

Achievement & Integration Recruitment & Retention

Achievement & Integration Recruitment & Retention Program. Strategy #3
Type of Strategy: Recruitment and retention of racially and ethnically diverse teachers and administrators.

The focus of the Recruitment & Retention program is to assist in the racial diversification of our staff.

This will be done through the following strategies:

- The Office of Education Equity is currently working on identifying diverse staff through district wide self identification surveys to continue to develop and create Affinity groups, as well as share information/opportunities
- Affinity Group development and events/opportunities to discuss Climate dynamics and build a sense of community and networking for
  interested diverse staff within the district (currently staff of color and folks within the LGBTQIA+ community)
  - First one this year was on December 12, with 30 folks self identified and 17 participants
  - Second one was scheduled for Monday, March 25th but cancelled due to a snow day
    - Rescheduled to Monday, April 29th
    - 40 folks invited, who have self identified
- Provide Staff of Color with access to the Professional Development being offered each year
  - Information shared through affinity groups, Integration Specialist teams, American Indian Home school Liaisons, immersion teachers, and with teachers/staff as they have reached out to OEE
  - Hiring of the new professional development coordinator will support increased PD access for all staff

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A&I - Recruitment & Retention - continued

Recruitment & Retention Program. Strategy #3

Continued

- Provide additional support and resources for Staff of Color throughout a year such as interracial conflict resolution
  - Case by case basis as staff reach out or get referred to the Office of Education Equity
- Offer Mentorship to interested Staff of Color
  - The plan is to identify interested participants and develop this program at upcoming Affinity group meetings
- Anti-bias training for Human Resource staff
  - Achievement Integration Goal of 90% of HR staff trained this year.
    - HR has reported that 100% of their staff has taken the 4 hours, self guided Kirwan Institute Implicit Bias Training (LINKED HERE) and received Implicit Bias Certifications
  - Goal is for the OEE to develop a Culturally Responsive Hiring Strategy training that HR staff can receive by the end of the 2023-2024 school year

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A&I - Recruitment & Retention - continued

Recruitment & Retention Program. Strategy #3

Continued

- Continued the development of a "Racial Diversity Recruitment Team" that assists in job postings, serves on screening/interview teams, attends job fairs and sets up recruitment table at diverse community events, such as Juneteenth Celebration and area Powwows - Office of Education Equity will contract with individuals and/or offer compensation for current Staff of Color to serve on the team to ensure a diverse team.
    - There is currently 12 employees on the diverse screening/interview team.
        - There is a written directive for leaders to utilize this list for all hiring processes.
    - To date, the HR team has participated in five job fairs this school year attended by diverse candidates,.
    - THe HR team is already scheduled to attend the Juneteenth Celebration with a job interest table..
- Staff using preferred name
    - HR has revised the badging process to allow for employees to use their preferred name and is working with the technology team to address preferred name related to email, computer logins, etc.

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Other Equity R&R initiatives

- Applied for the Come Teach in Minnesota Grant
  - Teachers must immediately qualify for a Tier 2 or higher Minnesota license
  - Have moved to Minnesota from out of state
  - Belong to a racial or ethnic group that is underrepresented among teachers, compared to students in the district or school
  - Eligible employers may offer a hiring bonus up to $5,000 for eligible teachers.
  - Additionally, if a teacher who received a hiring bonus successfully completes four years of service in the hiring district or charter school, that teacher can receive a retention bonus equal to their hiring bonus.
    - A teacher must have a Tier 3 or Tier 4 Minnesota teaching license to qualify for the second half of the bonus.
- Supported the district and HR department's application to Grow Your Own Grant by providing written narratives to identified questions
  - HR department facilitated the GYO application with limited support from OEE
  - Grant award notifications going out March, 2024
- HR Department, in partnership with CareerForce, applied for and received the Drive for Five grant.
  - Grant specifically intended for supporting individuals to work in educational services.
  - Focuses support for low-income households and BIPOC individuals.
  - Focuses on diversity, equity, inclusion and retention training of staff to increase the understanding of welcoming and retaining a diverse workforce.

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Strategy #4 - Family Engagement

- Designed to bring together staff, parents, caregivers, students, and community
- Objectives:
  - Gain access to district, school, and classroom resources
  - Increase communication with school staff
  - Enhance staff understanding of cultural differences
  - Foster educational learning environments at home
- Support provided:
  - Food
  - Childcare
  - Transportation support to increase access and participation from all communities

Strategy #5 - Professional Development

- Primary PD program: SEED - Seeking Education Equity & Diversity - training - 24 hours covering:
  - indigeneity and two-spirit persons
  - Racism, classism, ageism
  - race and culture studies
  - ethnocentrism vs holism
  - monolingualism
  - English-first language and how to meet various language needs in schools
  - inequity and inequality in education
  - class and housing, socioeconomics
  - sexuality and gender studies;
  - sexism, phobias, transgenderism
  - allyship and creating a safe, welcoming space
  - students with physical disabilities and/or neurodivergence
  - religious discrimination
  - reflection on -isms and their systemic relevance within education
- Incentives:
  - CEUs, Substitutes, Stipends, and/or Lane Change Credits, Cultural Competency requirements
- Participants to integrate principles into instruction, grading practices, and/or curriculum
- Expected outcomes:
  - Increased culturally responsive teaching and learning
  - Reduction of achievement gaps in classrooms and schools

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Strategy #6 - Middle & High School Ojibwe Language Teacher/Coordinator

- Provide in person instruction in Ojibwemowin 1 and 2 & 3 CITS courses at East & Denfeld
- Goal: Boost enrollment and retention, collaborate with Fond du Lac Tribal and Community College.
- Conduct weekly WIN Enrichment sessions around Ojibwe language and culture
- Facilitate integration of Ojibwe Language programming in our high schools by working with school counselors and staff to reduce stereotypes.
- Promote courses to increase enrollment (target: 18+ students per class)
- Collaborate with principals, administration for Ojibwe Language revitalization sign project
- Serve students in grades 6-12.

Achievement & Integration
Strategies & Supports for Racially Identifiable School (RIS)
Myers-Wilkins Elementary School

- Enrichment Coordinator & Young Scholars Program Facilitator
- Social Emotional Learning Specialist
- Integration Specialist (1 of the 12)
- 3 Reading Interventionists (1 at Lowell to support Equitable Enrollment/School Choice)
- 1 Math Interventionist
- 2 KG classroom assistants
- Intervention Materials
- Professional Development
- In school learning opportunities and field trips
- Afterschool and summer school programming
- 2 Ojibwe Immersion classroom assistants (At Lowell to support Equitable Enrollment/School Choice)

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RIS Strategy #1 - Reading Interventionists

- Role: Skilled teacher specializing in reading and literacy interventions.
- Target Students: Grades Kindergarten to 5th identified in "Strategic" or "Intensive" ranges of MTSS (Tier 2).
- Methods:
  a. Utilizes culturally responsive strategies and materials that validates students' cultural and racial identities.
  b. Uses data-driven decision-making to collaborate with teachers and support staff.
- Goal: Improve academic proficiency in reading and literacy through targeted interventions.

RIS Strategy #2 - Ojibwe Immersion Classroom Assistant

- Responsibilities: Assist teachers and staff in implementing the Ojibwe Language Immersion curriculum, support the achievement and integration goals of the program.
- Program Objectives: Improve academic performance based on national research on language immersion programs, address integration needs by providing Ojibwe Immersion programming in Duluth Public Schools.
- Collaboration: Collaboration between Lowell Elementary and Myers-Wilkins Elementary (RIS) to implement the Ojibwe Immersion program. Aim to decrease racial and economic enrollment disparities at RIS.
- Equity Measures: Ensure equitable access to educational resources and programming.

RIS Strategy #3 - In school learning opportunities and field trips

- Hands-On Learning: Provide students with hands-on learning experiences aligned with the curriculum and community service learning opportunities. Trips to out-of-school learning centers and visits from representatives of these centers in classrooms.
- Family Engagement: Hold Family Nights to connect school learning with families. Aim to strengthen the connection between school content and student families.
- Cultural Validation: Utilize culturally responsive strategies and curricular materials to validate students' cultural and racial identities.
- Accessibility: All Family Nights will be free of charge.Transportation will be provided for families who require it to attend these events.

RIS Strategy #4 - After school and summer programming

- Program Objectives: Provide culturally responsive, safe, nurturing, and enriching experiences for students. Build academic, creative, and life skills among students.
- Organizers: Programs are organized by the Myers-Wilkins Community School Collaborative (MWCSC) in collaboration with school principal and staff.
- Inclusivity: Ensure intentional efforts to include Protected Class students in cooperation with RIS and MWCSC staff. Participation rates of Protected Class students will reflect the percentage of enrolled students at RIS.
- Focus Areas: Programs align with school goals; Academics, Cultural and racial identity, School pride, Engagement, Opportunity

RIS Strategy #5 - Professional Development

- Purpose: Improve student achievement and enhance culturally responsive teaching.
- Offerings: Workshops, training, and resources for district staff.
- Focus Areas: Culturally Responsive Practices, Undoing Racism, Curriculum Development & Integration, Racial Identity Development.
- Incentives: CEUs, substitutes, stipends, and/or lane change credits for participants.
- Outcomes: Integration of strategies into instruction, grading practices, and curriculum.
- Impact: Increase in culturally responsive teaching and learning, leading to reduced achievement gaps among students.

RIS Strategy #6 - Math Interventionist

- Role: Skilled mathematics teacher specializing in interventions.
- Target Students: Grades Kindergarten to 5th identified in "Strategic" or "Intensive" ranges of MTSS (Tier 2).
- Methods:
  a. Utilizes culturally responsive strategies and materials.
  b. Validates students' cultural and racial identities.
  c. Uses data-driven decision-making to collaborate with teachers and support staff.
- Goal: Improve academic proficiency in mathematics through targeted interventions.

RIS Strategy #7 - Social Emotional Learning Specialist (SEL)

- Role: Full-time Certified School Counselor or Social Worker focusing on Social Emotional Learning (SEL).
- Intervention Model: Provides tiered support aligned with MN MTSS intervention model. Offers Tier 1 small-group therapeutic counseling, push-in SEL opportunities, and Restorative Conflict Resolution supports.
- Approach: Utilizes culturally responsive strategies and materials to validate students' cultural and racial identities. Leads SEL programming at Myers-Wilkins and conducts individual/small group check-ins for supplemental SEL support. Supports staff with SEL training and coordinates mental health referrals and crisis assessments for students.
- Responsibilities: Serves on the school MTSS Social Emotional Behavior Team as Tier 1 lead. Aims to reduce behavior referrals and suspensions while increasing consistent attendance rates for all students through SEL initiatives.

RIS Strategy #8 - Equitable Enrollment Option Transportation

- Purpose: Ensure equitable access to school enrollment choices and increase access to RIS for White, Non-FRP families from Lowell attendance area.
- Transportation Routes: Busing provided between RIS and neighboring Lowell Elementary to facilitate enrollment options.
- The district absorbed the costs for this strategy because it was having the opposite intended effect

RIS Strategy #9 - Intervention Materials

- Objective: Purchase reading and math intervention materials to support student learning in resource rooms and classrooms.
- Purpose: Ensure availability of culturally responsive, appropriately leveled resources. Increase student academic achievement, confidence, cultural identity, racial identity, and self-esteem.
- Components: Leveled books, manipulative materials, and web-based programs for individual and small-group instruction. Shared among interventionists and classroom teachers to support MTSS academic plans.
- Tools and Approaches: Utilization of Reading Diversity LITE (Teacher's Edition) to select diverse texts. Integration of diverse racial perspectives into core and intervention curriculums.
- Benefits: Supports diverse learning needs and interests. Facilitates personalized learning and accelerated interventions based on student levels and interests.

RIS Strategy #10 - Kindergarten Instructional Assistants

- Role: Address early learning disparities and kindergarten readiness measures in kindergarten classrooms.
- Objective: Utilize culturally responsive strategies and materials to validate students' cultural and racial identities.
- Approach:
  a. Use data-based decision-making to collaborate with teachers and support staff.
  b. Provide necessary interventions to improve academic proficiency and school readiness for kindergarten students.
- Staffing: Two full-time Instructional Assistants supporting three kindergarten classrooms.

RIS Strategy #11 - Site Enrichment Coordinator and Young Scholars Program Facilitator

- Role: Provide gifted and talented learning opportunities for accelerated academic growth for identified K-3 students at Myers-Wilkins.
- Objectives: Ensure equitable access and representation for Protected Class students in rigorous coursework. Collaborate with district-level and site staff to develop and implement the K-3 Young Scholars program.
- Approach: Use culturally responsive strategies and materials to validate students' cultural and racial identities. Facilitate Tier 1 and Tier 2 enrichment experiences for classrooms and the entire school.
- Collaboration: Work with district-wide gifted and talented staff to ensure successful transition of students. Coordinate STEM support and manage STEM resources at Myers-Wilkins.
- Community Engagement: Explore partnerships with community organizations and experts to provide enrichment opportunities. Collaborate with integration specialists, social workers, American Indian education staff, and community resources.
- Outreach: Share enrichment opportunities widely through district website, social media, and community engagement to attract new families and promote racial and economic desegregation at Myers-Wilkins.

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Reflections & Questions?

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COW Agenda Cover Sheet

Meeting Date: May 7, 2024

Topic: Secondary Updates: Plans and Recommendations

Presenter(s): Jen Larva and Danette Seboe

Attachment (yes): **Presentation**

Brief Summary of Presentation or Topic (no more than a few sentences): Presentation that provides updates on MS Model planning and 7-Period Day planning for the 2024-25 school year.

Secondary Updates:
Plans and Recommendations

May 2024

Tonight's Agenda

Update on Secondary Schedule Plans

Recommend New Graduation Requirements

Recommend New Course Additions

Next steps

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Ten Minnesota Commitments to Equity
1. Prioritize equity.
2. Start from within.
3. Measure what matters.
4. Go local.
5. Follow the money.
6. Start early.
7. Monitor implementation of standards.
8. Value people.
9. Improve conditions for learning.
10. Give students options.

Updates:
MS Model Planning
7-Period Day

MS Model Planning

- Purchased 9 book titles based on model for asynchronous learning
- Professional Development partnership with AMLE on June 6
  - Teaching in a block
  - Advisory
- Site based shared learning and teaming on June 7
- Curriculum writing
  - New course additions
  - Adjusting current courses
- Communication of plans
  - Video on website
  - Superintendent messages
  - Site messages



MS Schedule

M, T, F: Regular 7 period schedule									
47 min	7 Pd Day	Period 1	Period 2	Period 3+ (52)	Periods 4 / 5 / Lunch			Period 6	Period 7
	6th	8:40-9:27	9:32-10:24	10:29-11:16	11:21-11:51 (L)	11:56-12:43 (4)	12:48-1:35 (5)	1:40-2:27	2:32-3:19
	7th	8:40-9:27	9:32-10:24	10:29-11:16	11:21-12:08 (4)	12:13-12:43 (L)	12:48-1:35 (5)	1:40-2:27	2:32-3:19
	8th	8:40-9:27	9:32-10:24	10:29-11:16	11:21-12:08 (4)	12:13-1:00 (5)	1:05-1:35 (L)	1:40-2:27	2:32-3:19
W, Th: Block schedule									
78 min	Wed.	Pd 1	Advisory (32)	Flex (34)	Lunch and Period 3			Period 5	Period 7 (39)
	6th	8:40-9:58	10:03-10:35	10:40-11:14	11:19-11:49 (L)	11:54-1:12		1:17-2:35	2:40-3:19
	7th	8:40-9:58	10:03-10:35	10:40-11:14	11:19-11:55 (36)	12:00-12:30 (L)	12:35-1:12 (37)	1:17-2:35	2:40-3:19
	8th	8:40-9:58	10:03-10:35	10:40-11:14	11:19-12:37		12:42-1:12(L)	1:17-2:35	2:40-3:19
78 min	Thurs.	Pd 2	Advisory (32)	Flex (34)	Lunch and Period 4			Period 6	Period 7 (39)
	6th	8:40-9:57	10:03-10:35	10:40-11:14	11:19-11:49 (L)	11:54-1:12		1:17-2:35	2:40-3:19
	7th	8:40-9:57	10:03-10:35	10:40-11:14	11:19-11:55 (36)	12:00-12:30 (L)	12:35-1:12 (37)	1:17-2:35	2:40-3:19
	8th	8:40-9:57	10:03-10:35	10:40-11:14	11:19-12:37		12:42-1:12(L)	1:17-2:35	2:40-3:19

Recommendation:
New Graduation Requirements

Current Graduation Requirements

	Grade 9	Grade 10	Grade 11	Grade 12	Totals
English	1.0	1.0	1.0	1.0	4.0 credits
Math	1.0	1.0	1.0		3.0 credits
Science	1.0	1.0	1.0		3.0 credits
Social St.	.5	1.0	2.0		3.5 credits
Health / PE	.5	.5			1.0 credits
Arts	1.0				1.0 credits
Electives	7.0				7.0 credits
*Note that WIN has been included in elective total					22.5

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Graduation Requirement Proposal

Considerations:

- Step up graduation requirements each year
- Required courses designed to support our students and tied to World's Best Workforce Plan, includes CCR Requirements
- Computer Science and Personal Finance on the horizon at state level
- Require students in 9-11 to carry a course load of 6+ classes each semester
- Require seniors to carry a course load of 5+/sem
- On par with area school requirements

This year's	Class	Credits	Required Course
11th	2025	22.5	(Personal Finance)
10th	2026	23.0	Career, College, & Life Readiness
9th	2027	23.5	Computer Science
8th	2028	24.0	9th Grade Futures

Recommendation:
New Course Additions

New Course Development

In support of students:

- **Academic Skills for Success (Repeatable)**
  - Designed to support credit deficient students incl. tutoring
  - Study skills & individual tutorials; job prep, readiness, application, and interview skills; comm skills; personal assessment and awareness activities; and small group seminars.
- **9th Grade Futures: Navigating High School and Beyond**
  - Exploring student strengths and passions, connecting to opportunities after high school
  - Teaches academic and professional skills for success through high school and into adulthood
- **11th Grade College, Career, and Life Readiness**
  - Post-secondary opportunity exploration and research
  - Professional Skill development
  - Preparation for Life Skills needed moving into adulthood
- **10th Grade Computer Science**
  - Teaches use of computer applications needed for educational, personal, and professional development
  - Digital Citizenship, Ethics, and Professionalism in Digital Communication

In support of diverse offerings:

- **Global and Indigenous Sports**
  - PE Elective
- **Diverse Perspectives in Literature**
  - ELA elective course, BIPOC and LGBTQ+ Authors, including local
- **African American Folklore and Storytelling**
  - ELA Elective
- **American Sign Language**
  - World Language Department
- **CITS Anishinaabeg of Lake Superior**
  - FDLTCC CITS Course
- **Ethnic Studies**
  - Social Studies elective
  - MDE Requires offering this elective by 2026
- **Anthropology**
  - Social Studies Elective

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Next Steps

- Board approves new graduation requirements, including credit increases and new semester-based required courses
- Share new requirements with staff, students, families, community
- Adjust registration to include student interest in new diverse elective offerings
- Budget for summer curriculum writing needs
    - Hire teachers and any necessary consultants
    - Review curriculum resources
- Purchase any new curriculum resources or materials

COW Agenda Cover Sheet

Meeting Date: May 7, 2024

Topic: Teachers On Call

Presenter(s): Theresa Severance, Executive Director of Human Resources and Operations and Melanie Belavilas, Teachers on Call

Attachment (yes or no): Yes

Brief Summary of Presentation or Topic (no more than a few sentences): This presentation will provide a 2024 update of the substitute support we receive through our contract with Teachers on Call. Presentation will include data analytics, substitute statistics and recruiting updates, and general feedback from schools and substitutes.

Mid-Year Review 2024

4.2.2024

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Absence data

9.5.2023 – 3.22.2024

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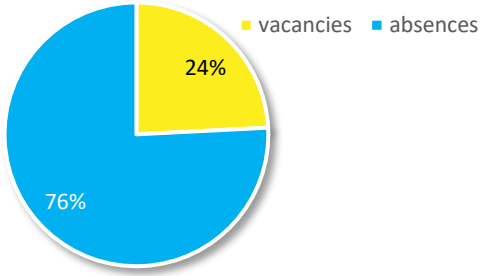
Teacher Absence Data				
	Requested	Filled	Unfilled	Fill Rate
2022-2023	4008	3067	941	76.5%
2023-2024	4279	3323	956	**77.7%**

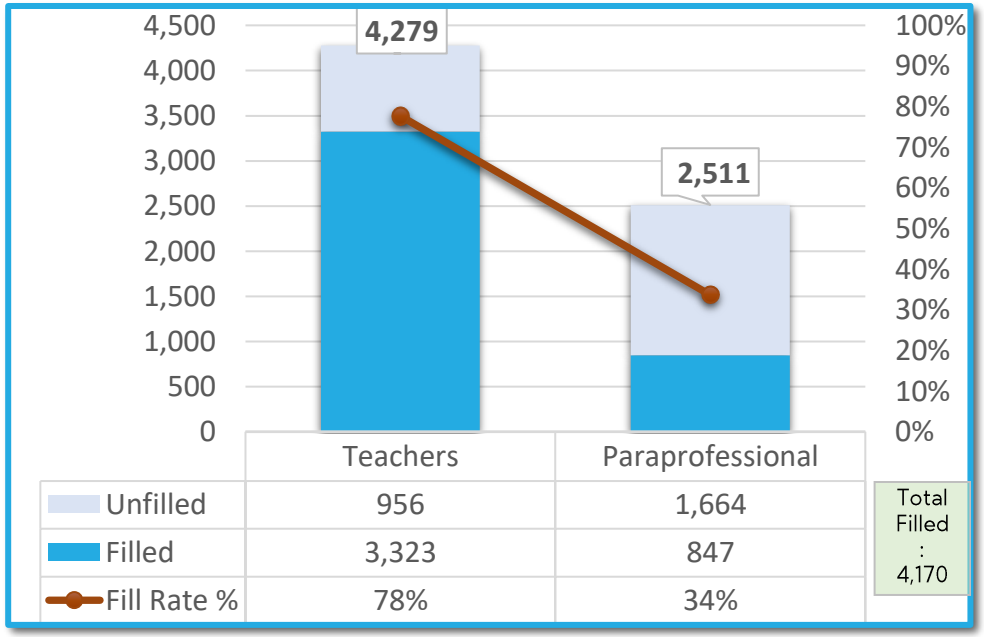
Para Absence Data				
	Requested	Filled	Unfilled	Fill Rate
2022-2023	1876	635	1241	33.9%
2023-2024	2511	847	1664	**33.7%**

YTD (3/22/2024) Overall Sub Requests	Substitute Pool Size	Substitutes Added Since 8/1/2023	Absenteeism Rate
6790	**195** (Para: 94 Teacher: 155)	116	4.7%

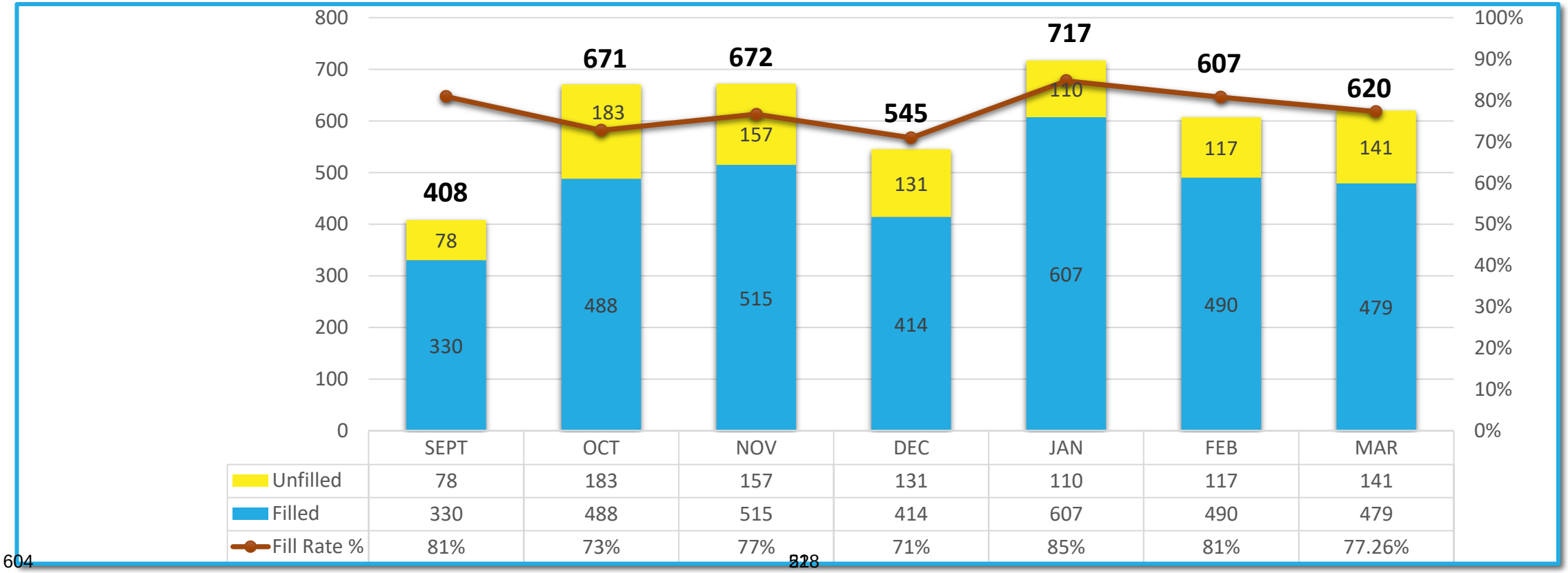
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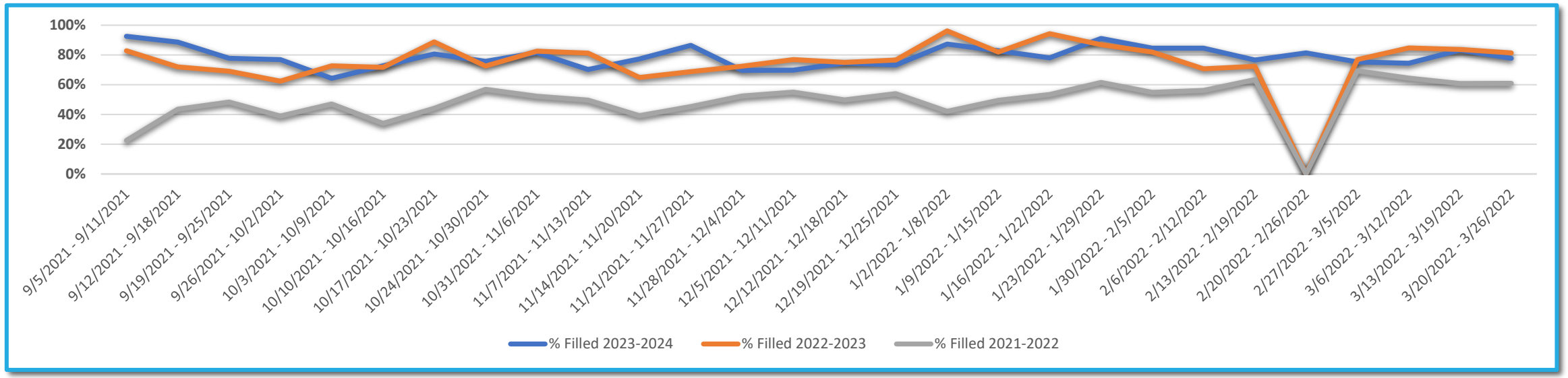
Teacher fill rate



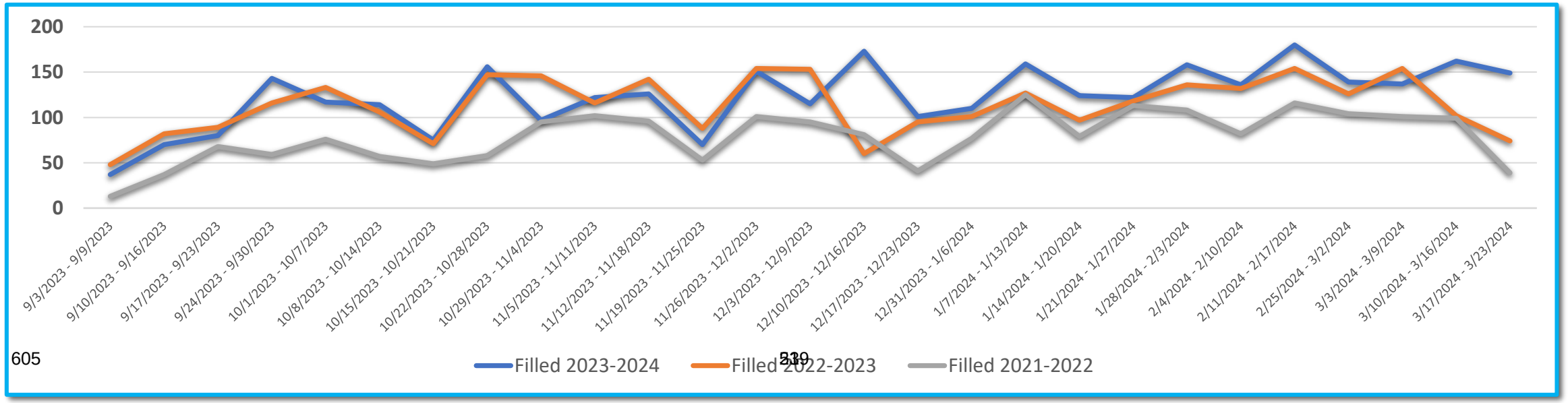
	SEPT	OCT	NOV	DEC	JAN	FEB	MAR
Unfilled	78	183	157	131	110	117	141
Filled	330	488	515	414	607	490	479
Fill Rate %	81%	73%	77%	71%	85%	81%	77.26%

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Teacher fill rate % trendline

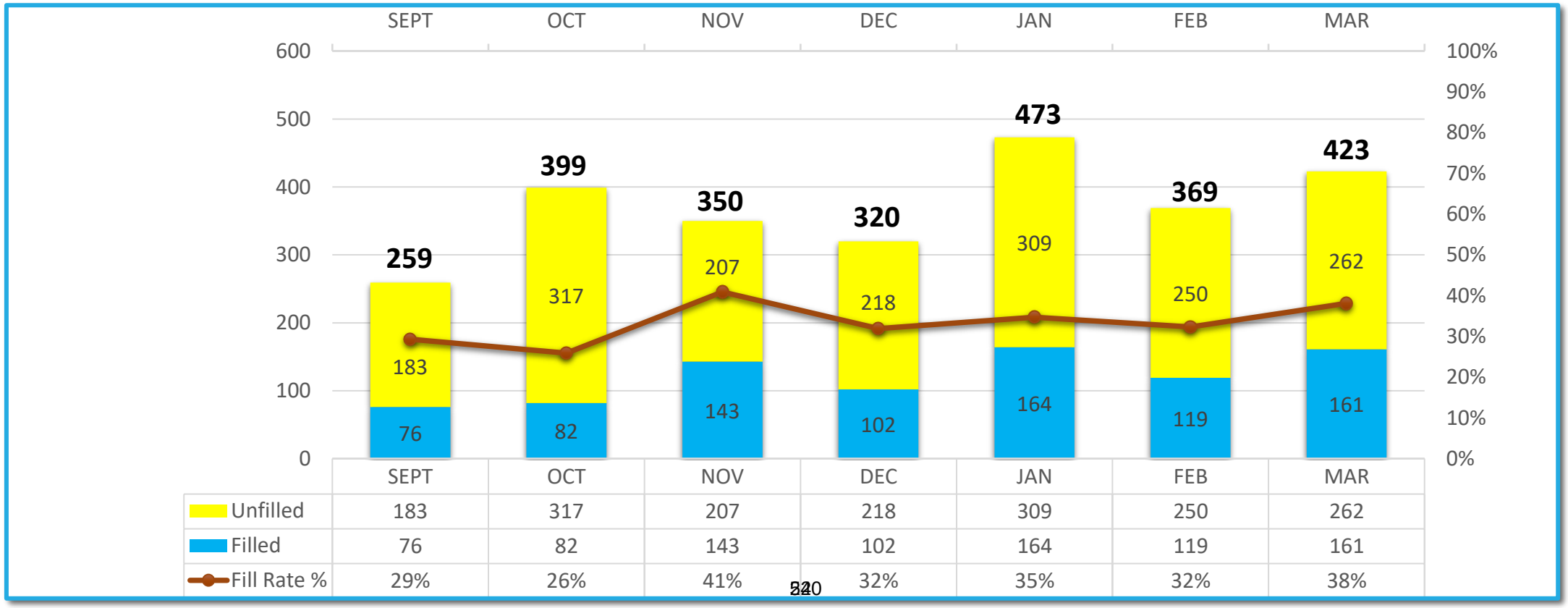


Number of filled **teacher** positions



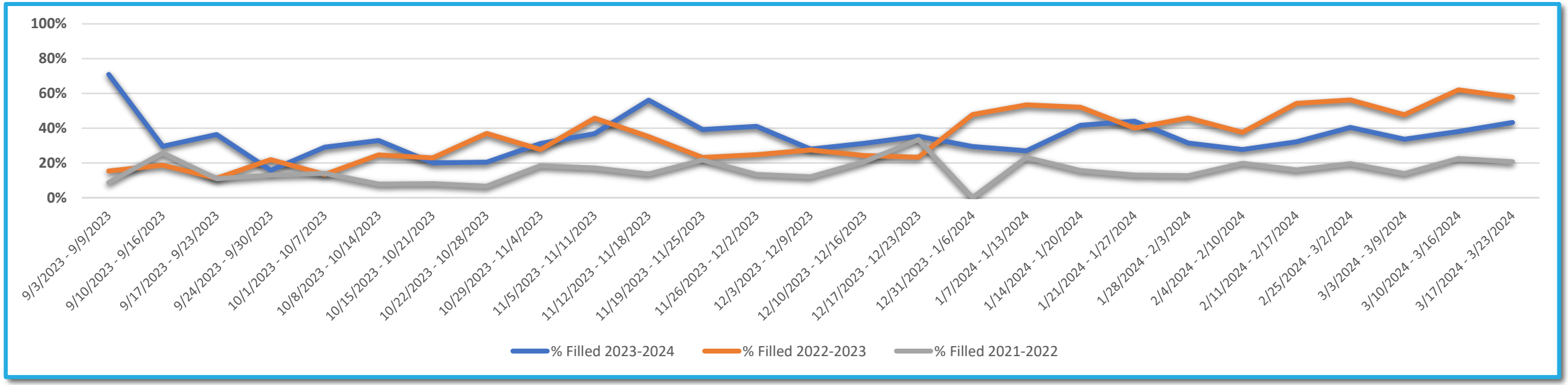
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Paraprofessional fill rate

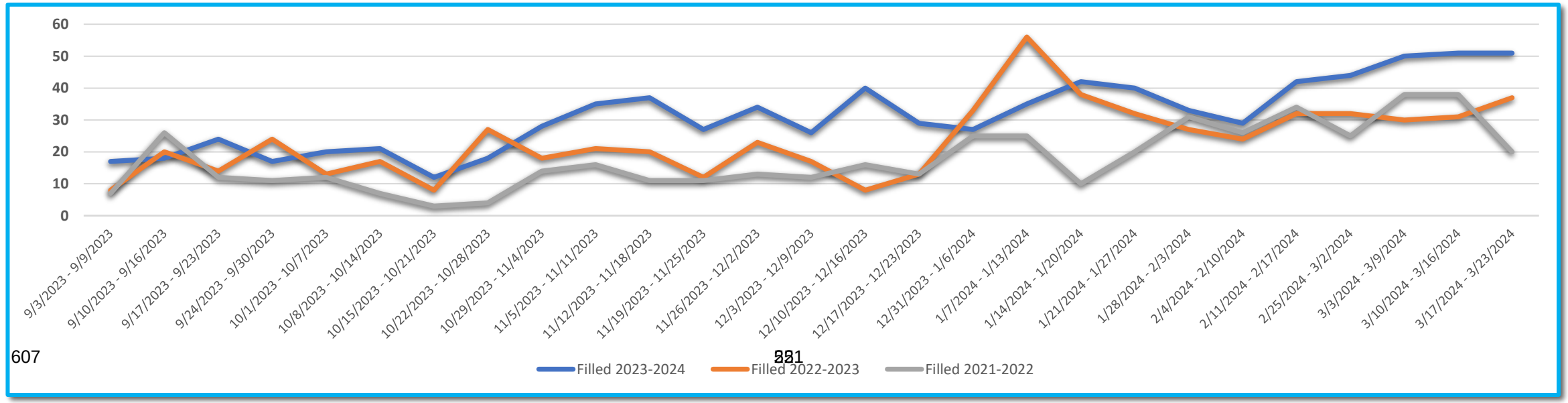


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Paraprofessional fill rate % trendline



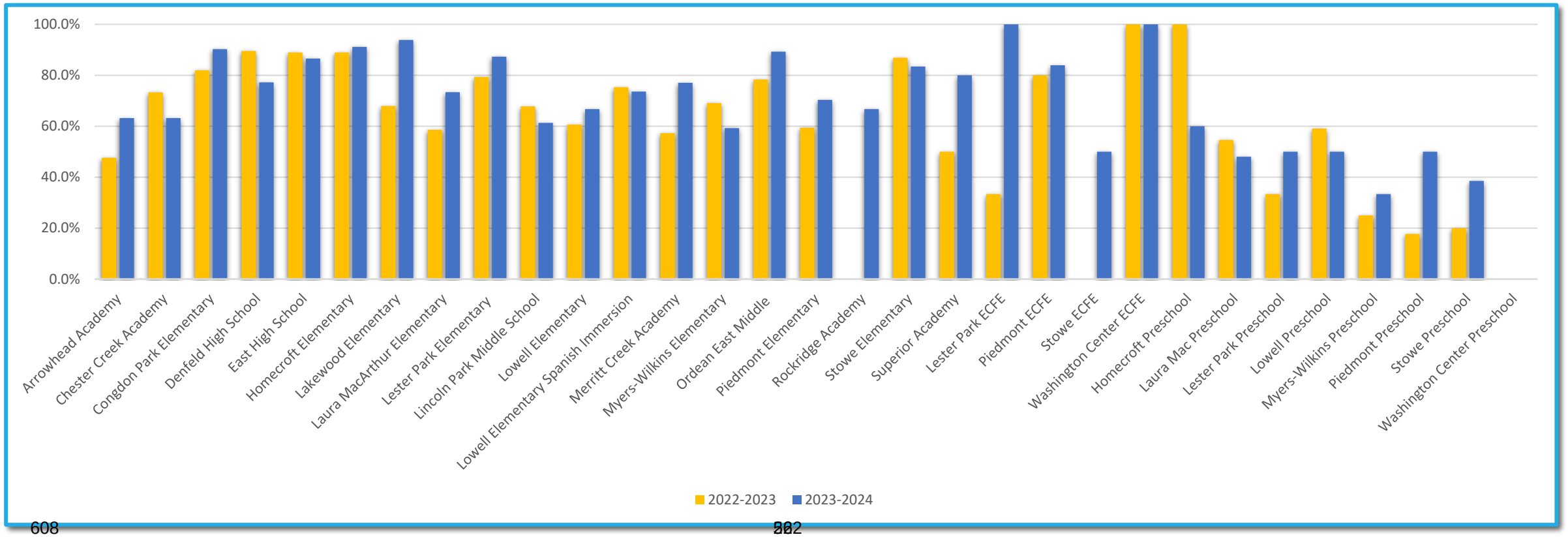
Number of filled **paraprofessional** positions



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Teacher Fill Rate Comparison 2022–2023 vs. 2023–2024

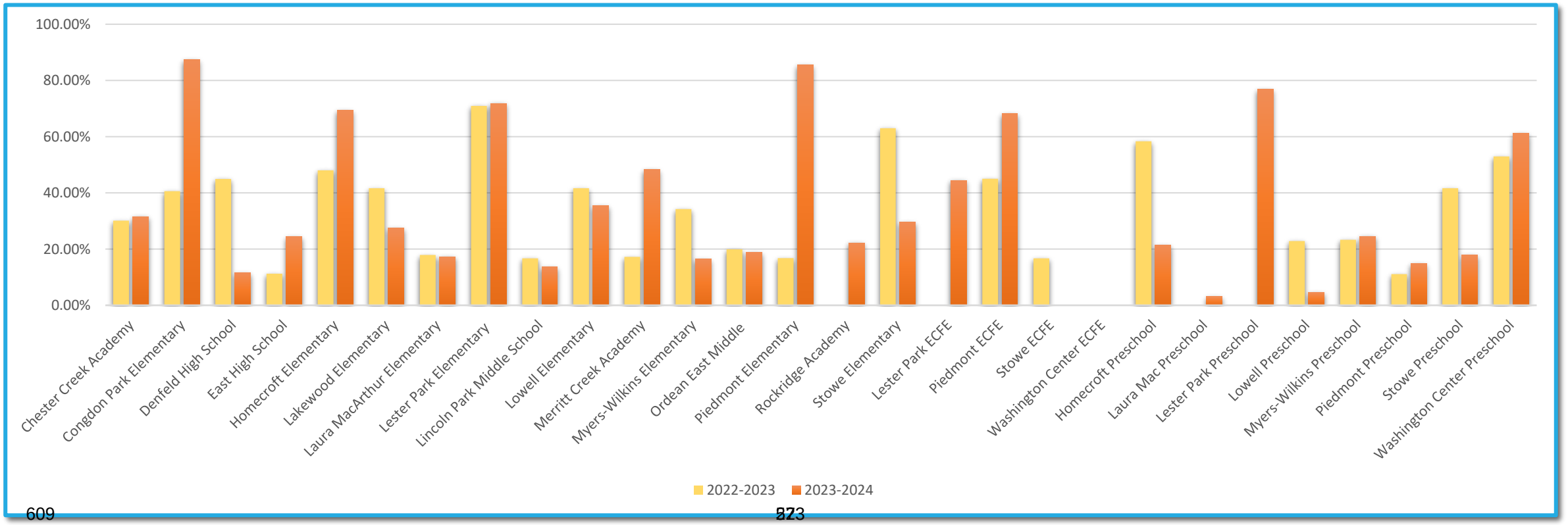
(9.5.23– 3.22.24)



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Paraprofessional Fill Rate Comparison 2022–2023 vs. 2023–2024

(9.5.23– 3.22.24)

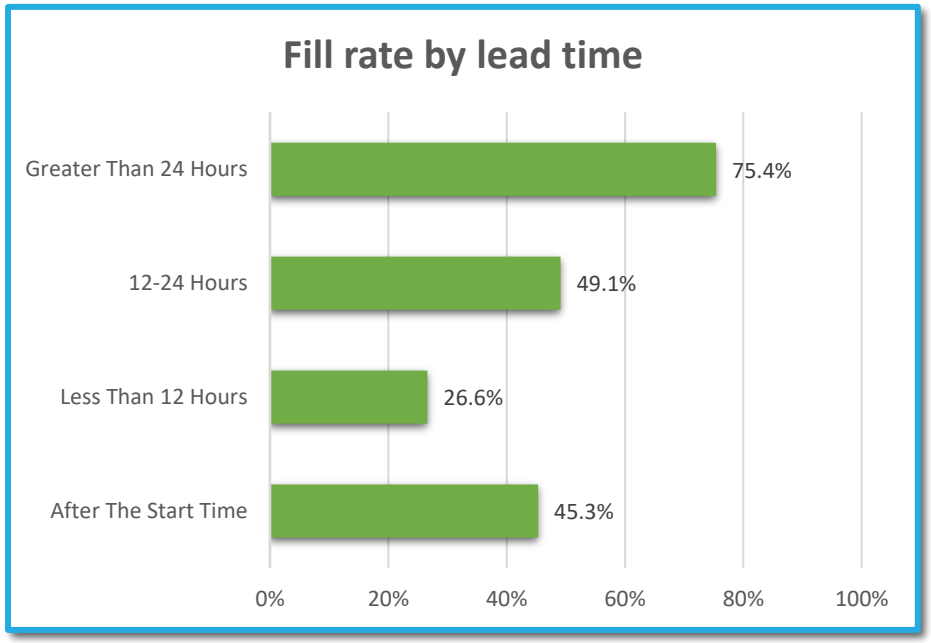


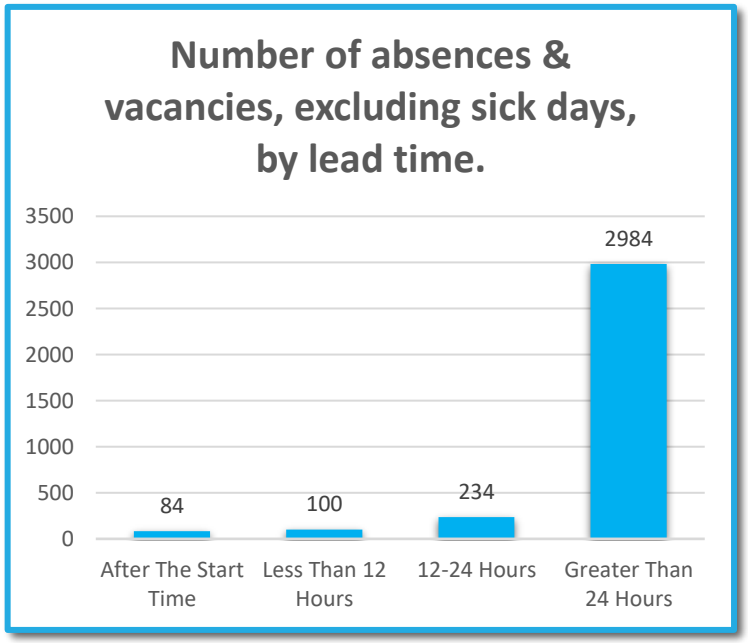
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Absence lead and fill time







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Substitute Updates

teachers ON CALL®
A Kelly® Education Company

116
Substitutes Hired

175
Substitutes Worked

195
Active Substitutes



611

225

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COW Agenda Cover Sheet

Meeting Date: May 7, 2024

Topic: FY25 Budget Update

Presenter(s): Simone Zunich

Attachment (yes): There will be a PowerPoint presentation

Brief Summary of Presentation or Topic (no more than a few sentences): Presentation of the preliminary FY25 budget.

Head Start Self Assessment: PDF

Head Start Federal Grant: PDF

Head Start Transportation Waiver: PDF

FY25 Preliminary Budget Review



Committee of the Whole

First Reading

May 7, 2024

Duluth Public Schools

Timeline

- April 2024 | Individual board member meetings occurred to review the 5-year analytics and the FY25 preliminary budget
- April 25 | Board work session at Denfeld High School
- May 7 | Committee of the Whole – First reading
- June 11 | HR/Business Services
- June 13 | Committee of the Whole – Second reading (include categorical aid breakdown and final basic formula aid)
- June 18 | Regular Board Meeting – Adoption
- July 2024 | Guiding change document will be presented with timeline dates to address the FY26 budget reductions
- Smaller group meetings are possible within this timeline

Summary

Overview/Definitions:

General Fund includes General (01), Transportation (03), and Operating Capital (05). Within the General and Operating Capital funds, certain revenues will have reserve requirements.

Additional funds include Food Service Fund (02), Community Service Fund (04), Construction Fund (06), Debt Service Fund (07), Trust Fund (08), Internal Service Fund (20).

The process for General Fund Revenue budgeting will include projecting and analyzing current Federal, State, and Local revenues along with forecasting legislative or local district changes to revenues.

615 629

Duluth
Public Schools

Summary

- Revenue has increased slightly.
- Basic formula allowance is based on 2% over FY24.
- Expenses have increased due to the lack of ESSER funding and increased cost associated with salaries, benefits and operations.
- Overall, the FY25 budget will be balanced using assigned fund balance and internal operational budget adjustments.

FY25 Revenue Projections

	FY24 Revenue	FY25 Revenue	Dollar Change
General Education Aid	$73.9M	$74.5M	$1.3M
Special Education Aid	$21.3M	$22.6M	$1.3M
Property Tax Levy	$39.2M	$45.1M	$5.7M
Federal Funds	$22.7M	$13M	($9.6M)
Non-Federal Grants	$2.3M	$2.3M	$0.0M
Funded Programs	$8.4M	$8.8M	$424K
Other Revenue	$7.9M	$7.9M	$21K
Debt Service	*$23.6M*	*$28.0M*	*$4.4M*
Food Service	$6.0M	$6.1M	$100K
Community Education	$8.4M	$8.5M	$100K

617 251

- FY25 General Fund revenue is lower than the current year's revenue budget with the loss of ESSER funding.

  Additional Factors:
  - The district has increased funding due to the Property Tax Levy and the passing of Question 1 on the November 2023 ballot.
  - Special Education Aid has increased due to Cross-Subsidy Aid.
  - Debt Service had an increase in revenue due to the passage of Question 1 on the November 2023 ballot.

Duluth Public Schools

FY25 Expense Projections

	FY24 Expense	FY25 Expense	Dollar Change
Salaries and Wages	$85.5M	$86.1M	$538K
Employee Benefits	$40.5M	$41.6M	$1.0M
Purchased Services	$12.5M	$12.3M	($118K)
Supplies and Materials	$12.4M	$8.1M	($4.3M)
Capital Expenditures	$6.4M	$3.3M	($3.1M)
Other Expenditures	$427K	$427K	$0
Debt Service	$23.6M	$27.3M	$3.7M
Food Service	$6.0M	$6.1M	$100K
Community Education	$7.6M	$7.7M	$100K

618 662

- FY25 Salaries and Benefits expense has a slight increase over FY24 due to the retention of 28 ESSER funded staff and the implementation of the middle/high school scheduling models.
- Purchased Services expense remains stable over FY24 due to the anticipation of no reductions to transportation and operating costs.
- Supplies and Materials expense were reduced by $4.3M with the loss of ESSER funding.
- General Fund Capital Expenditures reduced by $3.1M due to the passage of Question 1 in November 2023.

Duluth Public Schools

Comparing Revenue to Expense

PROPOSED FISCAL YEAR 2024/2025 BUDGET

REVENUES	Proposed FY 2025 Budget
01 General Fund	130,317,920
02 Food Service	6,000,000
04 Community Service	8,580,500
06 Construction	
07 Debt Service	28,067,285
08 Trust	276,100
20 Internal Service	950,000
79 Student Activities	276,264
Subtotal - Revenues	174,468,069

EXPENDITURES	Proposed FY 2025 Budget	Dollar Change
01 General Fund	136,758,474	($6,440,554)
02 Food Service	6,080,202	($80,202)
04 Community Service	7,780,783	$799,717
06 Construction		
07 Debt Service	27,393,530	$673,755
08 Trust	263,733	$12,367
20 Internal Service	929,564	($29,564)
79 Student Activities	276,264	
Subtotal - Expenditures	179,482,550	

619 633

Duluth Public Schools

Projected Enrollment

- Analysis completed 6 months prior
- Due to FY23 final counts of 8,120, we are using the ADM count of 8,074

		PROJECTED ENROLLMENT				
	2024	2025	2026	2027	2028	2029
EARLY CHILDHOOD (EC)	120	115	115	111	106	102
VOLUNTARY PRE K	35	35	35	35	35	35
HANDICAP (K)	131	127	121	117	113	108
Grades K-5	3,411	3,352	3,301	3,219	3,140	3,029
Grades 6-8	1,685	1,721	1,802	1,791	1,769	1,769
Grades 9-12	2,607	2,505	2,383	2,393	2,421	2,448
Area Learning Center	0	0	0	0	0	0
TOTAL ENROLLMENT	**7,989**	**7,855**	**7,757**	**7,665**	**7,584**	**7,491**
Change		(134)	(98)	(92)	(81)	(93)
% Change		-1.68%	-1.25%	-1.18%	-1.06%	-1.23%

620 284

Duluth Public Schools

Questions?

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Duluth
Public Schools

COW Agenda Cover Sheet

Meeting Date: May 7, 2024

Topic: Early Childhood Family Education

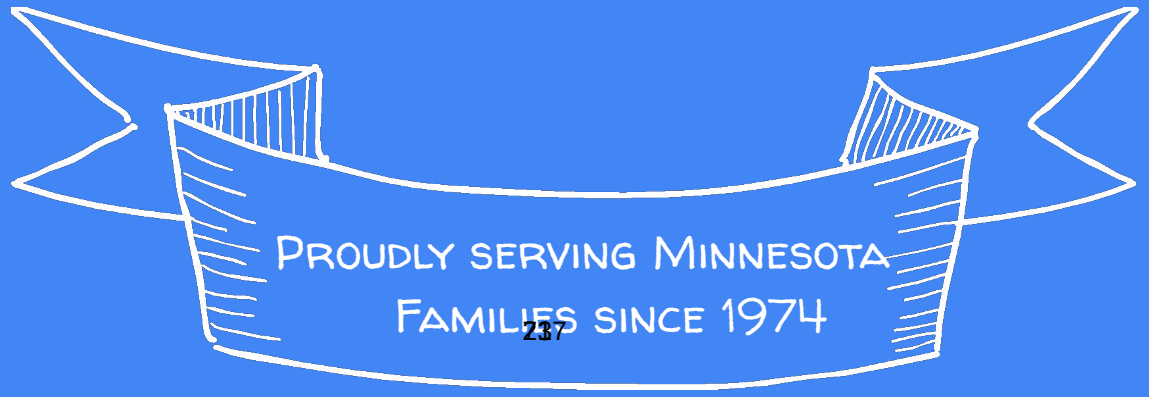
Presenter(s): Jen Jaros

Attachment (yes): Slides sent to Shannon

Brief Summary of Presentation or Topic (no more than a few sentences): ECFE Overview, Updates and Invitation to ECFE's 50 Anniversary & Reunion on May 18th at Chester Park



EARLY CHILDHOOD FAMILY EDUCATION



Early Childhood Family Education- ECFE

Mission

To strengthen families through the education and support of <u>all</u> parents to provide the best possible environment for the healthy growth and development of their children.



~ In ECFE, we recognize that <u>parents</u> are a child's first and most important teacher. ALL families are welcome. ~

MN & Duluth Public Schools has a rich history of valuing Early Childhood programming.

Early Childhood Programs Offered in ISD709

- **Early Childhood Family Education** (1974 legislation passed, 1979 in Duluth)
  - Classes, Home Visits, Partnerships/outreach, Connecting to Resources
  - Parenting Education, Early Childhood Education
    - Licensed teachers
- Early Childhood Special Education (1986)
  - B-2 yrs, 3-5 yrs
  - Help Me Grow
- Early Childhood Screening (1977)
- Duluth Preschool
  - Head Start (1965)
  - School Readiness (1991) -Parent fee/sliding scale
  - Voluntary Pre K (2016)
  - Early Learning Scholarships



- ECFE funding
  - Community Education & Services umbrella
  - State Aid, Local Levy, Home Visiting Levy, Grant Funding, participant fees on sliding scale
  - Formula based on B-4 Census (5352 - 23/24)
  - Sliding Fee Scale: we do not turn anyone away due to inability to pay (many offerings are free)

- Program Leaders
  - Jeremy Rupp - Community Education Coordinator
  - Jen Jaros - ECFE Coordinator
  - Must



Early Childhood Family Education- ECFE

Mission

To strengthen families through the education and support of <u>all</u> parents to provide the best possible environment for the healthy growth and development of their children.



Statute 142D.13

- **Purpose** is to provide parenting education to support children's learning and development.
- Must appoint an advisory council

In ECFE, we recognize that parents are a child's first and most important teacher. ALL families are welcome.

Community Education Programming...

Youth Programming

- ★ **Early Childhood Family Education**
- ★ School-Age Childcare
- ★ Youth Enrichment
- ★ Youth Services
- ★ Drivers Education
- ★ Safe Routes to School Coordination
- ★ Project Access

Adult & Additional Programming

- ★ **Early Childhood Family Education**
- ★ Adults with Disabilities
- ★ Adult Enrichment
- ★ Senior Enrichment
- ★ Adult Basic Education (DAE)
- ★ Facilities-Use











Class Locations For Families with Children Birth to PreK

- Piedmont Elementary
- Washington Center
- Lester Park Elementary
- Stowe Elementary





- For <u>All</u> Caregivers, regardless of age:
  Circle of Security Parenting at Myers-Wilkins, Lester Park & Piedmont for any parent/caregiver/staff/community member

Components of a Typical Class

- Parent/Child Activities & Child Lead Play, large group stories and songs
- Parent Education & Discussion
- Early Childhood Education

- Families attend weekly, for 1.5 Hrs
- Daytime & evening classes offered
- 0-4 Mixed ages classes or Sibling Care offered for families with more than one child

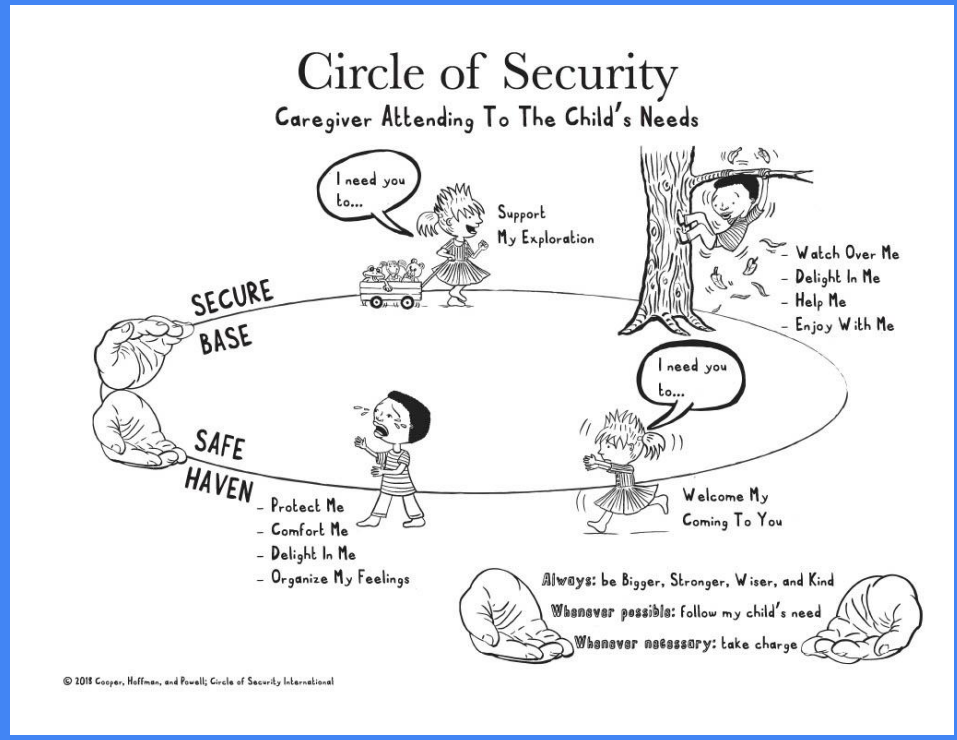


Taught by:

- Licensed Early Childhood Teachers
- Licensed Parent Educators
- Paraprofessionals assisting children in class/sibling care

Curriculum

- MN's Parent Education Core Curriculum Framework
- MN's Early Childhood Indicators of Progress (aligned with K12 Standards)
- Circle of Security Parenting (Secure Attachment sets the foundation)
- Research based information & Resources
- Parenting lessons developed with each class to fit the needs & interests of each group
- Connect families to district & community resources



MN's Parent Education Core Curriculum Framework Domains

Parent Development

Parent-Child Relationships

Early Childhood Development

Family Development

Culture & Community

Partnerships (no fees charged to families)

- Amazing Newborn @ St Luke's & Essentia – Birthing Units and Prenatal Classes
- LifeHouse – with parenting youth/young adults
- NERCC (Northeast Regional Corrections Center) – with incarcerated fathers
- Home Visits – in home, classroom, outdoors, phone, virtual
- Family Friend & Neighbor caregiver (FFN)
- Child Care Provider Mentorship (Circle of Security)
- Community Resource Navigator
  - A one on one visit using Help Me Connect and Bridge to Benefits web based tools
- Duluth Children's Museum – teen parents, fieldtrips
- Salvation Army – Circle of Security Parenting group
- YWCA, Annie's house, Every Child Ready Duluth, Duluth Public Library and more...

New Next Year...

- Empowering Teen Parents
  - ECFE/ALC – Teen Parenting course for credit
  - Hybrid Online/In-Person – Gatherings are at & in partnership with Duluth Children's Museum

DULUTH CHILDREN'S MUSEUM

- Caregiver Connections – ECFE/ECSE Collaboration
  - for families with children receiving special services, held weekly at Washington Center

Join Us!

ECFE's 50th Anniversary and Reunion

May 18th, 10am–Noon
Chester Park
bus shuttle from UMD Maroon Lot

Play, Resources, Entertainment
by Terrence Smith,
Food Trucks, Community and more...



Thank You

Facebook: Duluth ECFE - early childhood family education

https://www.isd709.org/academics/early-childhood

jennifer.jaros@isd709.org

Early Childhood Office: 218-336-8815
admin assistant Sharie Blevins

637

851

COW Agenda Cover Sheet

Meeting Date: May 7, 2024

Topic: Check & Connect

Presenter(s): Sarah Laulunen

Attachment (yes): There will be a PowerPoint presentation – sent to Shannon

Brief Summary of Presentation or Topic (no more than a few sentences): Update of Check & Connect 23-24 along with testimonials from students/families about how Check & Connect has supported them.

Duluth Public Schools
Check and Connect Program Update
May 2024

Sarah Laulunen, LICSW
Check & Connect Coordinator

ISD 709 Duluth Public Schools

The Evolution of Check & Connect in the Duluth Public Schools

What is it?

Check & Connect is an intervention used with students who show **warning signs of disengagement** with school and who are **at risk of dropping out**.

- Check - Mentors **systematically monitor student performance** (e.g., absences, tardies, behavioral, grades)
- Connect - Mentors provide **personalized, timely interventions** to help students solve problems, build skills, and enhance competence. Mentors work students and families for **at least two years**, functioning as liaisons between home and school and **strive to build constructive family-school relationships**. See the Components and Elements of Check & Connect.

641 895

How It Started

US Department of Education, Office of Special Education Program (OSEP) charged states to develop a multi-year plan that would improve high school graduation rates for Black and/or American Indian and youth with disabilities.

- In 2015, the Minnesota Department of Education identified Duluth Public Schools as one of four districts that accounted for approximately 30% of the population group
- MDE partnered with districts to implement an evidence-based practice to impact graduation rates
- According to the U.S. Department of Education's What Works Clearinghouse, Check & Connect **is the only program** found to have strong evidence of positive effects on staying in school.

Where We've Been

- Started slow and small, focused on building internal capacity. See: District Capacity Assessment Results Over Time
- Improved graduation rates of Black and American Indian students with disabilities. See Graduation Rates Over Time
- Wrapped up initial grant in Spring 2021, sought external funding, and began planning for expansion
  - Were awarded $1.6 million to add mentors to each secondary school; later obtained additional funding to add a position at ALC and to expand data use
  - Modified mentor job description to better align with heightened post-pandemic student needs

643 257

Where We Are

Students Enrolled

277

Total Schools

5

Total Mentors

15

Average Caseload

18.5

Average Weekly Minutes

72

Program Impact

Decrease in Absences

46% or 101 of 219

Decrease in Suspensions

38% or 11 of 29

Where We Are Going

- Continue to increase the percentage of historically underserved students receiving a Check & Connect mentor

Student Group	Receiving Check & Connect 23-24	Receiving Check & Connect 22-23	Enrollment in District
Students of color	52.1%	39.2%	22.5%
Students receiving special education services	15.7%	21.3%	20.7%
Students receiving free or reduced price meals	57.8%	64.1%	43%

- Provide Check & Connect training and support to other staff across the district .

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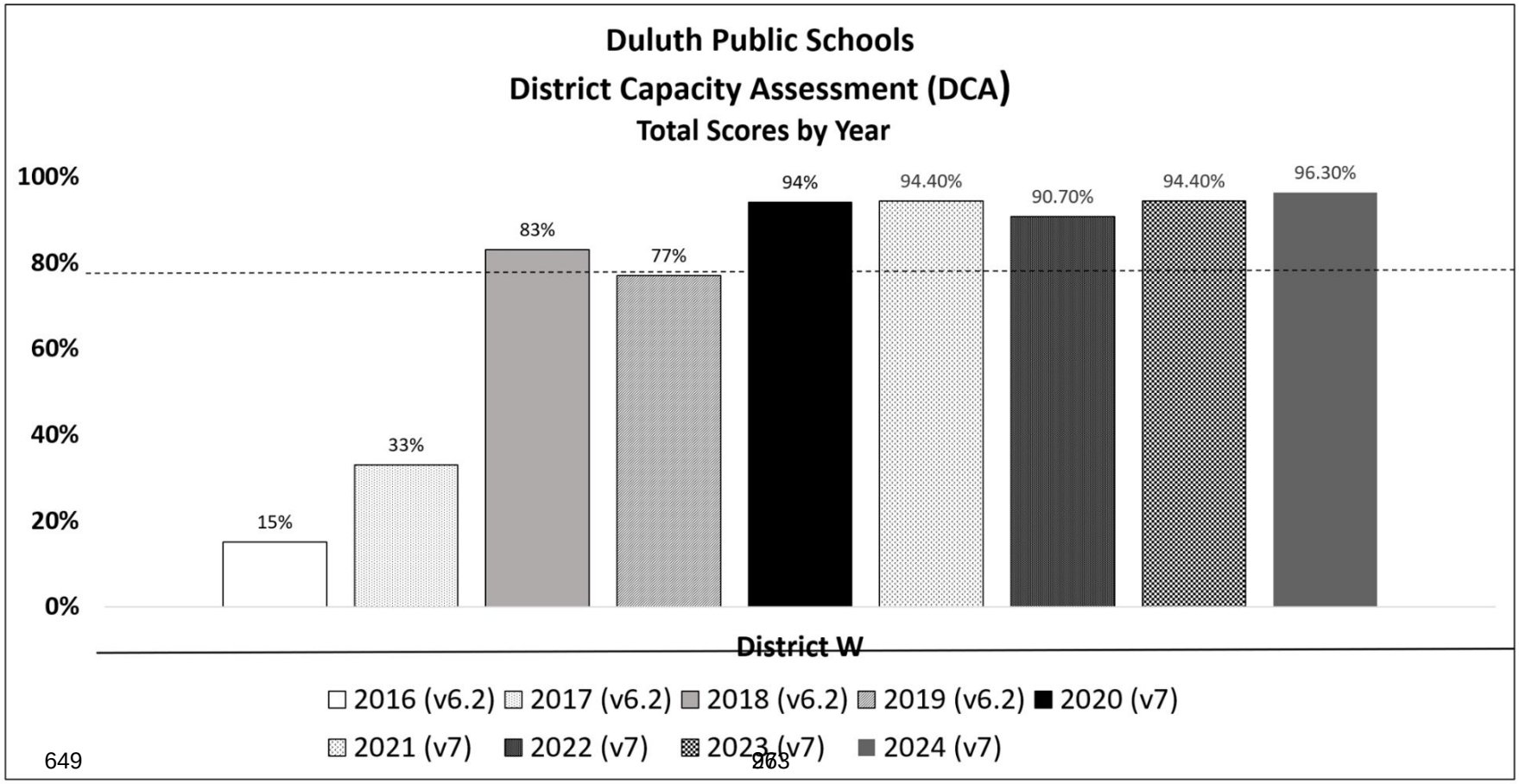
Where We Are Going

- Utilize 2 more years of partial funding from SLC to continue programming.
- Continue the things that are working, such as:
  - Partnering closely with MDE staff
  - Providing ongoing professional development and support to mentors
  - Delivering the evidence-based practice with fidelity
- Transition away from district-driven leadership by continuing to building capacity at school-level
- Provide additional training and support on using data to identify students, monitor progress, exit students

Student & Family Testimonials

Additional Data

District Capacity Assessment Results Over Time



649

263

COW Agenda Cover Sheet

Meeting Date: May 7, 2024

Topic: Duluth Adult Education (DAE) Update

Presenter(s): Angie Frank

Attachment (yes): There will be a Google Slide presentation – will be sent to Shannon.

Brief Summary of Presentation or Topic (no more than a few sentences): Presentation to give an overview of the Duluth Adult Education program.

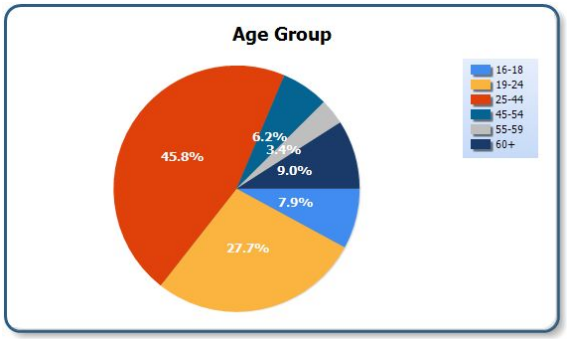

DULUTH
ADULT
EDUCATION
LEARN | ACHIEVE | SHINE

Overview of DAE Programs

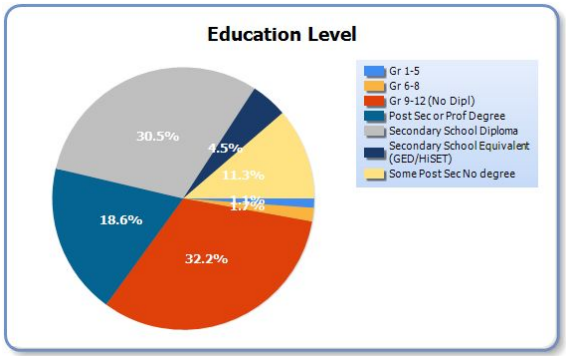


\+ St.Louis County Jail

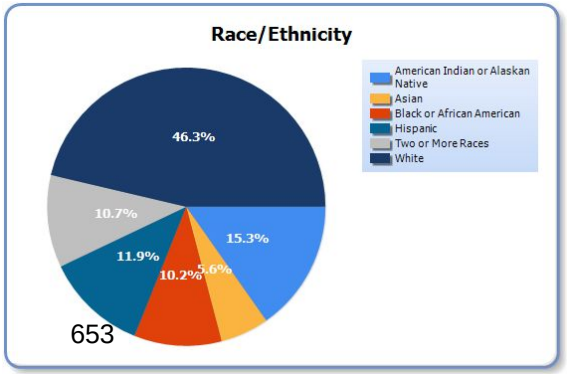
DAE Demographics 2023-2024 - Who are DAE students?



74% ages 19 - 44



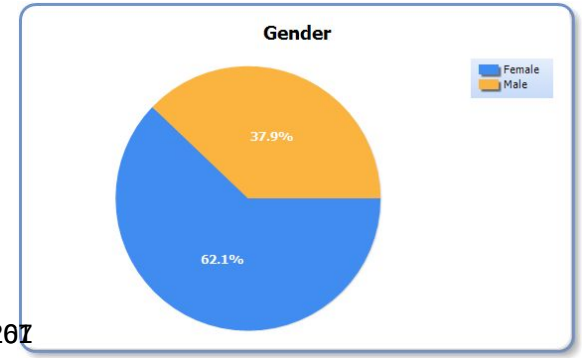
35% have no high school diploma



653

54% students of color

> This is an increase from 48% last year



207

62% female students

> State database does allow for “Other gender identity” to be selected

Understanding DAE student experience

- New student surveys implemented this year

How do you hope to feel at DAE? (incoming survey)



654

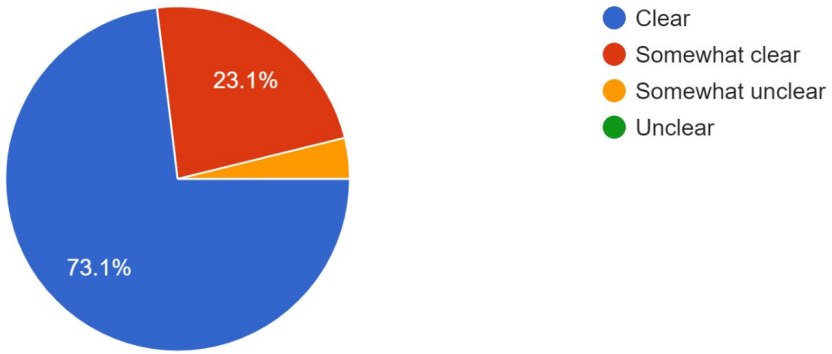
How do you feel at DAE? (post-survey at 40 + hours)



202

8. How clear is the path to reaching your goal?

26 responses



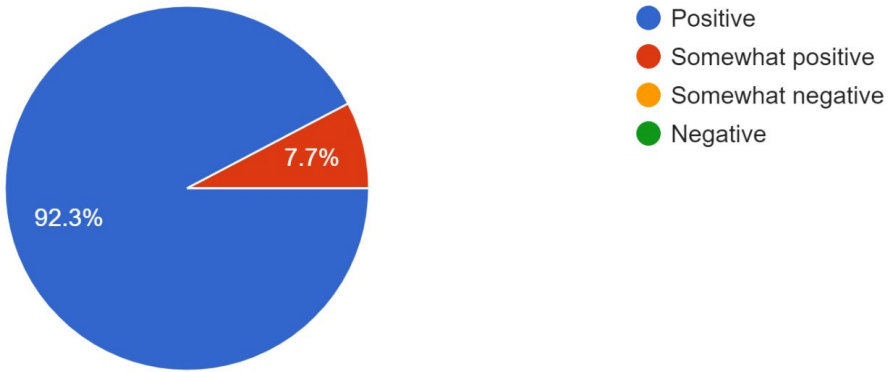
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Student Comment: “It was super easy and straightforward!”

269

9. How has your overall experience been as a student in our programs?

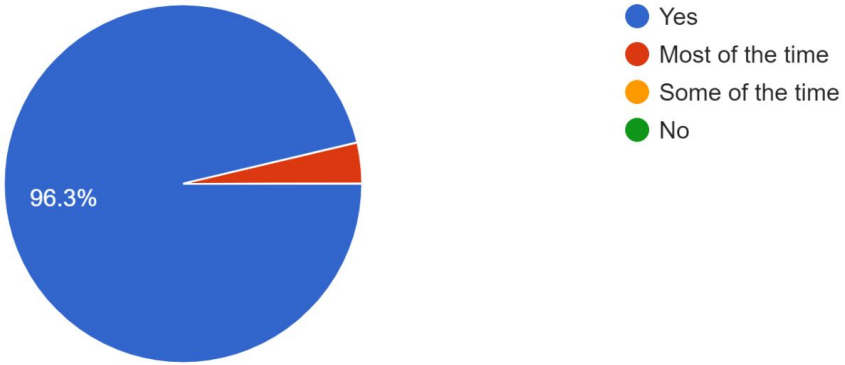
26 responses



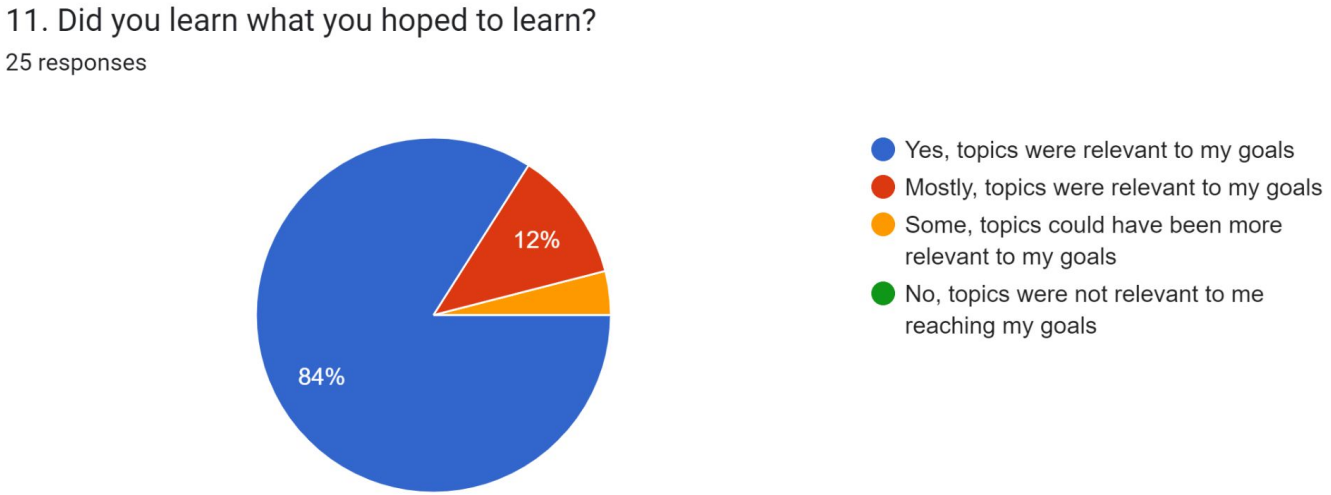
Student Comment: “Lots of positive reinforcement. Made it feel as though we mattered individually. The teacher was transparent and human. Lots of laughs!”

10. It is our goal to make everyone feel comfortable, welcome, and safe in our programs. Do you think we accomplished that goal with regard to studen...city, religion, age, family system, sexuality, etc.?

27 responses



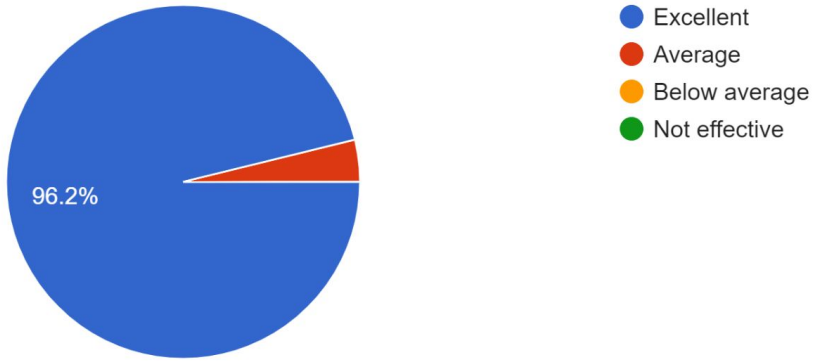
Student Comment: “I usually feel so uncomfortable because I am the only person that is not white. Something happened here being the only person not while but I wasn't uncomfortable at all. I usually quit because the feeling is too uncomfortable but I looked forward to coming to this class. No problems at all!”



Student comment: “I was very fortunate to have teachers who encouraged me to pursue my dreams of being a first time graduate. There would be times I wouldn’t check in and my teachers would reach out to bring me back to focus! I will be the first in my family to have a diploma.”

12. How would you rate the quality of your teacher?

26 responses



Student Comment: “Linnea is an absolutely amazing teacher. She keeps you interested and focused on what she's teaching so you don't get bored and makes it easy to understand.”

DAE Students Served and Contact Hours

- Covid Recovery and Growth

	DATE RANGE	# OF STUDENTS	# OF CONTACT HOURS
Post-Covid Rebuilding	5/1/2023 - 3/30/2024	1047	17,106
Post-Covid Rebuilding	5/1/2022 - 4/30/2023	769	16,377
Covid + Oct. 2021 Move	5/1/2021 - 4/30/2022	425	12,481
Covid	5/1/2020 - 4/30/2021	489	14,045
Covid March 2020	5/1/2019 - 4/30/2020	994	21,118
Pre-Covid	5/1/2018 - 4/30/2019	1235	24,090
Pre-Covid	5/1/2017 - 4/30/2018	1375	21,838

DAE Finances

- Relies on contact hours

Federal Adult Basic Education (ABE) Funding Formula
- Enrollment
- Contact Hours

State Adult Basic Education (ABE) Funding Formula
- Census Count
- Contact Hours
- School District Limited English Proficiency Counts
- School District No-Diploma Counts

Federal and state funds cover all of our programming costs.

Duluth Public Schools

District funds cover our building and infrastructure costs. (Thank you!)

We are so excited for our new space at the DNT!

Through the design process, we worked closely with Bryan Brown and Chris Hogan, architect, to design an ideal space to support student success for adult students. (Approx. 6,800 sq. ft) This includes:

- **A welcoming and trauma-informed space**
  - Natural light, views of nature, clear sightlines, autonomy and choice, spaces that provide a sense of safety, respect, community, and dignity. Sources: Forbes Article and Architecture Article
- **Teaching and learning spaces to accommodate our current student population and growth**
  - GED and Diploma classroom
  - English Language (ELL/ESL) classroom
  - Core Skills classroom
  - Career Path classroom
  - Computer lab and student study area
  - 4 testing rooms for GED testing and additional tests administered
  - Student registration room for new students
  - Adequate office space and teacher work area
- **Adult Education as an integral part of the Duluth Public Schools Vision**
  - DAE helps create equity in our community by supporting adult students achieving academic and career goals

Current Growing Pains

We are outgrowing our current location for downtown programming at the Arvig Building (Approx. 4800 sq. ft):

- GED/Diploma teacher and Career teacher share a classroom
- ELL/ESL teacher and Core Skills teacher share a classroom
- Computer lab/multi-purpose room is used daily as a classroom
- Two testing rooms are often at capacity
- Copy machine/teacher work area repurposed for a small group room to accommodate registration, testing, and volunteer tutors
- Our staff room is lined with file cabinets to make room for the small group room
- Data management staff does not have an office and is located in front entry area which results in constant interruptions

And we have a phenomenal staff who put student needs above all else and work together to create a positive environment and experience, even when we are experiencing logistical challenges.

DAE Program Growth Summary

- From 2022/23 to 2023/24

St. Louis County Jail	+ 60%
Core Skills and Computer Skills	+ 50%
English Language Learners (ELL/ESL)	+ 25%
Registration and Distance Learning	+ 35%
Career Path	N/A
College Prep	- 15%
GED and Diploma	- 50%

St. Louis County Jail Program

Class Grants Includes Word: slcj

Student Contact and Proxy Hours

Year	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	Total
Year 2019/2020													
Year 2020/2021													
Year 2021/2022													
Year 2022/2023						38	52	48	99	87	58	69	**451**
Year 2023/2024	201	150	69	91	134	176	146	92	175	195	150	76	**1,655**

Approx. 60% increase

Core Skills and Computer Skills Program

Class Grants Includes Word: basic

Student Contact and Proxy Hours

Year	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	Total
Year 2019/2020													
Year 2020/2021													
Year 2021/2022													
Year 2022/2023					34	42	31	39	49	34	50	28	306
Year 2023/2024	73	62	23		64	89	82	43	88	98	104	77	802

Approx. 50% increase



English Language Learner Program (ELL/ESL)

Class Grants Includes Word: esl

Student Contact and Proxy Hours

Year	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	Total
Year 2019/2020													
Year 2020/2021													
Year 2021/2022													
Year 2022/2023					235	290	345	207	188	180	313	206	1,963
Year 2023/2024	332	208	83	8	292	379	411	246	376	314	244	2	2,892

Approx. 25% increase



Registration and Distance Learning Platforms (Other)

Class Grants Includes Word: other

Student Contact and Proxy Hours

Year	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	Total
Year 2019/2020													
Year 2020/2021													
Year 2021/2022													
Year 2022/2023				87	491	646	647	507	461	515	472	301	**4,125**
Year 2023/2024	451	190	235	106	1,011	999	1,048	445	905	747	642	45	**6,823**

Approx. 35% increase

Career Path Program

Class Grants Includes Word: career

Student Contact and Proxy Hours

Year	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	Total
Year 2019/2020													
Year 2020/2021													
Year 2021/2022													
Year 2022/2023				157	474	223	313	121	230	167	387	197	2,268
Year 2023/2024	14	37							281	24	154	191	699

N/A Impacted by grant cycle which ended June 2023

PARTNERS:

- CareerForce/City of Duluth
- SOAR Career Solutions
- Community Action Duluth
- Lake Superior College
- Fond du Lac Tribal and Community College
- Regional Online Career Collaborative (ROCC)



College Prep Program

Class Grants Includes Word: college

Student Contact and Proxy Hours

Year	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	Total
Year 2019/2020													
Year 2020/2021													
Year 2021/2022													
Year 2022/2023				444	773	778	698	328	362	358	216	252	4,208
Year 2023/2024	102	128	86	415	703	659	613	85	317	286	157	123	3,674

Approx. 15% decline

PARTNERS:

- Lake Superior College



GED and Diploma Program

Class Grants Includes Word: ged

Student Contact and Proxy Hours

Year	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	Total
Year 2019/2020	35	13	39		24	48	30	12	39	47	25	4	315
Year 2020/2021	21	21			8	14	15	7	9	21	46	39	199
Year 2021/2022	43	18	15		18	10	48	27	27	66	87	45	402
Year 2022/2023	43	44	35	12	138	128	116	55	68	88	154	124	1,004
Year 2023/2024	113	17	17	4	52	48	64	32	77	51	57	34	565

Approx. 50% decline

CURRENT PARTNERS

- CareerForce/City of Duluth
- Community Action Duluth
- Life House
- Lake Superior College
- Arrowhead Economic Opportunity Agency (AEOA)



Addressing the College Prep Program Decline

- Decline is, in part, due to the academic calendar.
- Adding online asynchronous classes Fall semester.
- Preparing for MN State changes in Developmental Education courses.

Addressing the GED/Diploma Program Decline

- Is it really that bad?

Probably not.

- Data includes only in person students. Considering many students have moved to distance learning options, where we have seen a 35% increase, the decline may not be as significant.

Additional contributing factors:

- GED or Diploma attainment largely follows economic trends. When it is easy to get a job without a high school diploma, people are less motivated to obtain a high school equivalency.
- Fall 2023 we hired a new GED teacher and they are learning the ropes of how to best work with our GED and diploma students.

Addressing the GED/Diploma Program Decline

- What are we doing to improve?

What we implemented this year:

- An ALC referral process when students age out
- Partnership with AEOA to offer online GED classes in the NE region of the state
- New partnerships: Life House
- Offering online synchronous classes
- Offering free GED Ready tests when students register
- Evening GED tutoring
- GED or Diploma Advising Outreach
- Community gathering events (e.g. student success celebrations)

What we will implement next year:

- Improve student tracking system
- Improve efficiency and efficacy of GED path including curriculum and new classes
- And more that is yet to be determined in collaboration with DAE teachers based on data and student experience over the summer

What we will explore for the future:

- Explore with jail administration if we can support GED and Diploma work with people who are currently incarcerated
- Satellite programs and partnerships

Addressing the GED/Diploma Program Decline

- Top priority to serve the Duluth community

Considering the graduation rates of students of color from our district, we know there are many individuals in our community who could benefit from earning a high school credential. Our priority will be to find out how to best serve individuals and communities of color.

Some starting points:

- Building relationships with communities of color
- Partnerships with organizations that serve communities of color
- Satellite sites
- Hiring people of color as tutors and teachers
- Outreach and marketing
- Getting feedback and listening to our students of color to learn how to best support them on a path to success

Graduation Data

DATE RANGE	# of students earning GEDs	# of students earning DIPLOMAS	Students of Color
5/1/2023 - 3/30/2024	9	21	37%
5/1/2022 - 4/30/2023	25	16	44%
5/1/2021 - 4/30/2022 (October 2021 Move)	6	9	27%
5/1/2020 - 4/30/2021 (Covid)	7	10	35%
5/1/2019 - 4/30/2020 (March 2020 Covid)	5	5	20%
5/1/2018 - 4/30/2019	18	3	43%
5/1/2017 - 4/30/2018	25	1	39%

676

Measurable Skill Gain (MSG) Data 2023-2024

STATE TARGET	All	White	American Indian/Alaska Native	Black or African American	Hispanic	Asian	Two or More Races
28%	35.7%	42.3%	43.5%	33.3%	28.6%	20%	16.7%

Student Supports - How is DAE supporting students?

- Free childcare
  - Through a partnership with the YMCA
- Free transportation
  - Over 1250 bus passes distributed
- Chromebook checkout
- New Wednesday evening opportunities
  - For registration, English language class, and GED tutoring
- Growing volunteer program
  - Increased from 2 volunteers to 19 in the last two years since beginning a volunteer program
- Creating community
  - Student Success Celebrations
  - Student Events

Student Success Celebration March 2024

.



“Thank you for being a big help to me and my fellow classmates and making learning fun and understanding. You change lives daily and deserve to be appreciated always for the work you do. Thank you for everything! “ - DAE Career Path Student

Policy Committee Meeting
Duluth Public Schools, ISD 709
Agenda
Tuesday, May 7, 2024
District Services Center
709 Portia Johnson Dr.
Duluth, MN 55811
3:30 PM

1. **AGENDA ITEMS**
2. **POLICIES FOR FIRST READING**
   - A. 902 Use of School District Facilities and Equipment (Deletion of 1130, 1130.1R, 1130.2R, 1130.3R, 1130.4R) 2
   - B. 205 Open Meetings and Closed Meetings 14
   - C. 207 Public Hearings 22
   - D. 211 Criminal or Civil Action Against School District, School Board Member, Employee, or Student 24
3. **POLICIES FOR SECOND READING**
   - A. 201 Legal Status of the School Board (Deletion of 8000, 8005, 8060, 9005, 9010, 9115, & 9090) 27
   - B. 203 Operation of the School Board - Governing Rules 44
   - C. 203.1 School Board Procedures; Rules of Order 47
   - D. 203.6 Consent Agendas 51
4. **POLICIES FOR REVIEW**
   - A. 209 Code of Ethics 53
   - B. 210 Conflict of Interest 56
   - C. 212 School Board Member Development and Travel Expense 59
   - D. 213 School Board Committees Bylaw 62
   - E. 214 Out of State Travel By School Board Members Bylaw 68
5. **REGULATIONS - Informational**
   - A. 902R Facility Use Guide 74
6. **OTHER**

902 USE OF SCHOOL DISTRICT FACILITIES AND EQUIPMENT

I. PURPOSE

The purpose of this policy is to provide guidelines for community use of school facilities and equipment.

II. GENERAL STATEMENT OF POLICY

The school board encourages maximum use of school facilities and equipment for community purposes if, in its judgment, that use will not interfere with use for school purposes.

III. SCHEDULED COMMUNITY EDUCATION CLASSES AND ACTIVITIES

A. The school district administration shall be charged with the process of scheduling rooms and special areas for community education classes and activities planned to be offered during each session.

B. Procedures for providing publicity, registration, and collection of fees shall be the responsibility of the school district administration.

C. Registration fees may be structured to include a pro-rata portion of costs for custodial services that may be needed.

IV. GENERAL COMMUNITY USE OF SCHOOL FACILITIES

A. The school board may authorize the use of school facilities by community groups or individuals. It may impose reasonable regulations and conditions upon the use of school facilities as it deems appropriate.

B. Requests for use of school facilities by community groups or individuals shall be made through the school district ~~administrative office~~ community education office. The ~~administration~~ district will present recommended procedures for the processing and review of requests to the school board. Upon approval by the school board, such procedures shall be an addendum to this policy.

C. The school board may require a rental fee for the use of school facilities. Such fee may include the cost of custodial, technician, and supervisory service if deemed necessary. This fee may also be reviewed and adjusted annually. It may also require a deposit or surety bond for the proper use and repair of damage to school facilities. A rental fee schedule, deposit or surety bond schedule, and payment procedure shall be presented for review and approval by the school board.

D. When emergencies or unusual circumstances arise that necessitate rescheduling the use of school facilities, every effort will be made to find acceptable alternative meeting space.

E. ISD 709 Group Classification and Priority List

a. Class I
   i. 709 District Groups
   ii. School sponsored Pre-K – 12 programs, classes, co-curricular activities, meetings
   iii. Community Education Programming*
   iv. Duluth Pre-School
   v. Early Childhood and Family Education
   vi. Professional Development
   vii. KeyZone – district affiliated after school programming
   viii. PTO/PTA groups
   ix. District affiliated athletic booster clubs

Class I users shall not be required to pay a permit fee or a facility use fee, but they may be required to reimburse the District for staff costs or other expenses directly attributable to the activity. ISD 709 Employees are not permitted to rent District space to conduct activities for their own private profit.

b. Class II - Subject to fees
   i. Non-profit, tax-exempt youth community groups and organizations with at least 70% ISD 709 resident participants.
   ii. Scout groups, 4-H, Duluth Community School Collaborative, Valley Youth Center
   iii. District Area Athletic Associations (serving youth aged 18 and under)
   iv. Groups sponsored by the City of Duluth, St. Louis County, State of Minnesota, or any federal government group.
   v. Non-profit, tax-exempt community groups related to political groups (caucuses, polling, or elections), but not to host events that charge admission or are fundraising in nature.
   vi. Duluth based colleges and universities.

c. Class III - Subject to fees
   i. Non-profit, tax-exempt groups and organizations within ISD 709 district boundaries that use school facilities for events to raise money and/or charge admission (youth athletic tournaments, fundraisers).
   ii. This does not include charging admission to cover direct activity expenses.
   iii. Other non-profit, tax-exempt organizations and businesses, as well as, residents, and neighborhood groups within ISD 709 district boundaries.
   iv. Duluth based private and charter schools, religious groups, and groups containing less than 70% ISD 709 serving resident participants.
   v. Non-Duluth based non-profits, schools, colleges and

universities, youth sport and athletic associations.

d. Class IV - Subject to fees
   i. Commercial and for-profit groups and individuals

V. USE OF SCHOOL EQUIPMENT

The administration will present a procedure to the school board for review and approval regarding the type of equipment that is available for community use, the extent to which it may be utilized, and the manner by which it may be scheduled for use and any charges to be made relating thereto. Upon approval of the school board, such procedure shall be an addendum to this policy.

VI. RULES FOR USE OF FACILITIES AND EQUIPMENT

The school board expects members of the community who use facilities and equipment to do so with respect for school district property and an understanding of proper use. Individuals and groups shall be responsible for damage to facilities and equipment. A certificate of insurance may be required by the school district to ensure payment for these damages and any liability for injuries. The district will determine the need for provided insurance based on risk assessment of the activity and size of permitted groups. Insured individuals, groups and/or organizations that are not ISD 709 school or district affiliated groups should provide proof of liability insurance and submit a Certificate of Insurance verifying liability insurance covering up to $1,000,000 prior to use of district facilities.

Legal References: Minn. Stat. § 123B.51 (Schoolhouses and Sites; Uses for School and Nonschool Purposes; Closings)

Cross References: MSBA/MASA Model Policy 801 (Equal Access to School Facilities)
MSBA/MASA Model Policy 901 (Community Education)

Replacing: Policies 1130, 1130.1R, 1130.2R, 1130.3R, 1130.4R
First Reading:
Second Reading:
Adopted:

1130 GENERAL USE OF SCHOOL FACILITIES

The School Board, being aware of the large capital investment the community has in school facilities, has determined that the community should receive maximum return for this investment. The introduction of the community education program has been made in pursuit of this objective. The policy is further extended to the use of school buildings and facilities by community groups in the promotion of school, civic, or social goals, at no charge, subject to the following conditions:

1. The requirements of the school program will receive priority in the assignment of school facilities.
2. School-related organizations, such as parent teacher student organizations and professional educational organizations will be given priority over non-related organizations.
3. The community education program will take precedence over non-educational programs.
4. Approved student groups will be given priority over adult groups.
5. Regular building custodial personnel are on duty and performing normal in-session activities.

School equipment may be used by non-school organizations or individuals. Removal of school equipment from buildings to which assigned, to be used for non-school purposes, is not authorized. Requests for equipment to be used shall be made when applying for building permit and noted thereon. A charge will be made for audio-visual equipment as listed in the auditorium fee schedule.

School facilities will be available for use on Saturdays, Sundays, or holidays. Any permits issued for buildings which are not staffed with custodial personnel at the time requested, will have a usage fee charged for said services. Any group utilizing school facilities must maintain proper and sufficient supervision of the group to ensure continuance of their permit authorization. The building principal and the Community Education Coordinator, in cooperation with the building engineer, will make final determination of adequacy of supervision. If supervision is determined to be inadequate by an agent of the School District, the use permit may be revoked.

Adopted: 06-09-1970 ISD 709
Revised: 09-26-1972
07-18-1978
08-10-1982
12-11-1984
06-20-1995 ISD 709

1130.1R USE OF SCHOOL FACILITIES INFORMATION - APPLICATION FOR USE OF SCHOOL BUILDING

Applications for use of buildings and grounds may be obtained at the facility being requested.

The application must be completed in full and must be signed by at least one adult supervisor and be submitted to the principal and Community Education Office for approval. Such application must be filed at least two days prior to the date requested and at least five days prior when overtime is involved.

Users of school facilities may be subject to rental fees as determined by the School Board and published in a separate fee schedule.

Meeting Place
Users must strictly adhere to rules prohibiting the overcrowding of rooms.
It will be necessary for all schools to schedule, in advance, the use of their buildings for all school activities to eliminate potential scheduling problems with outside agencies/groups desiring building usage. Schedules of school related events must be submitted to the Community Education office.

Regular Meetings and Hours
Applications should be made quarterly for use of rooms/facilities for regular meetings.

Activities
No charge shall be made to the following groups for use of schools on week nights during the school year: regular scouting activities, PTSAs, community clubs, adult community groups, and adult education. Permits will be allowed where there is no conflict with regular school activities. When extra custodial staffing or overtime is required, such costs shall be charged to the program or activity incurring such cost.

A request for use of a facility, unusual in either character or length of time, shall be submitted to the Superintendent or the Community Education Coordinator for consideration.

Approved: 06-26-1972 ISD 709
Revised: 07-18-1978
08-10-1982
12-11-1984
06-20-1995 ISD 709

1130.2R - USE OF SCHOOL FACILITIES

General Regulations

No group or organization may sublet use of a building/facility to any other group. Responsibility and liability for injury to persons or damage to School Board property shall be assumed by the organization or individual signing the application.

Any non-school group using the facilities or building and charging admission or requesting donations shall be subject to a rental fee. Any non-school adult group that pays a fee to another organization will be subject to a rental fee. Permits for use of buildings and facilities on Saturdays, Sundays, holidays and recess periods when school is not in session may be issued upon approval of the principal and Community Education Office. Maximum participation and utilization of buildings and facilities shall be made. Specific attendance requirements shall be determined for special areas such as gymnasiums, swimming pools, lunchrooms, and kitchen facilities.

When school is not in session during summer recess periods, all requests for building usage shall be processed by the Community Education Office, Central Administration Building. Groups originating outside the boundaries of the School District, requesting school facility usage, shall be charged a usage fee. Permit holders shall be responsible persons at least eighteen (18) years of age. Recreational leaders and instructors must be responsible and qualified individuals. No leader may place a substitute in charge of a group without securing approval from the principal and Community Education Coordinator.

Attendance shall be based upon the nature of the activity and the facilities used, as stated in the permit. Maximum utilization of school facilities shall be considered when granting a permit. Any group holding a blanket permit for use of school facilities that fails to appear for two (2) consecutive periods, may forfeit the remainder of the permit at the discretion of the principal and/or the Community Education Coordinator. A permit may be canceled by the principal and/or the Community Education Coordinator due to conduct, infractions of rules, or security procedures.

The custodian-engineer on duty shall supervise the operation of the physical plant and shall not be required to supervise groups or activities. Users will adhere to specific rules for use of special areas such as gymnasiums, swimming pools, kitchen and lunchroom facilities. Buildings shall be vacated by the time specified on the building permit. Activities must be concluded in time to provide clearance of the buildings by the time specified on building use permit or overtime charges will be incurred.

Flags, other than the United States and the State of Minnesota, cannot be displayed at any time on the school buildings or grounds or within the building except on special permission of the Superintendent of Schools. The United States flag should not be removed from any building, room or facility in which it is displayed.

The use of golf clubs, golf balls, and hard baseballs is limited to designated areas of school grounds and in school buildings. Permit holders are required to pay for necessary policing and for any damages to bleachers or grounds other than normal wear and tear as determined by the School Board. Use of school physical education equipment, athletic equipment, and supplies shall be permitted. Use of apparatus is permitted only when a qualified instructor is present.

Audio-visual equipment shall be operated only by individuals certified by the Media Services Department, such as audio-visual cadets.

Smoking is not permitted in school buildings or on school grounds.

In conformity with the Uniform Fire Code Article 26, Section 26.106, all decorations used in places of public assembly (classroom, auditoriums, etc.) shall be fireproof materials or sprayed with a fireproof solution. Approval for the use of any decorations shall be obtained from the building engineer prior to the use of and installation of said items.

Alcoholic beverages are not permitted on school premises. Gambling is not allowed on school property, except for the purpose of raffles as allowed within MN Statute 609.761 sub. 5, and guidelines set forth by the Duluth Public Schools. All raffles must be pre-approved by the Director of Business Services or his/her designee.

School Activities Conducted After the Close of the Regular School Day

The principal may reserve any part of a school building or grounds for school purposes. Permits shall be required but no limit to the number of meetings will be set for those activities considered part of regular school program. The facility or building must be open and the approval of the principal and the Community Education Office must be obtained. An activity supervisor must be present from the time of entry into the facility until the time of departure of the group. Permits for non-school activities will be processed on a quarterly basis.

Principals or designated employees of the School District are permitted to use the building without charge after school hours, Saturdays, and Sundays for committee, small group meetings, or School District sponsored co-curricular activities, such groups not to exceed fifteen (15) persons. Regular permit procedures shall apply. The principal or designated employee as identified on the permit shall be subject to the following conditions:

1. Principals or designated employees of the School District shall assume responsibility for securing of the building at the conclusion of such activity.
2. If the building is not secured properly and it is necessary to call an engineer back, the charges for the engineer shall be assessed to the department or individual assuming responsibility for opening the building.
3. Areas that have been used under this procedure shall be left in a condition that will accommodate the program designated for that location on the following day.

The engineer or a member of the maintenance staff need not be present. The use of the building will be entered on the Building Use Schedule. For groups larger than fifteen (15) persons, the regular permit procedure will apply.

Parent-Teacher-Student Association Meetings

Parent-Teacher-Student Associations and their subdivisions are required to obtain building use permits but shall not be required to pay a rental fee, unless a building is not staffed or overtime charges are incurred. It is recommended that PTSA meetings be scheduled when the building is staffed by the regular custodial staff.

Approved: 06-26-1972 ISD 709
Revised: 07-18-1978
08-10-1982
12-11-1984
06-20-1995
10-18-2005 ISD 709

1130.3R USE OF SPECIFIC AREAS - SWIMMING POOLS

Maximum number using pool facility is limited to fifty (50).

Any clean swimsuit (except wool) may be worn. Cut-offs, shirts, blouses and casual wear shorts are not permitted.

Participants shall provide their own towels. Mixed groups shall have a male and female adult supervisor in attendance.

Time allotment in the pool shall be limited to a maximum of one (1) hour. One-half (½) hour will be allowed for showering and dressing.

Permission for use of any foreign objects in the pool shall be granted only when necessary for training which leads to certification or for classes offered by the School District. Approval shall be obtained in advance from the principal and Community Education Coordinator.
The following rules shall be adhered to by all groups using pool facilities:

1. Take a hot soap shower, without suit, before and after swimming.
2. Use lavatories before swimming.
3. Remove bandages, plasters, tape, bobby pins, and gum before entering pool.
4. Enter and leave the water at lifeguard's request.
5. Avoid all forms of dangerous activities including running, pushing, "dunking," throwing objects, and hanging on diving board.
6. Remain out of the diving area while diving board is used.
7. Wait until others are out of the diving area before completing a dive.
8. Stay off diving board when occupied by another person. Take only one bounce when diving.
9. Swim straight out of diving area after completing a dive.
10. Report illness or injury to lifeguard or swimming instructor.
11. Stay in pool area suited to swimmer's ability or area designated by lifeguard or swimming instructor.
12. If assigned to a buddy, partner, or group, stay with the person or group until dismissed.
13. Persons with long hair are required to wear swim caps.
14. The use of gum, food, and drinks of any kind in the pool area is prohibited and shall be enforced by the lifeguard. The attendant will supervise the locker and shower areas for safety and cleanliness.
15. The lifeguard shall allow the use of approved equipment in the pool. Inner tubes and other inflated objects, towels, and metal objects are not permitted.
16. The lifeguard shall not allow more than fifty (50) swimmers in the swimming pool.
17. There shall be one lifeguard for every twenty-five (25) swimmers.
18. The lifeguard will allow the use of diving bricks, rings, flutter boards, and swimming fins as part of the regular instruction. Goggles, aqua lungs, skin diving equipment and snorkels shall be used only when qualified instructors are present and preliminary approval granted.
19. A first-aid kit shall be available for preliminary first aid.
20. Feats of daring, exhibition, rowdiness, and spouting of water are prohibited.

Telephones in pool areas are provided for EMERGENCY use only.

Group or individuals using the pool and/or gym are responsible for their own valuables.

Duties and Responsibilities of Lifeguard and/or Attendant

The lifeguard shall be dressed appropriately for swimming with official insignia on suit for identification.

The lifeguard, while on duty, shall not give swimming instructions.

The lifeguard, while on duty, shall not go into the water except to perform a rescue operation.

The lifeguard, while on duty, shall be responsible for the safety of the swimmers and shall never leave the pool area. An attendant shall collect fees, inspect swimmers, and take roll, when necessary. In an emergency all participants shall get out of the water and follow lifeguard's instructions.

During swimming time, the lifeguard or instructor shall be so located that he/she has an unobstructed view of the entire pool area.

The lifeguard shall check the lifesaving equipment periodically to determine if it is serviceable, properly racked, and placed in pool area.

The lifeguard shall check pool area and diving board for safe conditions before allowing swimmers into pool area.

The attendant shall require all swimmers to report to lifeguard or instructor before entering pool area. Swimmers are subject to any rules and regulations deemed necessary for the good and safety of all.

The lifeguard or attendant shall make foot checks periodically.

The lifeguard and attendant shall enforce rules of cleanliness, sanitation, safety, and conduct.

The lifeguard shall see that lifesaving equipment is not used for play purposes.

The lifeguard shall see that the exits are not locked when swimmers are using dressing and shower facilities and/or swimming pool.

The lifeguard shall see that a telephone or signaling device is available for the lifeguard or instructor to summon help in cases of emergency.

Kitchen and Cafeteria Facilities

The principal and Community Education Coordinator will grant permission for the use of cafeterias. The organization/individual will pay for any damages. All machinery and technical equipment shall be operated by regular food service employees at the expense of the organization.

Child Nutrition personnel employed by the renting organization shall be reimbursed at a rate of pay determined by the School Board.

Banquets or special dinners may be served in the school cafeterias for school-related functions. The cost of these services shall be paid by the group using said facilities.

All federal, state, and St. Louis County Health Department rules and regulations governing food service shall be adhered to.

The permit holder shall comply with the following restrictions:

1. No home canned products including vegetables, meat, poultry, fish or shellfish, or homemade sausage shall be sold or served.
2. None of the following potentially hazardous food shall be prepared in private homes and brought into school buildings for consumption:
   a. Casseroles containing meat, fish or poultry.
   b. Baked ham, roasted poultry, roasted pork.
   c. Salads and sandwiches containing meat, fish, poultry or eggs.
   d. Milk-based cream pies, including banana cream, Boston cream, butterscotch, chocolate, coconut cream or other milk-based mixtures. e. Custard-filled pastries including éclairs and cream puffs or other custard filled products.
3. Dishes and silverware of the cafeteria may be used. However, it shall be the responsibility of the organization, under the direction of the food service personnel, to return, clean, and store items in the same manner as before usage.

Regular School Libraries

School libraries are geared to school curriculum and not general public use. Should a community feel it important to open a local school library, the following usage procedure is required:

1. A request for library facility usage shall be filed with the principal and Community Education Coordinator and coordinated with the school librarian.
2. A trained person shall be on duty at all times.
3. Any person checking materials out of the library shall be identified by name, address telephone number.
4. Any individual, group, or organization shall be responsible for replacing any materials lost, damaged or destroyed during use of the library facility.

School Grounds and Athletic Fields

Application for the use of playgrounds and athletic fields shall be made in the same manner as for the use of buildings and facilities.

The applicant shall provide police and/or fire supervision for those activities where it is deemed necessary by the Community Education Coordinator.

There will be no charge for the use of elementary and secondary school grounds.
Rental charges for the use of Public Schools Stadium shall be determined by the School Board.

Professional contests shall not be played on school athletic fields or playgrounds without School Board approval.

~~Industrial Arts Facilities~~
~~The industrial arts teacher shall be responsible for all equipment in an industrial arts facility.~~

~~Programs using industrial arts facilities shall be approved by the Community Education Office.~~

~~Gymnasiums~~

~~Gymnasiums may be used by organizations for recreation and instruction purposes. 1. No instructor, member of a gymnasium class, or visitor shall be permitted on the playing portion of the floor wearing street shoes.~~

~~2. Each leader shall use reasonable caution to see that snow, water, or dirt are removed from shoes before admittance to the gymnasium.~~

~~3. Each leader shall be held responsible for enforcement of all safety and security regulations.~~

~~4. Each leader shall conduct only those gymnasium activities that are meaningful and within the physical capabilities of the students/adults expected to perform them.~~

~~5. Use of School District owned physical education and athletic equipment and supplies will be permitted if authorized by the principal or Community Education Coordinator.~~

~~6. Use of physical education apparatus is permitted only when a leader competent to instruct in its use is present and use has prior approval of the principal or Community Education Coordinator.~~

~~Approved: 06-26-1972 ISD 709~~
~~Revised: 07-18-1978~~
~~08-10-1982~~
~~12-11-1984~~
~~06-20-1995 ISD 709~~

1130.4R USE OF SCHOOL FACILITIES - CUSTODIAL CHARGES

Whenever extra custodial costs are generated by programs taking place in the schools, such costs shall be billed to the department involved. The following classifications designate specific departmental codes to be charged for various activities requiring extra staff. Building permits for activities requiring extra custodial staffing which are not related to the regular school program shall receive final approval from the Community Education Office. Custodial costs for activities not part of the regular K-12 program shall be billed to Community Education.

The groups listed below will pay a facility usage fee only when it is necessary to add extra staff or overtime is incurred during evening, weekend, and holiday hours. If a group charges admission or requests donations for any activity, they shall be charged a usage fee. Approval for usage and fee assessments shall be determined by the Community Education Office. Such groups include:

Churches	Community Clubs	PTA/PTSA Activities
Caucuses	Dance Studios	Scouting Activities
City Council	Elections	YMCA
Civil Service Board	Hockey Programs	Youth Basketball
Commercial Use	Political Conventions	YWCA
Community Adult Activities	Pow Wows	

Operations

The cost of extra custodial staffing will be charged to the building operations for school sponsored programs and school related activities with the approval of the principal.

Basketball Games	Inservice	School Activities
Dances	Lock In Elementary	Speech Meets
High School Footbal	Plays	Swim Teams

Summer School

Custodial staff costs for the summer school gym and swim program will be charged to the summer school budget.

Child Nutrition

The Child Nutrition Department shall pay its proportionate share of custodial staff costs.

Approved: 06-26-72 ISD 709
Revised: 07-18-78
08-10-82
12-11-84
06-20-95 ISD 709

205 OPEN MEETINGS AND CLOSED MEETINGS

[Note: The provisions of this policy accurately reflect Minnesota's Open Meeting Law statutes and are not discretionary in nature.]

I. PURPOSE

A. The school board embraces accountability and transparency in the conduct of its business, in the belief that openness produces better programs, more efficient administration of programs, and an organization more responsive to public interest and less susceptible to private interest. The school board shall conduct its business under a presumption of openness. At the same time, the school board recognizes and respects the privacy rights of individuals as provided by law. The school board also recognizes that there are certain exceptions to the Minnesota Open Meeting Law as recognized in statute where it has been determined that, in limited circumstances, the public interest is best served by closing a meeting of the school board.

B. The purpose of this policy is to provide guidelines to assure the rights of the public to be present at school board meetings, while also protecting an individual's rights to privacy under law, and to close meetings when the public interest so requires as recognized by law.

II. GENERAL STATEMENT OF POLICY

A. Except as otherwise expressly provided by statute, all meetings of the school board, including executive sessions, shall be open to the public.

B. Meetings shall be closed only when expressly authorized by law.

III. DEFINITION

"Meeting" means a gathering of at least a quorum of school board members or quorum of a committee or subcommittee of school board members, at which members discuss, decide, or receive information as a group on issues relating to the official business of the school board. The term does not include a chance or social gathering or the use of social media by members of a public body so long as the social media use is limited to exchanges with all members of the general public. For purposes of the Open Meeting Law, social media does not include e-mail.

IV. PROCEDURES

A. Meetings

1. Regular Meetings

A schedule of the regular meetings of the school board shall be kept on file at the school district office. If the school board decides to hold a regular meeting at a time or place different from the time or place stated in its regular meeting schedule, it shall give the same notice of the meeting as for a special meeting.

2. Special Meetings

a. For a special meeting, the school board shall post written notice of the date, time, place, and purpose of the meeting on the principal bulletin board of the school district or on the door of the school board's usual meeting room if there is no principal bulletin board. The school board's actions at the special meeting are limited to those topics included in the notice.

b. The notice shall also be mailed or otherwise delivered to each person who has filed a written request for notice of special meetings. This notice shall be posted and mailed or delivered at least three days before the date of the meeting.

c. As an alternative to mailing or otherwise delivering notice to persons who have filed a written request, the school board may publish the notice once, at least three days before the meeting, in the official newspaper of the school district or, if none, in a qualified newspaper of general circulation within the area of the school district.

d. A person filing a request for notice of special meetings may limit the request to particular subjects, in which case the school board is required to send notice to that person only concerning those particular subjects.

e. The school board will establish an expiration date on requests for notice of special meetings and require refiling once each year. Not more than sixty (60) days before the expiration date of request for notice, the school board shall send notice of the refiling requirement to each person who filed during the preceding year.

3. Emergency Meetings

a. An emergency meeting is a special meeting called because of circumstances that, in the school board's judgment, require immediate consideration.

[Note: While the statute leaves the question to the board of whether the circumstances require immediate consideration at an emergency meeting, advisory opinions of the Minnesota Commissioner of Administration would limit such meetings to responding to natural disasters or health epidemics caused by an event such as an accident or terrorist attack.]

b. If matters not directly related to the emergency are discussed or acted upon, the minutes of the meeting shall include a specific description of those matters.

c. The school board shall make good faith efforts to provide notice of the emergency meeting to each news medium that has filed a written request for notice if the request includes the news medium's telephone number.

d. Notice of the emergency meeting shall be given by telephone or any other method used to notify the members of the school board.

e. Notice shall be provided to each news medium which has filed a written request for notice as soon as reasonably practicable after notice has been given to the school board members.

f. Notice shall include the subject of the meeting.

g. Posted or published notice of an emergency meeting shall not be required.

h. The notice requirements for an emergency meeting as set forth in this policy shall supersede any other statutory notice requirement for a special meeting that is an emergency meeting.

4. Recessed or Continued Meetings

If a meeting is a recessed or continued session of a previous meeting, and the time and place of the meeting was established during the previous meeting and recorded in the minutes of that meeting, then no further published or mailed notice is necessary.

5. Closed Meetings

The notice requirements of the Minnesota Open Meeting Law apply to closed meetings.

6. Actual Notice

If a person receives actual notice of a meeting of the school board at least twenty-four (24) hours before the meeting, all notice requirements are satisfied with respect to that person, regardless of the method of receipt of notice.

7. Meetings during Pandemic or Chapter 12 Emergency

In the event of a health pandemic or an emergency declared under Minnesota Statutes chapter 12, a meeting may be conducted by telephone or interactive technology in compliance with Minnesota Statutes section 13D.021.

8. Meetings by Interactive Technology

A meeting may be conducted by interactive technology, Zoom, Skype, or other similar electronic means in compliance with Minnesota Statutes section 13D.02.

B. Votes

The votes of school board members shall be recorded in a journal or minutes kept for that purpose. The journal or any minutes used to record votes of a meeting must be open to the public during all normal business hours at the school district's administrative offices.

C. Written Materials

1. In any open meeting, a copy of any printed materials, including electronic communications, relating to the agenda items of the meeting prepared or distributed by or at the direction of the school board or its employees and distributed to or available to all school board members shall be available in the meeting room for inspection by the public while the school board considers their subject matter.

2. This provision does not apply to materials not classified by law as public, or to

materials relating to the agenda items of a closed meeting.

D. Open Meetings and Data

1. Meetings may not be closed to discuss data that are not public data, except as provided under Minnesota law.

2. Data that are not public data may be discussed at an open meeting if the disclosure relates to a matter within the scope of the school board's authority and is reasonably necessary to conduct the business or agenda item before the school board.

3. Data discussed at an open meeting retain the data's original classification; however, a record of the meeting, regardless of form, shall be public.

E. Closed Meetings

1. Labor Negotiations Strategy

a. The school board may, by a majority vote in a public meeting, decide to hold a closed meeting to consider strategy for labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals, conducted pursuant to Minnesota's Public Employment Labor Relations Act (PELRA)

b. The time and place of the closed meeting shall be announced at the public meeting. A written roll of school board members and all other persons present at the closed meeting shall be made available to the public after the closed meeting. The proceedings of a closed meeting to discuss negotiation strategies shall be tape recorded, and the tape recording shall be preserved for two years after the contract discussed at the meeting is signed. The recording shall be made available to the public after all labor contracts are signed by the school board for the current budget period.

2. Sessions Closed by Bureau of Mediation Services

All negotiations, mediation meetings, and hearings between the school board and its employees or their respective representatives are public meetings. Mediation meetings may be closed only by the Commissioner of the Bureau of Mediation Services (BMS). The use of recording devices, stenographic records, or other recording methods is prohibited in mediation meetings closed by the BMS.

3. Preliminary Consideration of Allegations or Charges

The school board shall close one or more meetings for preliminary consideration of allegations or charges against an individual subject to its authority. If the school board members conclude that discipline of any nature may be warranted as a result of those specific charges or allegations, further meetings or hearings relating to those specific charges or allegations held after that conclusion is reached must be open. A meeting must also be open at the request of the individual who is the subject of the meeting. A closed meeting for this purpose must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

4. Performance Evaluations

The school board may close a meeting to evaluate the performance of an individual who is subject to its authority. The school board shall identify the individual to be evaluated prior to closing a meeting. At its next open meeting, the school board shall summarize its conclusions regarding the evaluation. A meeting must be open at the request of the individual who is the subject of the meeting. A closed meeting for this purpose must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

5. Attorney-Client Privilege Meeting

A meeting may be closed if permitted by the attorney-client privilege. Attorney-client privilege applies when litigation is imminent or threatened, or when the school board needs advice above the level of general legal advice, for example, regarding specific acts and their legal consequences. A meeting may be closed to seek legal advice concerning litigation strategy, but the mere threat that litigation might be a consequence of deciding a matter one way or another does not, by itself, justify closing the meeting. The motion to close the meeting must specifically describe the matter to be discussed at the closed meeting, subject to relevant privacy and confidentiality considerations under state and federal law. The law does not require that such a meeting be recorded.

6. Dismissal Hearing

a. A hearing on dismissal of a licensed teacher shall be public or private at the teacher's discretion. A hearing regarding placement of teachers on unrequested leave of absence shall be public.

b. A hearing on dismissal of a student pursuant to the Pupil Fair Dismissal Act shall be closed unless the pupil, parent, or guardian requests an open hearing.

c. To the extent a teacher or student dismissal hearing is held before the school board and is closed, the closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

7. Coaches; Opportunity to Respond

a. If the school board has declined to renew the coaching contract of a licensed or nonlicensed head varsity coach, it must notify the coach within fourteen (14) days of that decision.

b. If the coach requests the reasons for the nonrenewal, the school board must give the coach its reasons in writing within ten (10) days of receiving the request. The existence of parent complaints must not be the sole reason for the school board not to renew a coaching contract.

c. On the request of the coach, the school board must provide the coach with a reasonable opportunity to respond to the reasons at a school board meeting.

d. The meeting may be open or closed at the election of the coach unless the meeting is closed as required by Minnesota Statutes section

13D.05 to discuss educational or certain other nonpublic data.

e. A meeting closed for this purpose must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

8. Meetings to Discuss Certain Not Public Data

a. Any portion of a meeting must be closed if the following types of data are discussed:

(1) data that would identify alleged victims or reporters of criminal sexual conduct, domestic abuse, or maltreatment of minors or vulnerable adults;

(2) active investigative data collected or created by a law enforcement agency;

(3) educational data, health data, medical data, welfare data, or mental health data that are not public data; or

(4) an individual's personal medical records.

b. A closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

9. Purchase and Sale of Property

a. The school board may close a meeting:

(1) to determine the asking price for real or personal property to be sold by the school district;

(2) to review confidential or nonpublic appraisal data; and

(3) to develop or consider offers or counteroffers for the purchase or sale of real or personal property.

b. Before closing the meeting, the school board must identify on the record the particular real or personal property that is the subject of the closed meeting.

c. The closed meeting must be tape recorded at the expense of the school district. The tape must be preserved for eight years after the date of the meeting and be made available to the public after all real or personal property discussed at the meeting has been purchased or sold or the school board has abandoned the purchase or sale. The real or personal property that is the subject of the closed meeting must be specifically identified on the tape. A list of school board members and all other persons present at the closed meeting must be made available to the public after the closed meeting.

d. An agreement reached that is based on an offer considered at a closed meeting is contingent on its approval by the school board at an open

meeting. The actual purchase or sale must be approved at an open meeting and the purchase price or sale price is public data.

10. Security Matters

a. The school board may close a meeting to receive security briefings and reports, to discuss issues related to security systems, to discuss emergency response procedures, and to discuss security deficiencies in or recommendations regarding public services, infrastructure, and facilities, if disclosure of the information discussed would pose a danger to public safety or compromise security procedures or responses.

b. Financial issues related to security matters must be discussed and all related financial decisions must be made at an open meeting.

c. Before closing a meeting, the school board must refer to the facilities, systems, procedures, services, or infrastructures to be considered during the closed meeting.

d. The closed meeting must be tape recorded at the expense of the school district and the recording must be preserved for at least four years.

11. Other Meetings

Other meetings shall be closed as provided by law, except as provided above. A closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

F. Procedures for Closing a Meeting

The school board shall provide notice of a closed meeting just as for an open meeting. A school board meeting may be closed only after a majority vote at a public meeting. Before closing a meeting, the school board shall state on the record the specific authority permitting the meeting to be closed and shall describe the subject to be discussed.

Legal References:
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. Ch. 13D (Open Meeting Law)
Minn. Stat. § 121A.47, Subd. 5 (Exclusion and Expulsion Procedures)
Minn. Stat. § 122A.33, Subd. 3 (License and Degree Exemption for Head Coach)
Minn. Stat. § 122A.40, Subd. 14 (Employment; Contracts; Termination)
Minn. Stat. § 179A.14, Subd. 3 (Negotiation Procedures)
Minn. Rules Part 5510.2810 (Petition for Mediation)
Brown v. Cannon Falls Township, 723 N.W.2d 31 (Minn. App. 2006)
Brainerd Daily Dispatch v. Dehen, 693 N.W.2d 435 (Minn. App. 2005)
The Free Press v. County of Blue Earth, 677 N.W.2d 471 (Minn. App. 2004)
Prior Lake American v. Mader, 642 N.W.2d 729 (Minn. 2002)
Star Tribune v. Board of Education, Special School District No. 1, 507 N.W.2d 869 (Minn. App. 1993)
Minnesota Daily v. University of Minnesota, 432 N.W.2d 189 (Minn. App. 1988)
Moberg v. Independent School District No. 281, 336 N.W.2d 510 (Minn. 1983)
Sovereign v. Dunn, 498 N.W.2d 62 (Minn. App. 1993), *rev. denied*. (Minn. 1993)

Dept. of Admin. Advisory Op. No. 21-003 (April 19, 2021)
Dept. of Admin. Advisory Op. No. 21-002 (January 13, 2021)
Dept. of Admin. Advisory Op. No. 19-012 (October 24, 2019)
Dept. of Admin. Advisory Op. No. 19-008 (May 22, 2019)
Dept. of Admin. Advisory Op. No. 19-006 (April 9, 2019)
Dept. of Admin. Advisory Op. No. 18-019 (December 28, 2018)
Dept. of Admin. Advisory Op. No. 17-005 (June 22, 2017)
Dept. of Admin. Advisory Op. No. 13-009 (March 19, 2013)
Dept. of Admin. Advisory Op. No. 12-004 (March 8, 2012)
Dept. of Admin. Advisory Op. No. 11-004 (April 18, 2011)
Dept. of Admin. Advisory Op. No. 10-020 (September 23, 2010)
Dept. of Admin. Advisory Op. No. 09-020 (September 8, 2009)
Dept. of Admin. Advisory Op. No. 08-015 (July 9, 2008)
Dept. of Admin. Advisory Op. No. 06-027 (September 28, 2006)
Dept. of Admin. Advisory Op. No. 04-004 (February 3, 2004)

Cross References: MSBA/MASA Model Policy 204 (School Board Meeting Minutes)
MSBA/MASA Model Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)
MSBA/MASA Model Policy 207 (Public Hearings)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA Law Bulletin "C" (Minnesota's Open Meeting Law)

First Reading:
Second Reading:
Adopted:

*Adopted:*_____ *MSBA/MASA Model Policy 207*
Orig. 1995
*Revised:*_____ *Rev. 2022*

207 PUBLIC HEARINGS

I. PURPOSE

The school board recognizes the importance of obtaining public input on matters properly before the school board during a public hearing. The purpose of this policy is to establish procedures to efficiently receive public input.

II. GENERAL STATEMENT OF POLICY

For the school board to efficiently receive public input on matters properly before the school board, the school board establishes the procedures set forth in this policy are established.

III. PROCEDURES

A. Public Hearings

Public hearings are required by law concerning certain issues, including but not limited to, school closings (Minnesota Statutes section 123B.51), education district establishment (Minnesota Statutes section 123A.15), and agreements for secondary education (Minnesota Statutes section 123A.30). Additionally, other public hearings may be held by the school board on school district matters at the school board's discretion

B. Notice of Public Hearings

Public notice of a public hearing required by law shall be given as provided by the enabling legislation. Public notice of other hearings shall be given in the manner required for a regular meeting if held in conjunction with a regular meeting, in the manner required for a special meeting if held in conjunction with a special meeting, or as otherwise determined by the school board.

C. Public Participation

The school board retains the right to require that those in attendance at a public hearing indicate their desire to address the school board and complete and file with the clerk of the school board an appropriate request card prior to commencement of the hearing if the school board utilizes this procedure. In that case, any request to address the school board after the commencement of the hearing will be granted only at the school board's discretion.

1. Format of Request: If required by the school board, a written request of an individual or a group to address the school board shall contain the name and address of the person or group seeking to address the school board. It shall also contain the name of the group represented, if any, and a brief statement of the subject to be covered or the issue to be addressed.

2. Time Limitation: The school board retains the discretion to limit the time for each presentation as needs dictate.

3. Groups: The school board retains the discretion to require that any group of persons who desire to address the school board designate one representative

or spokesperson. If the school board requires designation of a representative or spokesperson, no other person in the group will be recognized to address the school board, except as the school board otherwise determines.

4. Privilege to Speak: A school board member should direct remarks or questions through the chair. Only those speakers recognized by the chair will be allowed to speak. Comments by others are out of order. Individuals who interfere with or interrupt speakers, the school board, or the proceedings may be directed to leave.

5. Personal Attacks: Personal attacks by anyone addressing the school board are unacceptable. Persistence in such remarks by an individual shall terminate that person's privilege to address the school board.

6. Limitations on Participation: Depending upon the number of persons in attendance seeking to be heard, the school board reserves the right to impose such other limitations and restrictions as necessary to provide an orderly, efficient, and fair opportunity to be heard.

Legal References: Minn. Stat. § 123A.15 (Establishing Education Districts)
Minn. Stat. § 123A.30 (Agreements for Secondary Education)
Minn. Stat. § 123B.51 (School Closings)

Cross References: MSBA/MASA Model Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)

First Reading:
Second Reading:
Adopted:

*Adopted:*_____ *MSBA/MASA Model Policy 211*
Orig. 1995
*Revised:*_____ *Rev. 2022*

211 CRIMINAL OR CIVIL ACTION AGAINST SCHOOL DISTRICT, SCHOOL BOARD MEMBER, EMPLOYEE, OR STUDENT

I. PURPOSE

The purpose of this policy is to provide guidance about the school district's position, rights, and responsibilities when a civil or criminal action is pending against the school district, or a school board member, school district employee, or student.

II. GENERAL STATEMENT OF POLICY

A. The school district recognizes that, when civil or criminal actions are pending against a school board member, school district employee, or student, the school district may be requested or required to take action.

B. In responding to such requests and/or requirements, the school district will take such measures as are appropriate to its primary mission of providing for the education of students in an environment that is safe for staff and students and is conducive to learning.

C. The school district acknowledges its statutory obligations with respect to providing assistance to school board members and teachers who are sued in connection with performance of school district duties. Collective bargaining agreements and school district policies may also apply.

III. CIVIL ACTIONS

A. Pursuant to Minnesota Statutes section 466.07, subdivision 1, the school district shall defend and indemnify any school board member or school district employee for damages in school-related litigation, including punitive damages, claimed or levied against the school board member or employee, provided that the school board member or employee was acting in the performance of the duties of the position and was not guilty of malfeasance, willful neglect of duty, or bad faith.

B. Pursuant to Minnesota Statutes section 123B.25(b), with respect to teachers employed by the school district, upon written request of the teacher involved, the school district must provide legal counsel for any school teacher against whom a claim is made or action is brought for recovery of damages in any tort action involving physical injury to any person or property or for wrongful death arising out of or in connection with the employment of the teacher with the school district. The school district will choose legal counsel after consultation with the teacher.

C. Data Practices

Educational data and personnel data maintained by the school district may be sought as evidence in a civil proceeding. The school district will release the data only pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13 and to the Family Educational Rights and Privacy Act, 20 United States Code section 1232g, and related regulations. When an employee is subpoenaed and is expected to testify regarding educational data or personnel data, the employee will inform the building administrator or designated supervisor, who shall immediately inform the superintendent or designee. No school board member or employee may

release data without consultation in advance with the school district official designated as the responsible authority for the collection, use, and dissemination of data.

D. Service of Subpoenas

School district officers and employees will normally not be involved in providing service of process for third parties in the school setting.

E. Leave to Testify

Leave for employees appearing in court, either when sued or under subpoena to testify, will be considered in accordance with school district personnel policies and applicable collective bargaining agreements.

IV. CRIMINAL CHARGES OR CONDUCT

A. Employees

1. The school district expects that its employees serve as positive role models for students. As role models for students, employees have a duty to conduct themselves in an exemplary manner.

2. If the school district receives information relating to activities of a criminal nature by an employee, the school district will investigate and take appropriate disciplinary action, which may include discharge, subject to school district policies, statutes, and provisions of applicable collective bargaining agreements.

3. Pursuant to Minnesota Statutes section 123B.02, subdivision 20, if reimbursement for a criminal defense is requested by a school district employee, the school board may, after consulting with its legal counsel, reimburse the employee for any costs and reasonable attorney fees incurred by the employee to defend criminal charges brought against the employee arising out of the performance of duties for the school district. The decision whether to reimburse shall be made in the school board's discretion. A school board member who is a witness or an alleged victim in the case may not vote on the reimbursement. If a quorum of the school board is disqualified from voting on the reimbursement, the reimbursement must be approved by a judge of the district court.

B. Students

The school district has an interest in maintaining a safe and healthful environment and in preventing disruption of the educational process. To promote that interest, the school district will take appropriate action regarding students convicted of crimes that relate to the school environment.

C. Criminal Investigations

1. The policy of the school district is to cooperate with law enforcement officials. The school district will make all efforts, however, to encourage law enforcement officials to question students and employees outside of school hours and off school premises unless extenuating circumstances exist, the matter being investigated is school-related, or as otherwise provided by law.

2. If questioning at school is unavoidable, the school district will attempt to maintain confidentiality to avoid embarrassment to students and employees and to avoid disruption of the educational program. The school district will

attempt to notify parents of a student under age 18 that police will be questioning their child. Normally, the superintendent, principal, or other appropriate school official will be present during the interview, except as otherwise required by law (Minnesota Statutes section 260E.22), or as otherwise determined in consultation with the parent or guardian.

D. Data Practices

The school district will release to juvenile justice and law enforcement authorities educational and personnel data only in accordance with Minnesota Statutes chapter 13 (Minnesota Government Data Practices Act) and 20 United States Code section 1232g (FERPA).

V. STATEMENTS WHEN LITIGATION IS PENDING

The school district recognizes that when a civil or criminal action is commenced or pending, parties to the lawsuit have particular duties in reference to persons involved or named in the lawsuit, as well as insurance carrier(s). Therefore, school board members or school district employees shall make or release statements in that situation only in consultation with legal counsel.

Legal References:
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 123B.02, Subd. 20 (Legal Counsel; Reimbursement)
Minn. Stat. § 123B.25(b) (Legal Actions Against Districts and Teachers)
Minn. Stat. § 260E.22 (Interviews)
Minn. Stat. § 466.07, Subd. 1 (Indemnification)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
42 U.S.C. § 1983 (Civil Action for Deprivation of Rights)
Minn. Op. Atty. Gen. 169 (Mar. 7, 1963)
Minn. Op. Atty. Gen. 169 (Nov. 3, 1943)
Dypress v. School Committee of Boston, 446 N.E.2d 1099 (Mass. App. Ct. 1983)
Wood v. Strickland, 420 U.S. 308(1975)

Cross References:
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 408 (Subpoena of a School District Employee)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

First Reading:
Second Reading:
Adopted:

201 LEGAL STATUS OF THE SCHOOL BOARD

I. PURPOSE

The care, management, and control of the schools is vested by statutory and constitutional authority in the school board. The school board shall carry out the mission of the school district with diligence, prudence, and dedication to the ideals of providing the finest public education. The purpose of this policy is to define the authority, duties, and powers of the school board in carrying out its mission.

II. GENERAL STATEMENT OF POLICY

A. The school board is the governing body of the school district. As such, the school board has responsibility for the care, management, and control over public schools in the school district.

B. Generally, elected members of the school board have binding authority only when acting as a school board legally in session, except where specific authority is provided to school board members or officers individually. Generally, the school board is not bound by an action or statement on the part of an individual school board member unless the action is specifically directed or authorized by the school board.

III. DEFINITION

"School board" means the governing body of the school district.

IV. ORGANIZATION AND MEMBERSHIP

A. The membership of the school board consists of seven elected members.

B. There may be other ex officio members of the school board as provided by law. The superintendent is an ex officio member.

C. A majority of voting members constitutes a quorum. The act of the majority of a quorum is the act of the school board.

V. ELECTIONS

A. Qualified voters of Duluth Public Schools shall elect members of the school board. Elections shall be held in accordance with prevailing law.

B. School Board general elections shall be held during the odd numbered years, on the first Tuesday after the first Monday in November. One election cycle shall elect four seats which include two at-large and one from School Board District 1 and one from School Board District 4. The following cycle shall elect three seats which includes one at-large and one from School Board District 2 and one from School Board District 3.

C. Any vacancy on the school board will be filled by the school board as required by state statute.

VI. TERMS OF OFFICE

A. Each elected school board member's term of office shall be four years.

B. Terms of office-shall begin/expire on the first Monday in January following the school board election. The clerk of the school board shall maintain a public record of terms of office for each school board member.

~~V~~VII. POWERS AND DUTIES

A. The school board has powers and duties specified by statute. The school board's authority includes implied powers in addition to specific powers granted by the legislature.

B. The school board exercises administrative functions. It also has certain powers of a legislative character and other powers of a quasi-judicial character.

C. The school board shall superintend and manage the schools of the school district; adopt rules for their organization, government, and instruction; prescribe textbooks and courses of study; and make and authorize contracts.

D. The school board shall have the general charge of the business of the school district, its facilities and property, and of the interest of the schools.

E. The school board, among other duties, shall perform the following in accordance with applicable law:

1. meet in regularly and specially called meetings and study sessions to consider and act on matters presented to theschool board as legitimate concerns of the staff or residents of Duluth Public Schools;

2. oversee the management of the school district by employing a superintendent who is directly accountable to the school board and serves as chief executive officer of the school system;

3. annually evaluate the performance of the superintendent;

4. establish policies for the operation of the school district that comply with federal and state laws'

5. approve the annual budget before the end of the current fiscal year.

~~1~~6. provide by levy of tax, necessary funds for the conduct of schools, the payment of indebtedness, and all proper expenses of the school district;

~~2~~7. conduct the business of the schools and pay indebtedness and proper expenses;

~~3~~8. employ and contract with necessary qualified teachers and discharge the same for cause;

~~4~~9. provide services to promote the health of its pupils;

~~5~~10. provide school buildings and erect needed buildings;

~~6~~11. purchase, sell, and exchange school district property and equipment as deemed necessary by the school board for school purposes;

~~7~~12. provide for payment of claims against the school district, and prosecute and defend actions by or against the school district, in all proper cases;

~~8~~13. employ and discharge necessary employees and contract for other services;

~~9~~14. provide for transportation of pupils to and from school, as governed by statute; and

~~10~~15. procure insurance against liability of the school district, its officers, and employees;

16. promote community engagement through communication with the public by providing information to and seeking input from stakeholders;

17. represent the school board and Duluth Public Schools as delegates or representatives on various committees and commissions as determined by the whole school board with final determination by the Chair;

18. develop annual continuous improvement goals for the school board and annually evaluate its performance.

F. The school board, at its discretion, may perform the following:

1. provide library facilities, public evening schools, adult and continuing education programs, summer school programs, and intersession classes of flexible school year programs;

2. furnish school lunches for pupils and teachers on such terms as the school board determines;

3. enter into agreements with one or more other independent school districts to provide for agreed upon educational services;

4. lease rooms or buildings for school purposes;

5. authorize the use of school facilities for community purposes that will not interfere with their use for school purposes;

6. authorize cocurricular and extracurricular activities;

7. receive, for the benefit of the school district, bequests, donations, or gifts for any proper purpose; and

8. perform other acts as the school board shall deem to be reasonably necessary or required for the governance of the schools.

Legal References:
Minn. Stat. § 123A.22 (Cooperative Centers for Vocational Education)
Minn. Stat. § 123B.02 (General Powers of Independent School Districts)
Minn. Stat. § 123B.09 (Boards of Independent School Districts)
Minn. Stat. § 123B.14 (Officers of Independent School Districts)
Minn. Stat. § 123B.23 (Liability Insurance; Officers and Employees)
Minn. Stat. § 123B.49 (Cocurricular and Extracurricular Activities; Insurance)
Minn. Stat. § 123B.51 (Schoolhouses and Sites; Uses for School and Nonschool Purposes; Closings)
Minn. Stat. § 123B.85 (Definitions)
Jensen v. Indep. Consol. Sch. Dist. No. 85, 160 Minn. 233 (1924)

Cross References:
MSBA/MASA Model Policy 101 (Legal Status of the School District)
MSBA/MASA Model Policy 202 (School Board Officers)
MSBA/MASA Model Policy 203 (Operation of the School Board -Governing Rules)
MSBA/MASA Model Policy 205 (Open Meetings and Closed Meetings)

Replacing:	Policies 8000 & 9090
First Reading:	04.02.2024
Second Reading:	
Adopted:	

*Adopted:*_____ *MSBA/MASA Model Policy 201*
Orig. 1995
*Revised:*_____ *Rev. 2022*

201 LEGAL STATUS OF THE SCHOOL BOARD

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III. DEFINITION

"School board" means the governing body of the school district.

IV. ORGANIZATION AND MEMBERSHIP

A. The membership of the school board consists of ~~six~~ seven elected ~~directors~~ members, ~~or seven if the school board has submitted the question to the electors and a majority have approved a seven-member school board. The term of office is four years.~~

[Note: This number may be different for combining or consolidating school boards that are in a transition period.]

B. There may be other ex officio members of the school board as provided by law. The superintendent is an ex officio member.

C. A majority of voting members constitutes a quorum. The act of the majority of a quorum is the act of the school board.

V. POWERS AND DUTIES

A. The school board has powers and duties specified by statute. The school board's authority includes implied powers in addition to specific powers granted by the legislature.

B. The school board exercises administrative functions. It also has certain powers of a legislative character and other powers of a quasi-judicial character.

C. The school board shall superintend and manage the schools of the school district; adopt rules for their organization, government, and instruction; prescribe textbooks

and courses of study; and make and authorize contracts.

D. The school board shall have the general charge of the business of the school district, its facilities and property, and of the interest of the schools.

E. The school board, among other duties, shall perform the following in accordance with applicable law:

1. provide by levy of tax, necessary funds for the conduct of schools, the payment of indebtedness, and all proper expenses of the school district;

2. conduct the business of the schools and pay indebtedness and proper expenses;

3. employ and contract with necessary qualified teachers and discharge the same for cause;

4. provide services to promote the health of its pupils;

5. provide school buildings and erect needed buildings;

6. purchase, sell, and exchange school district property and equipment as deemed necessary by the school board for school purposes;

7. provide for payment of claims against the school district, and prosecute and defend actions by or against the school district, in all proper cases;

8. employ and discharge necessary employees and contract for other services;

9. provide for transportation of pupils to and from school, as governed by statute; and

10. procure insurance against liability of the school district, its officers, and employees.

F. The school board, at its discretion, may perform the following:

1. provide library facilities, public evening schools, adult and continuing education programs, summer school programs, and intersession classes of flexible school year programs;

2. furnish school lunches for pupils and teachers on such terms as the school board determines;

3. enter into agreements with one or more other independent school districts to provide for agreed upon educational services;

4. lease rooms or buildings for school purposes;

5. authorize the use of school facilities for community purposes that will not interfere with their use for school purposes;

6. authorize cocurricular and extracurricular activities;

7. receive, for the benefit of the school district, bequests, donations, or gifts for any proper purpose; and

8. perform other acts as the school board shall deem to be reasonably necessary

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Jensen v. Indep. Consol. Sch. Dist. No. 85, 160 Minn. 233 (1924)

Cross References:
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MSBA/MASA Model Policy 202 (School Board Officers)
MSBA/MASA Model Policy 203 (Operation of the School Board -Governing Rules)
MSBA/MASA Model Policy 205 (Open Meetings and Closed Meetings)

First Reading:

Adopted:_____

Revised:_____
2022

MSBA/MASA Model Policy 201
Orig. 1995
Rev.

201 LEGAL STATUS OF THE SCHOOL BOARD

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III. DEFINITION

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IV. ORGANIZATION AND MEMBERSHIP

A. The membership of the school board consists of six elected directors, or seven if the school board has submitted the question to the electors and a majority have approved a seven-member school board. The term of office is four years.

[Note: This number may be different for combining or consolidating school boards that are in a transition period.]

B. There may be other ex officio members of the school board as provided by law. The superintendent is an ex officio member.

C. A majority of voting members constitutes a quorum. The act of the majority of a quorum is the act of the school board.

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adopt rules for their organization, government, and instruction; prescribe textbooks and courses of study; and make and authorize contracts.

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E. The school board, among other duties, shall perform the following in accordance with applicable law:

1. provide by levy of tax, necessary funds for the conduct of schools, the payment of indebtedness, and all proper expenses of the school district;

2. conduct the business of the schools and pay indebtedness and proper expenses;

3. employ and contract with necessary qualified teachers and discharge the same for cause;

4. provide services to promote the health of its pupils;

5. provide school buildings and erect needed buildings;

6. purchase, sell, and exchange school district property and equipment as deemed necessary by the school board for school purposes;

7. provide for payment of claims against the school district, and prosecute and defend actions by or against the school district, in all proper cases;

8. employ and discharge necessary employees and contract for other services;

9. provide for transportation of pupils to and from school, as governed by statute; and

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Legal References: Minn. Stat. § 123A.22 (Cooperative Centers for Vocational Education)
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Cross References: MSBA/MASA Model Policy 101 (Legal Status of the School District)
MSBA/MASA Model Policy 202 (School Board Officers)
MSBA/MASA Model Policy 203 (Operation of the School Board -Governing Rules)
MSBA/MASA Model Policy 205 (Open Meetings and Closed Meetings)

First Reading:

8000 GOAL AND FUNCTIONS OF THE SCHOOL BOARD

The goal of the School Board is to maintain a comprehensive set of quality educational programs and services for the school age youth of the School District that is both economically and operationally efficient and within the scope of the community's ability to support it. To achieve such a goal, the School Board recognizes the following functions as those to which it must most aggressively direct its attention:

1. The selection of a chief administrator, the Superintendent.
2. The establishment of policies and procedures by which the schools are administered.
3. The adoption of the budget and the enactment of provisions for the financing of the schools.
4. The acquisition and development of necessary property and the provision of supplies.
5. The appointment of necessary personnel to staff the varied services.
6. The appraisal of the work of the schools and adoption of plans for improvement and expansion.

Adopted: 10-09-1973 ISD 709
Revised: 06-20-1995 ISD 709

8005 PURPOSE AND ROLE OF THE SCHOOL BOARD

The School Board's chief concern is for the development, operation, and involvement in the Duluth Public Schools.

To achieve these goals, the School Board can make contributions by:

1. Selecting and supporting an able Superintendent.

2. Encouraging the Superintendent and all personnel to seek professional self development in areas beneficial to the School District.

3. Adopting goals and policies to guide efforts of the administration and professional staff.

4. Protecting the schools against domination by any one political party, religious group, "ism," or partisan reform movement.

5. Adopting a budget for the operation of the schools and provide necessary funds through channels authorized by law.

6. Auditing school operations and maintenance in terms of established goals and guidelines and take corrective action where necessary.

7. Providing adequate safeguards with respect to accounting for monies handled by the school system.

8. Actively pursuing a policy of keeping the community informed about the progress and needs of the schools.

9. Testing all School Board decisions against their probable effects and, to the extent that it is possible, actual results eventually attained.

10. Faithfully accepting the responsibilities and carrying out the duties delegated and assigned to the School Board by state law, regulations of the State Department of Education, decisions of the courts, and similar legal sources.

11. Providing an opportunity for citizen involvement in a learning and advisory situation through the appointment of citizens' advisory committees to study assigned areas of operation and make reports and recommendations to the School Board.

Adopted: 06-09-1970 ISD 709
Revised: 04-12-1977
06-20-1995 ISD 709

8060 OPERATIONAL RESPONSIBILITIES OF THE SCHOOL BOARD

The School Board, functioning within the framework of law, court decisions, attorney general's opinions, and similar mandates from state and federal levels of government, and recognizing the authority of the state, shall fulfill its mission as the governing body of a political subdivision by:

1. Enacting policy.
2. Providing for planning, expansion, improvement, financing, construction, and maintenance of the physical plant.
3. Prescribing minimum standards needed for the efficient operation and improvement of the School District.
4. Requiring the establishment and maintenance of records, accounts, archives, management methods and procedures incidental to the conduct of school business.
5. Approving the budget, financial reports, audits, major expenditures, payment of obligations, and policies whereby the administration may formulate procedures, regulations and other guides for the orderly accomplishment of business.
6. Estimating and levying taxes for the operation, support, maintenance, improvement, and extension of the school system.
7. Adopting courses of study.
8. Providing staff and instructional materials.
9. Evaluating the educational program to determine the effectiveness with which the schools are achieving educational goals.
10. Providing for dissemination of information relating to the schools.
11. Negotiating with legally recognized organizations representing employee groups of the School District.

The School Board shall concern itself primarily with broad questions of policy rather than the administrative details. The application of policies is an administrative task to be performed by the Superintendent and his/her staff, who shall be held responsible for the effective administration and supervision of the entire School District.

Adopted: 06-09-1970 ISD 709
Revised: 04-12-1977
06-20-1995 ISD 709

9005 - NUMBER OF MEMBERS AND TERMS OF OFFICE

The School District is governed by an elective School Board of seven qualified citizens who shall hold office for terms of four years. Elections shall be held on the first Tuesday after the first Monday in the month of November in odd numbered years. In the 2005 election and each four years thereafter, the four members whose terms expire shall be elected two at large and two from the four election districts heretofore established. In the election of 2007 and each four years thereafter, three members whose terms expire shall be elected, one at large and two from the remaining two of the four election districts heretofore established.

Legal References: Laws of MN, Chap 669
Laws of MN, 1973, Chap 281
MS 205.20

Adopted: 06-09-1970 ISD 709
Revised: 06-08-1976
06-20-1995
06-15-2004 ISD 709

9010 FILLING VACANCIES

A vacancy caused by a member being unable to serve on the School Board and attend its meetings for not less than 90 days because of illness or prolonged absence from the School District may, after the School Board has by resolution declared such vacancy to exist, be filled by the School Board at any regular or special meeting thereof for the remainder of the unexpired term, or until such ill or absent member is again able to resume duties as a member of the School Board, whichever date is earliest. When such ill or absent member is again able to resume duties as a member of the School Board, the School Board shall by resolution so determine and declare such person to be again a member of the School Board and the member appointed by the School Board to be no longer a member thereof.

Any other vacancy on the School Board shall be filled by School Board appointment at a regular or special meeting. The appointment shall be evidenced by a resolution entered in the minutes and shall continue until an election is held. All elections to fill vacancies shall be for the unexpired term. If the vacancy occurs before the first day to file affidavits of candidacy for the next School District general election and more than two years remain in the unexpired term, a special election shall be held in conjunction with the School District general election. The appointed person shall serve until the qualification of the successor elected to fill the unexpired part of the term at that special election. If the vacancy occurs on or after the first day to file affidavits of candidacy for the School District general election, or when less than two years remain in the unexpired term, there shall be no special election to fill the vacancy and the appointed person shall serve the remainder of the unexpired term and until a successor is elected and qualifies at the School District election.

Adopted: 06-09-1970 ISD 709
Revised: 03-08-1988
06-20-1995 ISD 709

9115 SCHOOL DISTRICT ELECTIONS

School District elections shall be held bi-annually in conjunction with the general municipal elections on the first Tuesday in November in odd-numbered years.

Legal Reference: Chapter 699, Laws of Minnesota 1969

Adopted: 06-09-1970 ISD 709
Revised: 06-08-1976
06-20-1995
05-19-2015
07-21-2015 ISD 709

9090 QUORUM FOR MEETINGS

At any regular or special meeting of the School Board, a majority of the membership of the School Board shall constitute a quorum. Action of the School Board shall be official only if a quorum is present.

Adopted: 06-09-1970 ISD 709
Revised: 07-20-1976
05-12-1987
06-20-1995 ISD 709

203 OPERATION OF THE SCHOOL BOARD – GOVERNING RULES

I. PURPOSE

The purpose of this policy is to provide governing rules for the conduct of meetings of the school board.

II. GENERAL STATEMENT OF POLICY

An orderly school board meeting allows school board members to participate in discussion and decision of school district issues. Rules of order allow school board members the opportunity to review school-related topics, discuss school business items, and bring matters to conclusion in a timely and consistent manner.

III. RULES OF ORDER

Rules of order for school board meetings shall be as follows:

A. Minnesota statutes where specified;

B. Specific rules of order as provided by the school board consistent with Minnesota statutes; and

C. *Robert's Rules of Order* (latest edition) where not inconsistent with A. and B., above.

Legal References: Minn. Stat. Ch. 13D (Open Meeting Law)
Minn. Stat. § 123B.09, Subds. 6, 7, and 10 (Boards of Independent School Districts)
Minn. Stat. § 123B.14 (Officers of Independent School Districts)

Cross References: None

First Reading: 04.02.2024
Second Reading:
Adopted:

*Adopted:*_____ *MSBA/MASA Model Policy 203*
Orig. 1995
*Revised:*_____ *Rev. 2009*

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Cross References: None

First Reading:

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Orig. 1995
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Minn. Stat. § 123B.14 (Officers of Independent School Districts)

Cross References: None

First Reading:

203.1 SCHOOL BOARD PROCEDURES; RULES OF ORDER

I. PURPOSE

The purpose of this policy is to provide specific rules of order to conduct meetings of the school board.

II. GENERAL STATEMENT OF POLICY

To ensure that school board meetings are conducted in an orderly fashion, the school board will follow rules of order which will allow the school board:

A. To establish guidelines by which the business of the school board can be conducted in a regular and internally consistent manner;

B. To organize the meetings so all necessary matters can be brought to the school board and decisions of the school board can be made in an orderly and reasonable manner;

C. To insure that members of the school board have the necessary information to make decisions on substantive issues and to insure adequate discussion of decisions to be made; and

D. To insure that meetings and actions of the school board are conducted so as to be informative to the staff and the public, and to produce a clear record of actions taken and decisions made.

III. RULES OF ORDER

A. School board members need not rise to gain the recognition of the chair.

B. A motion will be adopted or carried if it receives the affirmative votes of a majority of those actually voting on the matter. Abstentions are considered to be acquiescence to the vote of the majority. It should be noted that some motions by statute or Robert's Rules of Order require larger numbers of affirmative votes.

C. All motions that require a second shall receive a second prior to opening the issue for discussion of the school board. If a motion that requires a second does not receive a second, the chair may declare that the motion fails for lack of a second or may provide the second. The names of the members making and seconding a motion shall be recorded in the minutes.

D. The chair shall decide the order in which school board members will be recognized to address an issue. An attempt should be made to alternate between pro and con positions if appropriate to the discussion. A member shall only speak to an issue after the member is recognized by the chair.

E. The chair shall rule on all questions relating to motions and points of order brought before the school board.

F. A ruling by the chair is subject to appeal to the full school board pursuant to Robert's Rules of Order.

G. The school board shall have authority to recognize any member of the audience regarding a request to be heard at the school board meeting. Members of the public who wish to be heard shall follow school board procedures.

H. The chair has the authority to declare a recess at any time for the purpose of restoring

decorum to the meeting or for any other necessary purpose.

I. The chair shall repeat a motion or the substance of a motion prior to the vote. The chair shall call for an affirmative and a negative vote on all motions.

J. The order in which names will be called for roll call votes will be determined by the school board.

K. The chair has the same right and responsibility as each school board member to vote on all issues.

L. The chair shall announce the result of each vote. The vote of each member, including abstentions, shall be recorded in the minutes. If the vote is unanimous, it may be reflected as unanimous in the minutes if the minutes also reflect the members present.

M. A majority of the voting members of the school board constitute a quorum. The absence of a quorum may be raised by the chair or any member. Generally, any action taken in the absence of a quorum is null and void. The only legal actions the school board may take in the absence of a quorum are to fix the time at which to adjourn, to adjourn, to recess or to take measures to obtain a quorum.

Legal References:
Minn. Stat. § 13D.01, Subd. 4 (Open Meeting Law)
Minn. Stat. § 122A.40 (Employment; Contracts; Termination)
Minn. Stat. § 123B.09, Subds. 6 and 7 (Boards of Independent School Districts)
Minn. Stat. § 126C.53 (Enabling Resolution; Form of Certificates of Indebtedness)
Minn. Stat. § 331A.01, Subd. 6 (Newspapers; Definitions)
Minn. Stat. § 331A.04, Subd. 6 (Newspapers; Exception to Designation Priority)
Minn. Stat. § 471.88 (Exceptions)

Cross References:
MSBA/MASA Model Policy 203 (Operation of the School Board – Governing Rules)
MSBA/MASA Model Policy 204 (School Board Meeting Minutes)
MSBA/MASA Model Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)
MSBA/MASA Model Policy 207 (Public Hearings)

First Reading: 04.02.2024
Second Reading:
Adopted:

*Adopted:*_____ *MSBA/MASA Model Policy 203.1*
Orig. 1997
*Revised:*_____ *Rev. 1999*

203.1 SCHOOL BOARD PROCEDURES; RULES OF ORDER

I. PURPOSE

The purpose of this policy is to provide specific rules of order to conduct meetings of the school board.

II. GENERAL STATEMENT OF POLICY

To ensure that school board meetings are conducted in an orderly fashion, the school board will follow rules of order which will allow the school board:

A. To establish guidelines by which the business of the school board can be conducted in a regular and internally consistent manner;

B. To organize the meetings so all necessary matters can be brought to the school board and decisions of the school board can be made in an orderly and reasonable manner;

C. To insure that members of the school board have the necessary information to make decisions on substantive issues and to insure adequate discussion of decisions to be made; and

D. To insure that meetings and actions of the school board are conducted so as to be informative to the staff and the public, and to produce a clear record of actions taken and decisions made.

III. RULES OF ORDER

A. School board members need not rise to gain the recognition of the chair.

B. A motion will be adopted or carried if it receives the affirmative votes of a majority of those actually voting on the matter. Abstentions are considered to be acquiescence to the vote of the majority. It should be noted that some motions by statute or Robert's Rules of Order require larger numbers of affirmative votes.

C. All motions that require a second shall receive a second prior to opening the issue for discussion of the school board. If a motion that requires a second does not receive a second, the chair may declare that the motion fails for lack of a second or may provide the second. The names of the members making and seconding a motion shall be recorded in the minutes.

D. The chair shall decide the order in which school board members will be recognized to address an issue. An attempt should be made to alternate between pro and con positions if appropriate to the discussion. A member shall only speak to an issue after the member is recognized by the chair.

E. The chair shall rule on all questions relating to motions and points of order brought before the school board.

F. A ruling by the chair is subject to appeal to the full school board pursuant to Robert's Rules of Order.

G. The school board shall have authority to recognize any member of the audience regarding a request to be heard at the school board meeting. Members of the public who wish to be heard shall follow school board procedures.

H. The chair has the authority to declare a recess at any time for the purpose of restoring decorum to the meeting or for any other necessary purpose.

I. The chair shall repeat a motion or the substance of a motion prior to the vote. The chair shall call for an affirmative and a negative vote on all motions.

J. The order in which names will be called for roll call votes will be determined by the school board.

[Note: The school board may choose to include in the policy a method of calling the roll.]

K. The chair has the same right and responsibility as each school board member to vote on all issues.

L. The chair shall announce the result of each vote. The vote of each member, including abstentions, shall be recorded in the minutes. If the vote is unanimous, it may be reflected as unanimous in the minutes if the minutes also reflect the members present.

M. A majority of the voting members of the school board constitute a quorum. The absence of a quorum may be raised by the chair or any member. Generally, any action taken in the absence of a quorum is null and void. The only legal actions the school board may take in the absence of a quorum are to fix the time at which to adjourn, to adjourn, to recess or to take measures to obtain a quorum.

[Note: In addition, school boards may have other rules or local customs they wish to incorporate to reflect their normal processes and procedures.]

Legal References:
Minn. Stat. § 13D.01, Subd. 4 (Open Meeting Law)
Minn. Stat. § 122A.40 (Employment; Contracts; Termination)
Minn. Stat. § 123B.09, Subds. 6 and 7 (Boards of Independent School Districts)
Minn. Stat. § 126C.53 (Enabling Resolution; Form of Certificates of Indebtedness)
Minn. Stat. § 331A.01, Subd. 6 (Newspapers; Definitions)
Minn. Stat. § 331A.04, Subd. 6 (Newspapers; Exception to Designation Priority)
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Cross References:
MSBA/MASA Model Policy 203 (Operation of the School Board – Governing Rules)
MSBA/MASA Model Policy 204 (School Board Meeting Minutes)
MSBA/MASA Model Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)
MSBA/MASA Model Policy 207 (Public Hearings)

203.6 CONSENT AGENDAS

I. PURPOSE

The purpose of this policy is to allow the use of a consent agenda.

II. GENERAL STATEMENT OF POLICY

In order for a more efficient administration of school board meetings, the school board may elect to use a consent agenda for the passage of noncontroversial items or items of a similar nature.

III. CONSENT AGENDAS

A. The superintendent, in consultation with the school board chair, may place items on the consent agenda. By using a consent agenda, the school board has consented to the consideration of certain items as a group under one motion. Should a consent agenda be used, an appropriate amount of discussion time will be allowed to review any item upon request.

B. Consent items are those which usually do not require discussion or explanation prior to school board action, are noncontroversial and/or similar in content, or are those items which have already been discussed and/or explained and do not require further discussion or explanation. Such agenda items might include ministerial tasks such as, but not limited to, the approval of the agenda, approval of previous minutes, approval of bills, approval of reports, etc. These items might also include similar groups of decisions such as, but not limited to, approval of staff contracts, approval of maintenance details for the school district buildings and grounds or approval of various schedules.

C. Items shall be removed from the consent agenda by a timely request by an individual school board member for independent consideration. A request is timely if made prior to the vote on the consent agenda. The request does not require a second or a vote by the school board. An item removed from the consent agenda will then be discussed and acted on separately immediately following the consideration of the consent agenda.

D. Consent agenda items are approved en masse by one vote of the school board. The consent agenda items shall be separately recorded in the minutes.

Legal References: Minn. Stat. § 123B.09, Subd. 7 (Boards of Independent School Districts)

Cross References: MSBA/MASA Model Policy 203.2 (Order of the Regular School Board Meeting)
MSBA/MASA Model Policy 203.5 (School Board Meeting Agenda)
MSBA/MASA Model Policy 204 (School Board Meeting Minutes)

First Reading: 04.02.2024
Second Reading:
Adopted:

*Adopted:*_____ *MSBA/MASA Model Policy 203.6*
Orig. 1997
*Revised:*_____ *Rev. 1999*

203.6 CONSENT AGENDAS

I. PURPOSE

The purpose of this policy is to allow the use of a consent agenda.

II. GENERAL STATEMENT OF POLICY

In order for a more efficient administration of school board meetings, the school board may elect to use a consent agenda for the passage of noncontroversial items or items of a similar nature.

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A. The superintendent, in consultation with the school board chair, may place items on the consent agenda. By using a consent agenda, the school board has consented to the consideration of certain items as a group under one motion. Should a consent agenda be used, an appropriate amount of discussion time will be allowed to review any item upon request.

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C. Items shall be removed from the consent agenda by a timely request by an individual school board member for independent consideration. A request is timely if made prior to the vote on the consent agenda. The request does not require a second or a vote by the school board. An item removed from the consent agenda will then be discussed and acted on separately immediately following the consideration of the consent agenda.

D. Consent agenda items are approved en masse by one vote of the school board. The consent agenda items shall be separately recorded in the minutes.

Legal References: Minn. Stat. § 123B.09, Subd. 7 (Boards of Independent School Districts)

Cross References: MSBA/MASA Model Policy 203.2 (Order of the Regular School Board Meeting)
MSBA/MASA Model Policy 203.5 (School Board Meeting Agenda)
MSBA/MASA Model Policy 204 (School Board Meeting Minutes)

209 CODE OF ETHICS

I. PURPOSE

The purpose of this policy is to assist the individual school board member in understanding his or her role as part of a school board and in recognizing the contribution that each member must make to develop an effective and responsible school board.

II. GENERAL STATEMENT OF POLICY

Each school board member shall follow the code of ethics stated in this policy.

A. AS A MEMBER OF THE SCHOOL BOARD, I WILL:

1. Attend school board meetings.
2. Come to the meetings prepared for discussion of the agenda items.
3. Listen to the opinions and views of others (including, but not limited to, other school board members, administration, staff, students, and community members).
4. Vote my conscience after informed discussion, unless I abstain because a conflict of interest exists.
5. Support the decision of the school board, even if my position concerning the issue was different.
6. Recognize the integrity of my predecessors and associates and appreciate their work.
7. Be primarily motivated by a desire to provide the best possible education for the students of my school district.
8. Inform myself about the proper duties and functions of a school board member.

B. IN PERFORMING THE PROPER FUNCTIONS OF A SCHOOL BOARD MEMBER, I WILL:

1. Focus on education policy as much as possible.
2. Remember my responsibility is to set policy – not to implement policy.
3. Consider myself a trustee of public education and do my best to protect, conserve, and advance its progress.
4. Recognize that my responsibility, exercised through the actions of the school board as a whole, is to see that the schools are properly run – not to run them myself.
5. Work through the superintendent – not over or around the superintendent.
6. Delegate the implementation of school board decisions to the superintendent.

C. TO MAINTAIN RELATIONS WITH OTHER MEMBERS OF THE SCHOOL BOARD, I WILL:

1. Respect the rights of others to have and express opinions.

2. Recognize that authority rests with the school board in legal session – not with the individual members of the school board except as authorized by law.

3. Make no disparaging remarks, in or out of school board meetings, about other members of the school board or their opinions.

4. Keep an open mind about how I will vote on any proposition until the board has met and fully discussed the issue.

5. Make decisions by voting in school board meetings after all sides of debatable questions have been presented.

6. Insist that committees be appointed to serve only in an advisory capacity to the school board.

D. IN MEETING MY RESPONSIBILITIES TO MY COMMUNITY, I WILL:

1. Attempt to appraise and plan for both the present and future educational needs of the school district and community.

2. Attempt to obtain adequate financial support for the school district's programs.

3. Insist that business transactions of the school district be ethical and open.

4. Strive to uphold my responsibilities and accountability to the taxpayers in my school district.

E. IN WORKING WITH THE SUPERINTENDENT OF SCHOOLS AND STAFF, I WILL:

1. Hold the superintendent responsible for the administration of the school district.

2. Give the superintendent authority commensurate with his or her responsibilities.

3. Assure that the school district will be administered by the best professional personnel available.

4. Consider the recommendation of the superintendent in hiring all employees.

5. Participate in school board action after considering the recommendation of the superintendent and only after the superintendent has furnished adequate information supporting the recommendation.

6. Insist the superintendent keep the school board adequately informed at all times.

7. Offer the superintendent counsel and advice.

8. Recognize the status of the superintendent as the chief executive officer and a non-voting, ex officio member of the school board.

9. Refer all complaints to the proper administrative officer or insist that they be presented in writing to the whole school board for proper referral according to the chain of command.

10. Present any personal criticisms of employees to the superintendent.

11. Provide support for the superintendent and employees of the school district so they may perform their proper functions on a professional level.

F. IN FULFILLING MY LEGAL OBLIGATIONS AS A SCHOOL BOARD MEMBER, I WILL:

1. Comply with all federal, state, and local laws relating to my work as a school board member.

2. Comply with all school district policies as adopted by the school board.

3. Abide by all rules and regulations as promulgated by the Minnesota Department of Education and other state and federal agencies with jurisdiction over school districts.

4. Recognize that school district business may be legally transacted only in an open meeting of the school board.

5. Avoid conflicts of interest and refrain from using my school board position for personal gain.

6. Take no private action that will compromise the school board or administration.

7. Guard the confidentiality of information that is protected under applicable law.

Legal References: Minn. Stat. § 123B.02, Subd. 1 (General Powers of Independent School Districts)
Minn. Stat. § 123B.09 (Boards of Independent School Districts)
Minn. Stat. § 123B.143, Subd. 1 (Superintendent)

Cross References: None

Replacing: Policy 8050
First Reading: 06-16-2015
Adopted: 07-21-2015
04-19-2016 ISD 709 (Renumbered only)
Updated: 02-27-2018
First Reading: 06-07-2022
Second Reading: 08-04-2022
Review:

210 CONFLICT OF INTEREST – SCHOOL BOARD MEMBERS

I. PURPOSE

The purpose of this policy is to observe state statutes regarding conflicts of interest and to engage in school district business activities in a fashion designed to avoid any conflict of interest or the appearance of impropriety.

II. GENERAL STATEMENT OF POLICY

It is the policy of the school board to contract for goods and services in conformance with statutory conflict of interest laws and in a manner that will avoid any conflict of interest or the appearance thereof. Accordingly, the school board will contract under the statutory exception provisions only when it is clearly in the best interest of the school district because of limitations that may exist on goods or services otherwise available to the school district.

III. GENERAL PROHIBITIONS AND RECOGNIZED STATUTORY EXCEPTIONS

A. A school board member who is authorized to take part in any manner in making any sale, lease, or contract in his or her official capacity shall not voluntarily have a personal financial interest in that sale, lease, or contract or personally benefit financially therefrom.

B. In the following circumstances, however, the school board may as an exception, by unanimous vote, contract for goods or services with a school board member of the school district:

1. In the designation of a bank or savings association, in which a school board member is interested, as an authorized depository for school district funds and as a source of borrowing, provided such deposited funds are protected in accordance with Minnesota Statutes chapter 118A. Any school board member having said interest shall disclose that interest and the interest shall be entered upon the school board minutes. Disclosure shall be made when such bank or savings association is first designated as a depository or source of borrowing, or when such school board member is elected, whichever is later. Disclosure serves as notice of the interest and need only be made once;

2. The designation of an official newspaper, or publication of official matters therein, in which the school board member is interested when it is the only newspaper complying with statutory requirements relating to the designation or publication;

3. A contract with a cooperative association of which the school board member is a shareholder or stockholder but not an officer or manager;

4. A contract for which competitive bids are not required by law. A contract made under this exception will be void unless the following procedures are observed:

a. The school board shall authorize the contract in advance of its performance by adopting a resolution setting out the essential facts and determining that the contract price is as low as or lower than the price at which the goods or services could be obtained elsewhere.

b. In the case of an emergency when the contract cannot be authorized in advance, payment of the claims must be authorized by a like resolution wherein the facts of the emergency are also stated.

c. Before a claim is paid, the interested school board member shall file with the clerk of the school board an affidavit stating:

(1) The name of the school board member and the office held;

(2) An itemization of the goods or services furnished;

(3) The contract price;

(4) The reasonable value;

(5) The interest of the school board member in the contract; and

(6) That to the best of the school board member's knowledge and belief, the contract price is as low as, or lower than, the price at which the goods or services could be obtained from other sources.

5. A school board member may contract with the school district to provide construction materials or services, or both, when the sealed bid process is used. When the contract comes before the school board for consideration, the interested school board member may not vote on the contract. (***Note**: This section applies only when the school district has a population of 1,000 or less according to the last federal census*.)

6. A school board member may rent space in a public facility at a rate commensurate with that paid by other members of the public.

C. In the following circumstances, the school board may as an exception, by majority vote at a meeting at which all school board members are present, contract for services with a school board member of the school district: A school board member may be newly employed or may continue to be employed by the school district as an employee only if there is a reasonable expectation on July 1, or at the time the contract is entered into or extended, that the amount to be earned by that school board member under that contract or employment relationship, will not exceed $20,000 in that fiscal year. If the school board member does not receive majority approval to be initially employed or to continue in employment at a meeting at which all school board members are present, that employment is immediately terminated and that school board member has no further rights to employment while serving as a school board member in the school district.

D. The school board may contract with a class of school district employees, such as teachers or custodians, when the spouse of a school board member is a member of the class of employees contracting with the school board and the employee spouse receives no special monetary or other benefit that is substantially different from the benefits that other members of the class receive under the employment contract. For the school board to invoke this exception, it must have a majority of disinterested school board members vote to approve the contract, direct the school board member spouse to abstain from voting to approve the contract, and publicly set out the essential facts of the contract at the meeting in which the contract is approved.

IV. LIMITATIONS ON RELATED EMPLOYEES

A. The school board must hire or dismiss teachers only at duly called meetings. When a husband and wife, brother and sister, or two brothers or sisters, constitute a quorum, no contract employing a teacher may be made or authorized except upon the unanimous vote of the full school board.

B. The school board may not employ any teacher related by blood or marriage to a school board member, within the fourth degree as computed by the civil law, except by a unanimous vote of the full school board.

V. CONFLICTS PRIOR TO TAKING OFFICE

A school board member with personal financial interest in a sale, lease, or contract with the school district which was entered before the school board member took office and presents an actual or potential conflict of interest, shall immediately notify the school board of such interest. It shall thereafter be the responsibility of the school board member to refrain from participating in any action relating to the sale, lease, or contract. At the time of renewal of any such sale, lease, or contract, the school board may enter into or renew such sale, lease, or contract only if it falls within one of the enumerated exceptions for contracts relating to goods or services provided above and if the procedures provided in this policy are followed.

VI. DETERMINATION AS TO WHETHER A CONFLICT OF INTEREST EXISTS

The determination as to whether a conflict of interest exists is to be made by the school board. Any school board member who has an actual or potential conflict shall notify the school board of such conflict immediately. The school board member shall thereafter cooperate with the school board as necessary for the school board to make its determination.

Legal References: Minn. Stat. § 122A.40, Subd. 3 (Employment; Contracts; Termination)
Minn. Stat. § 123B.195 (Board Member's Right to Employment)
Minn. Stat. § 471.87 (Public Officers, Interest in Contract; Penalty)
Minn. Stat. § 471.88, Subds. 2, 3, 4, 5, 12, 13, and 21 (Exceptions)
Minn. Stat. § 471.89 (Contract, When Void)
Op. Atty. Gen. 437-A-4, March 15, 1935
Op. Atty. Gen. 90-C-5, July 30, 1940
Op. Atty. Gen. 90-A, August 14, 1957

Cross References: MSBA/MASA Model Policy 101 (Legal Status of the School Board)
MSBA/MASA Model Policy 209 (Code of Ethics)

Replacing: Policy 8045
Immediate Adoption: 08.16.2022
Review:

212 SCHOOL BOARD MEMBER DEVELOPMENT ~~AND TRAVEL/EXPENSE REIMBURSEMENT BYLAW~~

I. PURPOSE

In recognition of the need for continuing in-service training and development for its members, the purpose of this ~~Bylaw~~ policy is to encourage the members of the school board to participate in professional development activities designed for them so that they may perform their responsibilities.

II. GENERAL STATEMENT OF BYLAW

A. New school board members will be provided the opportunity and encouragement to attend the orientation and training sessions sponsored by the Minnesota School Boards Association (MSBA). School board members shall receive training in school finance and management developed in consultation with MSBA.

B. All school board members are encouraged to participate in school board and related workshops and activities sponsored by local, state, and national school boards associations, as well as in the activities of other educational groups.

C. School board members are expected to report back to the school board with materials of interest gathered at the various meetings and workshops.

D. The school board will reimburse the reasonable and necessary expenses of all school board members who attend meetings and conventions pertaining to school activities and the objectives of the school board, within the approved policy and budget allocations of the school district relating to the reimbursement of expenses involving the attendance at workshops and conventions. All travel and development expenses for which the member intends to seek reimbursement from the school district should be preapproved by the school board.

Legal References: Minn. Stat. § 123B.09, Subd. 2 (~~School Board Member Training~~ Boards of Independent School Districts)

Cross References: MSBA/MASA Model Policy 214 (Out-of-State Travel by School Board Members)
MSBA/MASA Model Policy 412 (Expense Reimbursement)

Replacing: Policies 8020, 8025, 8115
First Reading: 11-17-2015
Adopted: 12-15-2015 ISD709
Updated: 02-27-2018
Reviewed: 05-15-2018 (no changes)
Reviewed:

212 - SCHOOL BOARD MEMBER DEVELOPMENT AND TRAVEL/EXPENSE REIMBURSEMENT BYLAW

I. PURPOSE

In recognition of the need for continuing in-service training and development for its members, the purpose of this Bylaw is to encourage the members of the school board to participate in professional development activities designed for them so that they may perform their responsibilities.

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Legal References: Minn. Stat. § 123B.09, Subd. 2 (School Board Member Training)

Cross References: MSBA/MASA Model Policy 214 (Out-of-State Travel by School Board Members)
MSBA/MASA Model Policy 412 (Expense Reimbursement)

Replacing: Policies 8020, 8025, 8115
First Reading: 11-17-2015
Adopted: 12-15-2015 ISD709
Updated: 02-27-2018
Reviewed: 05-15-2018 (no changes)

Adopted:_____

Revised:_____

MSBA/MASA Model Policy 212
Orig. 1995
Rev. 2022

212 SCHOOL BOARD MEMBER DEVELOPMENT

I. PURPOSE

In recognition of the need for continuing in-service training and development for its members, the purpose of this policy is to encourage the members of the school board to participate in professional development activities designed for them so that they may perform their responsibilities.

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Legal References: Minn. Stat. § 123B.09, Subd. 2 (Boards of Independent School Districts)

Cross References: MSBA/MASA Model Policy 214 (Out-of-State Travel by School Board Members)
MSBA/MASA Model Policy 412 (Expense Reimbursement)

213 SCHOOL BOARD COMMITTEES ~~BYLAW~~

I. PURPOSE

The purpose of this ~~Bylaw~~ policy is to provide for the structure and the operation of committees or subcommittees of the school board.

II. GENERAL STATEMENT OF ~~BYLAW~~ POLICY

A. It is the policy of the school board to designate school board committees or subcommittees when it is determined that a committee process facilitates the mission of the school board.

~~B. The school board has determined that certain permanent standing committees, as described in this policy, do facilitate the operation of the school board and the school district.~~

B ~~C~~. A school board committee or subcommittee will be formed by school board resolution which shall outline the duties and purpose of the committee or subcommittee.

C. The school board may call a Committee of the Whole meeting for the purpose of discussing pending topics. As these meetings are structured to be discussion meetings, no formal action will be taken by the school board on any topic and the school board will not take voting action during a Committee of the Whole meeting.

D. A committee or subcommittee is advisory in nature and has only such authority as specified by the school board.

E. The school board will receive reports or recommendations from a committee or subcommittee for consideration. The school board, however, retains the right and has the duty to make all final decisions related to such reports or recommendations.

F. The school board also may establish such ad hoc committees for specific purposes as it deems appropriate.

G. The school board reserves the right to limit, create or abolish any standing or ad hoc committee as it deems appropriate.

H. A committee of the school board shall not appoint a subcommittee of that committee without approval of the school board.

III. APPOINTMENT OF COMMITTEES

~~A. The school board hereby appoints the following standing committees:~~

~~1. Audit.~~
~~2. Policy.~~
~~3. Building and Grounds.~~
~~4. Negotiations Committee(s) for various employee groups.~~

A ~~B~~. The school board will establish, by resolution, for each standing or ad hoc committee the number of members, ~~the term and the charge or mission of each such committee~~ and the membership term.

B ~~C~~. The school board chair shall appoint the members of each standing or ad hoc committee and designate the chair thereof.

IV. PROCEDURES FOR SCHOOL BOARD COMMITTEES

A. All meetings of committees or subcommittees shall be open to the public in compliance with the Open Meeting Law, and notice shall be given as prescribed by law.

B. A committee or subcommittee shall act only within the guidelines and mission established for that committee or subcommittee by the school board.

C. Actions of a committee or subcommittee shall be ~~by majority vote and be consistent~~ with the governing rules of the school board.

D. The power of a committee or subcommittee of the school board is advisory only and is limited to making recommendations to the school board.

E. A committee or subcommittee of the school board shall, when appropriate, clarify in any dealings with the public that its powers are only advisory to the school board.

Legal References: Minn. Stat. Ch. 13D (Open Meeting Law)

Cross References: MSBA/MASA Model Policy 201 (Legal Status of the School Board)
MSBA/MASA Model Policy 203 (Operation of the School Board – Governing Rules)
MSBA ~~Service Manual,~~ Chapter 13, School Law Bulletin "C" (Minnesota's Open Meeting Law)

Replaces: 8015, 9020, 9025, 9030,9035,9040,9045
First Reading: 03-21-2017 ISD 709
Adopted: 04-18-2017 ISD 709
Updated: 02-27-2018
Updated: 02-24-2020

213 SCHOOL BOARD COMMITTEES BYLAW

I. PURPOSE

The purpose of this Bylaw is to provide for the structure and the operation of committees or subcommittees of the school board.

II. GENERAL STATEMENT OF BYLAW

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B. A school board committee or subcommittee will be formed by school board resolution which shall outline the duties and purpose of the committee or subcommittee.

C. The school board may call a Committee of the Whole meeting for the purpose of discussing pending topics. As these meetings are structured to be discussion meetings, no formal action will be taken by the school board on any topic and the school board will not take voting action during a Committee of the Whole meeting.

D. A committee or subcommittee is advisory in nature and has only such authority as specified by the school board.

E. The school board will receive reports or recommendations from a committee or subcommittee for consideration. The school board, however, retains the right and has the duty to make all final decisions related to such reports or recommendations.

F. The school board also may establish such ad hoc committees for specific purposes as it deems appropriate.

G. The school board reserves the right to limit, create or abolish any standing or ad hoc committee as it deems appropriate.

H. A committee of the school board shall not appoint a subcommittee of that committee without approval of the school board.

III. APPOINTMENT OF COMMITTEES

A. The school board will establish, by resolution, for each standing or ad hoc committee the number of members and the membership term.

B. The school board chair shall appoint the members of each standing or ad hoc committee and designate the chair thereof.

IV. PROCEDURES FOR SCHOOL BOARD COMMITTEES

A. All meetings of committees or subcommittees shall be open to the public in compliance with the Open Meeting Law, and notice shall be given as prescribed by law.

B. A committee or subcommittee shall act only within the guidelines and mission established for that committee or subcommittee by the school board.

C. Actions of a committee or subcommittee shall be consistent with the governing rules of the school board.

D. The power of a committee or subcommittee of the school board is advisory only and is limited to making recommendations to the school board.

E. A committee or subcommittee of the school board shall, when appropriate, clarify in any dealings with the public that its powers are only advisory to the school board.

Legal References: Minn. Stat. Ch. 13D (Open Meeting Law)

Cross References: MSBA/MASA Model Policy 201 (Legal Status of the School Board)
MSBA/MASA Model Policy 203 (Operation of the School Board – Governing Rules)

MSBA Service Manual, Chapter 13, School Law Bulletin "C" (Minnesota's Open Meeting Law)

Replaces: 8015, 9020, 9025, 9030,9035,9040,9045
First Reading: 03-21-2017 ISD 709
Adopted: 04-18-2017 ISD 709
Updated: 02-27-2018
Updated: 02-24-2020

Adopted:_____

Revised:_____

MSBA/MASA Model Policy 213
Orig. 1996
Rev. 2007

213 SCHOOL BOARD COMMITTEES

[Note: Many school boards utilize either standing or ad hoc committees, or both. On the other hand, some school boards avoid the use of committees for the most part because of the danger of fragmentation of the governance process. The objective of this policy is to provide a framework for those school boards which elect to utilize committees or subcommittees. Further, this policy is designed to apply only to committees or subcommittees made up of elected school board members. Other considerations will apply to committees established by the school board involving members of the public, employees, students, parents, etc.]

I. PURPOSE

The purpose of this policy is to provide for the structure and the operation of committees or subcommittees of the school board.

II. GENERAL STATEMENT OF POLICY

A. It is the policy of the school board to designate school board committees or subcommittees when it is determined that a committee process facilitates the mission of the school board.

B. The school board has determined that certain permanent standing committees, as described in this policy, do facilitate the operation of the school board and the school district.

C. A school board committee or subcommittee will be formed by school board resolution which shall outline the duties and purpose of the committee or subcommittee.

D. A committee or subcommittee is advisory in nature and has only such authority as specified by the school board.

E. The school board will receive reports or recommendations from a committee or subcommittee for consideration. The school board, however, retains the right and has the duty to make all final decisions related to such reports or recommendations.

F. The school board also may establish such ad hoc committees for specific purposes as it deems appropriate.

G. The school board reserves the right to limit, create or abolish any standing or ad hoc committee as it deems appropriate.

H. A committee of the school board shall not appoint a subcommittee of that committee without approval of the school board.

III. APPOINTMENT OF COMMITTEES

A. The school board hereby appoints the following standing committees:

1. Audit.

2. Policy.

3. Building and Grounds.

4. Negotiations Committee(s) for various employee groups.

[Note: Each school district should determine which, if any, standing committees the school board wishes to establish.]

B. The school board will establish, by resolution, for each standing or ad hoc committee the number of members, the term and the charge or mission of each such committee.

C. The school board chair shall appoint the members of each standing or ad hoc committee and designate the chair thereof.

IV. PROCEDURES FOR SCHOOL BOARD COMMITTEES

A. All meetings of committees or subcommittees shall be open to the public in compliance with the Open Meeting Law, and notice shall be given as prescribed by law.

B. A committee or subcommittee shall act only within the guidelines and mission established for that committee or subcommittee by the school board.

C. Actions of a committee or subcommittee shall be by majority vote and be consistent with the governing rules of the school board.

D. The committee or subcommittee shall designate a secretary who will record the minutes of actions of the school board committee.

E. The power of a committee or subcommittee of the school board is advisory only and is limited to making recommendations to the school board.

F. A committee or subcommittee of the school board shall, when appropriate, clarify in any dealings with the public that its powers are only advisory to the school board.

Legal References: Minn. Stat. Ch. 13D (Open Meeting Law)

Cross References: MSBA/MASA Model Policy 201 (Legal Status of the School Board)
MSBA/MASA Model Policy 203 (Operation of the School Board – Governing Rules)
MSBA School Law Bulletin "C" (Minnesota's Open Meeting Law)

214 OUT-OF-STATE TRAVEL BY SCHOOL BOARD MEMBERS ~~BYLAW~~

I. PURPOSE

The purpose of this ~~Bylaw~~ policy is to control out-of-state travel by school board members as required by law.

II. GENERAL STATEMENT OF BYLAW

School board members have an obligation to become informed on the proper duties and functions of a school board member, to become familiar with issues that may affect the school district, to acquire a basic understanding of school finance and budgeting, and to acquire sufficient knowledge to comply with federal, state, and local laws, rules, regulations, and school district policies that relate to their functions as school board members. Occasionally, it may be appropriate for school board members to travel out of state to fulfill their obligations.

III. APPROPRIATE TRAVEL

Travel outside the state is appropriate when the school board finds it proper for school board members to acquire knowledge and information necessary to allow them to carry out their responsibilities as school board members. Travel to regional or national meetings of the National School Boards Association is presumed to fulfill this purpose. Travel to all ~~other~~ out-of-state meetings for which the member intends to seek reimbursement from the school district should be preapproved by the school board.

IV. REIMBURSABLE EXPENSES

Expenses to be reimbursed may include transportation, meals, lodging, registration fees, required materials, parking fees, tips, and other reasonable and necessary school district-related travel expenses.

V. REIMBURSEMENT

A. Requests for reimbursement must be itemized on the official school district form and are to be submitted to the designated administrator. Receipts for lodging, commercial transportation, registration, and other reasonable and necessary expenses must be attached to the reimbursement form.

B. Automobile travel shall be reimbursed at the mileage rate set by the Internal Revenue Service ~~school board~~. Commercial transportation shall reflect economy fares and shall be reimbursed only for the actual cost of the trip.

C. Amounts to be reimbursed shall be within the school board's approved budget allocations, including attendance at workshops and conventions.

VI. ESTABLISHMENT OF DIRECTIVES AND GUIDELINES

The superintendent shall develop a schedule of reimbursement rates for school district business expenses, including those expenses requiring advance approval and specific rates of reimbursement. The superintendent shall also develop directives and guidelines to address methods and times for submission of requests for reimbursement.

Legal References: Minn. Stat. § 123B.09, Subd. 2 (~~School Board Member Training~~ Boards of Independent School Districts)
Minn. Stat. § 471.661 (Out-of-State Travel)
Minn. Stat. § 471.665 (Mileage Allowances)
Minn. Op. Atty. Gen. 1035 (Aug. 23, 1999) (Retreat Expenses)
Minn. Op. Atty. Gen. 161b-12 (Aug. 4, 1997) (Transportation Expenses)

Cross References: MSBA/MASA Model Policy 212 (School Board Member Development)
MSBA/MASA Model Policy 412 (Expense Reimbursement)

Replacing: Policies 8020, 8025, 8115
First Reading: 11-17-2015
Adopted: 12-15-2015 ISD709
Updated: 02-27-2018
Reviewed: 01-18-2022
Reviewed:

214 - OUT-OF-STATE TRAVEL BY SCHOOL BOARD MEMBERS BYLAW

I. PURPOSE

The purpose of this Bylaw is to control out-of-state travel by school board members as required by law.

II. GENERAL STATEMENT OF BYLAW

School board members have an obligation to become informed on the proper duties and functions of a school board member, to become familiar with issues that may affect the school district, to acquire a basic understanding of school finance and budgeting, and to acquire sufficient knowledge to comply with federal, state, and local laws, rules, regulations, and school district policies that relate to their functions as school board members. Occasionally, it may be appropriate for school board members to travel out of state to fulfill their obligations.

III. APPROPRIATE TRAVEL

Travel outside the state is appropriate when the school board finds it proper for school board members to acquire knowledge and information necessary to allow them to carry out their responsibilities as school board members. Travel to regional or national meetings of the National School Boards Association is presumed to fulfill this purpose. Travel to all out-of-state meetings for which the member intends to seek reimbursement from the school district should be preapproved by the school board.

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Replacing: Policies 8020, 8025, 8115
First Reading: 11-17-2015
Adopted: 12-15-2015 ISD709
Updated: 02-27-2018
Reviewed: 01-18-2022

214 OUT-OF-STATE TRAVEL BY SCHOOL BOARD MEMBERS

[Note: School districts are required by statute to adopt a policy addressing this issue.]

I. PURPOSE

The purpose of this policy is to control out-of-state travel by school board members as required by law.

II. GENERAL STATEMENT OF POLICY

School board members have an obligation to become informed on the proper duties and functions of a school board member, to become familiar with issues that may affect the school district, to acquire a basic understanding of school finance and budgeting, and to acquire sufficient knowledge to comply with federal, state, and local laws, rules, regulations, and school district policies that relate to their functions as school board members. Occasionally, it may be appropriate for school board members to travel out of state to fulfill their obligations.

III. APPROPRIATE TRAVEL

Travel outside the state is appropriate when the school board finds it proper for school board members to acquire knowledge and information necessary to allow them to carry out their responsibilities as school board members. ~~Travel to regional or national meetings of the National School Boards Association is presumed to fulfill this purpose.~~ Travel to other out-of-state meetings for which the member intends to seek reimbursement from the school district should be preapproved by the school board.

IV. REIMBURSABLE EXPENSES

Expenses to be reimbursed may include transportation, meals, lodging, registration fees, required materials, parking fees, tips, and other reasonable and necessary school district-related expenses.

V. REIMBURSEMENT

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B. Automobile travel shall be reimbursed at the mileage rate set by the school board. Commercial transportation shall reflect economy fares and shall be reimbursed only for the actual cost of the trip.

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Building bridges through lifelong learning

Duluth Public Schools
Facilities Use Guidelines and Procedures

School Board Policy 902

https://www.isd709.org/community/facilities-use

The following guidelines have been established for the use of Duluth Public Schools' facilities by our students and staff, our extracurricular programs and community members.

The district reserves the right to adjust these guidelines to fit unique circumstances as determined by the Superintendent and School Board.

Effective Date: July 1st, 2024

Community Use of School Policy Statement
The School Board, being aware of the large capital investment the community has in school facilities, has determined that the community should receive maximum return for this investment. The introduction of the community education program has been made in pursuit of this objective.The policy is further extended to the use of school buildings and facilities by community groups in the promotion of school, civic, or social goals.

Public school facilities exist primarily for the purpose of serving the educational needs of the youth in the community. No group or organization will be scheduled if requested use interferes with regular school programs or school sponsored activities. The school district will determine the most appropriate and available use of the district's facility space.

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Policy 902 - Use of School District Facilities and Equipment

I. PURPOSE

The purpose of this policy is to provide guidelines for community use of school facilities and equipment.

II. GENERAL STATEMENT OF POLICY

The School Board encourages maximum use of school facilities and equipment for community purposes if, in its judgment, that use will not interfere with use for school purposes.

III. SCHEDULED COMMUNITY EDUCATION CLASSES AND ACTIVITIES

A. The school district administration shall be charged with the process of scheduling rooms and special areas for community education classes and activities planned to be offered during each session.

B. Procedures for providing publicity, registration, and collection of fees shall be the responsibility of the school district administration.

C. Registration fees may be structured to include a pro-rata portion of costs for custodial services that may be needed.

IV. GENERAL COMMUNITY USE OF SCHOOL FACILITIES

A. The School Board may authorize the use of school facilities by community groups or individuals. It may impose reasonable regulations and conditions upon the use of school facilities as it deems appropriate.

B. Requests for use of school facilities by community groups or individuals shall be made through the school district community education office. The district will present recommended procedures for the processing and review of requests to the School Board. Upon approval by the School Board, such procedures shall be an addendum to this policy.

C. The School Board may require a rental fee for the use of school facilities. Such fee may include the cost of custodial, technician, and supervisory service if deemed necessary. Rates and charges for the use of school facilities shall be uniformly made to all organizations according to the rate schedule. It may also require a deposit or surety

bond for the proper use and repair of damage to school facilities. A rental fee schedule, deposit or surety bond schedule, and payment procedure shall be presented for review and approval by the School Board.

D. When emergencies or unusual circumstances arise that necessitate rescheduling the use of school facilities, every effort will be made to find acceptable alternative meeting space.

E. ISD 709 Group Classification and Priority List

a. Class I

- 709 District Groups
- School sponsored Pre-K – 12 programs, classes, co-curricular activities, meetings
- Community Education Programming*
- Duluth Pre-School
- Early Childhood and Family Education
- Professional Development
- KeyZone – district affiliated after school programming
- PTO/PTA groups
- District affiliated athletic booster clubs

Class I users shall not be required to pay a permit fee or a facility use fee, but they may be required to reimburse the district for staff costs or other expenses directly attributable to the activity. ISD 709 Employees are not permitted to rent district space to conduct activities for their own private profit.

b. Class II

- Non-profit, tax-exempt youth community groups and organizations with at least 70% ISD 709 resident participants.
- Scout groups, 4-H, Duluth Community School Collaborative, Valley Youth Center
- District Area Athletic Associations (serving youth aged 18 and under)
- Groups sponsored by the City of Duluth, St. Louis County, State of Minnesota, or any federal government group.
- Non-profit, tax-exempt community groups related to political groups

(caucuses, polling, or elections), but not to host events that charge admission or are fundraising in nature.

- Duluth based colleges and universities.

c. Class III

- Non-profit, tax-exempt groups and organizations within ISD 709 district boundaries that use school facilities for events to raise money and/or charge admission (youth athletic tournaments, fundraisers).
- This does not include charging admission to cover direct activity expenses.
- Other non-profit, tax-exempt organizations and businesses, as well as, residents, and neighborhood groups within ISD 709 district boundaries.
- Duluth based private and charter schools, religious groups, and groups containing less than 70% ISD 709 serving resident participants.
- Non-Duluth based non-profits, schools, colleges and universities, youth sport and athletic associations.

d. Class IV

- Commercial and for-profit groups and individuals

V. USE OF SCHOOL EQUIPMENT

The administration will present a procedure to the School Board for review and approval regarding the type of equipment that is available for community use, the extent to which it may be utilized, and the manner by which it may be scheduled for use and any charges to be made relating thereto. Upon approval of the School Board, such procedure shall be an addendum to this policy.

VI. RULES FOR USE OF FACILITIES AND EQUIPMENT

The School Board expects members of the community who use facilities and equipment to do so with respect for school district property and an understanding of proper use. Individuals and groups shall be responsible for damage to facilities and equipment. In order to hold activities on district property, individuals, groups and/or organizations that are not ISD 709 school or district affiliated groups must provide proof of liability insurance that releases the school district from liability for any incident that might occur while the group is on district property. Any group with an issued permit must submit a Certificate of Insurance verifying liability insurance covering up to $1,000,000.

Legal References: Minn. Stat. § 123B.51 (Schoolhouses and Sites; Uses for School and Non School Purposes; Closings)

Cross References: MSBA/MASA Model Policy 801 (Equal Access to School Facilities)
MSBA/MASA Model Policy 901 (Community Education)

Replacing: Policies 1130, 1130.1R, 1130.2R, 1130.3R, 1130.4R
First Reading:
Second Reading:
Adopted:

Process & Procedures for Scheduling School District Facilities

Contact Information:

Danielle Sonday, Facilities Use Coordinator

Email: facilitiesrequest@isd709.org

Phone: 218-336-8760 x4

Office: Facilities Management Building

713 Portia Johnson Drive, Door F, Duluth, MN 55811

All facility requests are to be made online following the facility use request process found on the district website: https://www.isd709.org/community/facilities-use

Permits:
Online requests are to be electronically submitted and signed five (5) business days prior to the event, requests made less than 5 days in advance will be considered as space and personnel allow. Each group is required to have the approved permit available for review during the event. In addition, the electronic signature is part of the requirement for securing a space with Duluth Public Schools. Permit holders must be at least 18 years old.

Insurance:
Applicants and/or organizations agree to assume all responsibility for damage or liability of any kind and further agree to hold harmless Independent School District 709 from any liability and/or expense in connection with the use of the school facilities. The district may require the applicant and/or organization to furnish a Certificate of Liability/Property Insurance in the amount of $1,000,000 combined, single limit, for general liability, naming the school district as an additional insured.

Tax Exempt Status:
For tax exempt users, a completed Certificate of Exemption—MN Revenue Form ST 3 must accompany your request. This may be submitted by email to facilitiesrequest@isd709.org.

Right of Refusal:
The school district reserves the right to cancel any reservations should district needs arise. Regular school activities and organizations of the school district shall have first priority in the use of any facility.

Invoice Payment:
Payment for use of facilities, equipment, and district personnel fees are due immediately upon receipt of the billing statement. Contract holders with unpaid invoices of 60 days or more will not be allowed to reserve district facilities until the account has been settled.

Community Use Rules and Regulations

Rules and regulations exist to protect property owned by our school district, and to ensure safety to users. The following rules are to be adhered to when using school district facilities, grounds and equipment in accordance with Minnesota School Board Association Policy 902. It is the facility user group's responsibility to communicate these rules and regulations to their leaders, participants and spectators.

- Regular school activities, programs and organizations shall have first priority in the use of any district facility or grounds.
- After the Facility Use Permit has been approved by the facility scheduler and signed by the requestor, it becomes an agreement with the requestor and/or the organization.
- Contract holders cannot sublet or transfer their rights and privileges to any other individual, group, business or organization.
- If any damage is found after a group has used the district facilities, grounds or equipment, the group scheduled will be held responsible for the cost of repair or replacement of any items damaged, lost or stolen from school district property.
- Facility user groups will be responsible for leaving the facilities and property in the same condition or better as upon arrival (including returning furniture to original configuration and any other clean up needed).
- The Facility Use Permit is granted for specific dates, equipment, room or areas of building for specific periods of time and for specific uses including the nearest restrooms and drinking fountain. Using a building for other purposes, using additional facilities, loitering in other areas, entering or remaining in the building beyond the allotted time will be considered as unauthorized use of the facilities.
- Additional charges may be added to the facility use fee as well as denial of future use.
- Any propping of doors, or doors remaining open during the time of your event will result in denial of future facility use requests.
- For use of kitchens (food service areas), classrooms with cooking facilities, stadium, pools, sound booths, lighting booths and all related technology equipment usage will require appropriate district trained personnel and/or permission. The facility user group will be billed at the current hourly rate. Use of computer facilities must comply with the district's Internet Acceptable Use Guidelines as defined in Policy 524.
- Facility user groups receiving approval to use district facilities, grounds and equipment are responsible for ensuring adequate supervision for the approved activity. For safety reasons, no children will be allowed entrance to a building until a responsible adult is in attendance and ready to take charge of the group. The adult responsible for the activity must remain with the group the entire time that they are in the building and must not leave until he/she is certain that all members of his/her group are out of the building and picked up by parents/guardians.
- The adult responsible for the activity is also accountable for the conduct and behavior of both participants and spectators. Responsibility includes enforcing rules and regulations

as well as restricting group activity to the areas listed on the facility use permit. All children must be under parental/leader supervision. Running or ball play is not permitted outside of the gym.

Cancellations and No-Shows

If a permit needs to be canceled, please contact the Community Education office as soon as possible. Last minute cancellations should notify the Community Education office and call the site's engineer office. Phone numbers can be found in the ISD 709 Buildings and Locations section of this document.

The district reserves the right to charge a cancellation fee and/or full payment if cancellation is not requested 7 days prior to the event or for no-shows.

Exceptions are for weather related cancellation or canceled by ISD 709. There will be no charge for cancellations for these reasons.

The district will make every effort to provide alternative locations or reschedule the event.

Equipment Use

Use of ISD 709 equipment such as athletic equipment, sound and lighting equipment, instruments, etc., may require a rental fee. All fees will be pre-approved and listed on the group's facility use permit.

A group will be charged if damages of ISD 709 equipment results from non-supervision of those in attendance, carelessness, inappropriate use of equipment, etc.

Custodial Services

Events that require special or heavy set-up or clean-up, involve meals, are large enough to require the cleaning of public areas and/or rest rooms, or involve other issues requiring custodial support will have a custodian assigned and the group will be responsible for the cost. Cost is dependent on space rented. Renters scheduling events that extend beyond the custodian's normal work schedule will pay overtime rates.

District 709 Policies and Procedures

Duluth Public Schools policies, local and state ordinances and laws, and fire codes pertaining to the use of public facilities must be observed. Copies of all school district policies are available online athttps://www.isd709.org/about-us/policies. Policies include but are not limited to the following:

- Duluth Public Schools are tobacco free. Use of tobacco products is prohibited on
- school district property including buildings and grounds as defined in Policy 419.
- Possession or consumption of intoxicating beverages or illegal substances, (drugs) of any form is prohibited on school district property including facilities and grounds as defined in Policy 418.
- No weapons or look-a-like weapons, as defined in Policy 501, shall be allowed on school property for any reason other than in conjunction with an authorized firearm safety program with the exception of legally authorized officials.
- Facility user groups agree to go over any safety concerns and rules related to the scheduled activity including proper sportsmanship, location of fire extinguishers, and proper use of equipment. Facility user groups must furnish their own first aid kits and instructional supplies.
- The district prohibits all forms of harassment and violence as defined in Policy 413.
- If a fire alarm sounds in any area of a building the entire building must be evacuated according to evacuation maps posted in each room near the exits.
- If an alarm sounds related to tornado warning the entire building must take cover in the nearest location as indicated on maps posted in each room/space.
- Consumption of food (including snacks and refreshments) and beverages in school facilities is allowed in designated areas only, this does not include instructional areas, gymnasiums, auditoriums, and other special use rooms.
- Disorderly conduct is prohibited and punishable by ejection from the facility or grounds. This includes inappropriate communication and disrespect for authority, event supervisor and/or custodian by group leaders and/or participants of a group. The proper authorities will be notified. Law enforcement may be called to intervene.
- Parking is allowed in designated areas only.

ISD 709 Group Classification and Priority List

Class I

- 709 District Groups
- School sponsored Pre-K – 12 programs, classes, co-curricular activities, meetings
- Community Education Programming*
- Duluth Pre-School
- Early Childhood and Family Education
- Professional Development
- KeyZone – district affiliated after school programming
- PTO/PTA groups
- District affiliated athletic booster clubs

Class I users shall not be required to pay a permit fee or a facility use fee, but they may be required to reimburse the district for staff costs or other expenses directly attributable to the activity. ISD 709 Employees are not permitted to rent district space to conduct activities for their own private profit.

Class II

- Non-profit, tax-exempt youth community groups and organizations with at least 70% ISD 709 resident participants.
- Scout groups, 4-H, Duluth Community School Collaborative, Valley Youth Center
- District Area Athletic Associations (serving youth aged 18 and under)
- Groups sponsored by the City of Duluth, St. Louis County, State of Minnesota, or any federal government group.
- Non-profit, tax-exempt community groups related to political groups (caucuses, polling, or elections), but not to host events that charge admission or are fundraising in nature.
- Duluth based colleges and universities.

Class III

- Non-profit, tax-exempt groups and organizations within ISD 709 district boundaries that use school facilities for events to raise money and/or charge admission (youth athletic tournaments, fundraisers).
- This does not include charging admission to cover direct activity expenses.
- Other non-profit, tax-exempt organizations and businesses, as well as, residents, and neighborhood groups within ISD 709 district boundaries.
- Duluth based private and charter schools, religious groups, and groups containing less than 70% ISD 709 serving resident participants.
- Non-Duluth based non-profits, schools, colleges and universities, youth sport and athletic associations.

Class IV

- Commercial and for-profit groups and individuals

Special Use Areas: Pools, Kitchens, Athletic Fields/Gyms, etc.

Swimming Pools

Maximum number using the pool facility is limited to fifty (50).

Any clean swimsuit (except wool) may be worn. Cut-offs, shirts, blouses and casual wear shorts are not permitted. Participants shall provide their own towels.

Permission for use of any foreign objects in the pool shall be granted only when necessary for training which leads to certification or for classes offered/approved by the School District. Approval shall be obtained in advance from the Facilities Use Coordinator or Aquatics Manager.

The following rules shall be adhered to by all groups using pool facilities:

- Take a hot soap shower, without a suit, before and after swimming.
- Use lavatories before swimming.
- Remove bandages, plasters, tape, bobby pins, and gum before entering the pool.
- Enter and leave the water at lifeguard's request.
- Avoid all forms of dangerous activities including running, pushing, "dunking," throwing objects, and hanging on diving boards, platforms, or blocks.
- Remain out of the diving area while the diving board is used. Stay off the diving board when occupied by another person. Take only one bounce when diving. Wait until others are out of the diving area before completing a dive. Swim straight out of the diving area after completing a dive.
- Report illness or injury to a lifeguard or swimming instructor.
- Stay in the pool area suited to the swimmer's ability or area designated by a lifeguard or swimming instructor.
- The use of gum, food, and drinks of any kind in the pool area is prohibited and shall be enforced by the lifeguard.
- Inner tubes and other inflated objects, towels, and metal objects are not permitted.
- The lifeguard will allow the use of diving bricks, rings, flutter boards, and swimming fins as part of the regular instruction. Goggles, aqua lungs, skin-diving equipment and snorkels shall be used only when qualified instructors are present and preliminary approval granted.
- A first-aid kit shall be available for preliminary first aid.
- Feats of daring, exhibition, rowdiness, and spouting of water are prohibited.
- Groups or individuals using the pool and/or gym are responsible for their own valuables.

Kitchen and Cafeteria Areas, Food Sales, and Concessions

The principal and Facilities Use Coordinator will grant permission for the use of cafeterias. The organization/individual will pay for any damages. All machinery and technical equipment shall be operated by regular food service employees at the expense of the organization. Certified staff shall be on-site at all times with kitchen use.

Child Nutrition personnel employed by the renting organization shall be reimbursed at a rate of pay determined by the School Board. Banquets or special dinners may be served in the school cafeterias for school-related functions. The cost of these services shall be paid by the group using said facilities.

All federal, state, and St. Louis County Health Department rules and regulations governing food service shall be adhered to. Items bought from a licensed bakery, grocery store, or other commercial kitchens may be allowed.

The permit holder shall comply with the following restrictions:

- No home-canned products including vegetables, meat, poultry, fish or shellfish, or homemade sausage shall be sold or served.
- None of the following potentially hazardous food shall be prepared in private homes and brought into school buildings for consumption:
    - Casseroles containing meat, fish or poultry.
    - Baked ham, roasted poultry, roasted pork.
    - Salads and sandwiches containing meat, fish, poultry or eggs.
    - Milk-based cream pies, including banana cream, Boston cream, butterscotch, chocolate, coconut cream or other milk-based mixtures.
    - Custard-filled pastries including éclairs and cream puffs or other custard filled products.
- Potluck style foods and events are not allowed.
- Dishes and silverware of the cafeteria may be used. However, it shall be the responsibility of the organization, under the direction of the food service personnel, to return, clean, and store items in the same manner as before usage.

Bake Sales

Any bake sale must be approved by the district and hold a permit from the Community Education Department. All items sold shall adhere to the restrictions above and only sell non-potentially hazardous food items. A sign needs to be posted (see #48 on the MN Department of Agriculture's Cottage Food Law Guidance for the sign for non-potentially hazardous foods). According to MN State Law 28A.152, an individual selling allowable foods under this section is limited to total sales with gross receipts of $78,000 or less in a calendar year.

MN Department of Agriculture Cottage Food Law:
https://www.mda.state.mn.us/food-feed/cottage-food-law-guidance

Independent Concession Stand Operation
Any and all service of food to the public must be licensed. The practice of student or parent booster clubs, activity clubs, or class groups preparing or selling food at games, activities, or for class projects, etc., is not allowed without the proper food license and approval from the district. All license requirements must be met and provided to the Duluth Public School District prior to any and all events along with obtaining a facility use permit from Community Education. Any food or drink item to be sold must meet all federal, state, and St. Louis County Health Department rules and regulations governing food service.

To come into compliance, groups will need to either:

- Obtain a special event license to sell food.
- Construct a seasonal food permanent food stand with all commercial equipment.

Information for the Special Events Food Stand Licence can be found here:
https://www.mda.state.mn.us/special-event-food-stand-license-application-guide

Regular School Libraries

School libraries are geared to school curriculum and not general public use. Should a community feel it important to open a local school library, the following usage procedure is required:

- A request for library facility usage shall be filed with the principal and Facilities Use Coordinator and coordinated with the school librarian.
- No person may check materials out of the library or remove items from that space.
- Any individual, group, or organization shall be responsible for replacing any materials lost, damaged or destroyed during use of the library facility.

Industrial Arts Facilities

The industrial arts teacher shall be responsible for all equipment in an industrial arts facility. Programs using industrial arts facilities shall be approved by the Community Education Office.

School Grounds and Athletic Fields

Application for the use of playgrounds and athletic fields shall be made in the same manner as for the use of buildings and facilities.

The applicant shall provide police and/or fire supervision for those activities where it is deemed necessary by the Facilities Use Coordinator.

Professional contests shall not be played on school athletic fields or playgrounds without School Board approval.

Gymnasiums

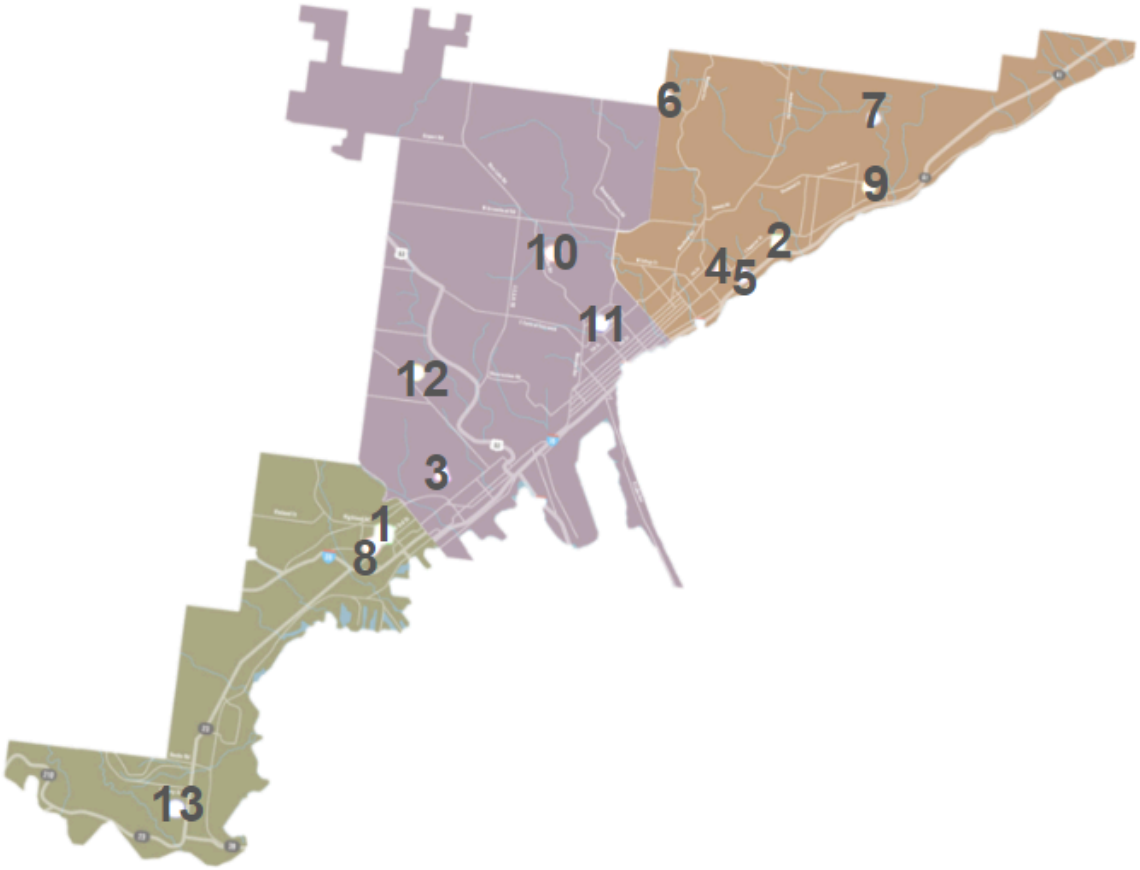
Gymnasiums may be used by organizations for recreation and instruction purposes.

- No instructor, member of a gymnasium class, or visitor shall be permitted on the playing portion of the floor wearing street shoes.
- Each leader shall use reasonable caution to see that snow, water, or dirt are removed from shoes before admittance to the gymnasium.
- Each leader shall be held responsible for enforcement of all safety and security regulations.
- Each leader shall conduct only those gymnasium activities that are meaningful and within the physical capabilities of the students/adults expected to perform them.
- Use of school district owned physical education and athletic equipment and supplies will be permitted if authorized by the principal, gym teachers, or Facilities Use Coordinator.
- Use of physical education apparatus is permitted only when a leader competent to instruct in its use is present and use has prior approval of the principal, gym teachers, or Facilities Use Coordinator.

ISD 709 Buildings and Locations

	School	Address	School Number	Engineer Ext.
1	Denfeld HS	401 N 40th Ave W 55807	218-336-8830	x 1932
2	East HS	301 N 40th Ave E 55804	218-336-8845	x 2146
3	Lincoln Park MS	3215 W 3rd St 55807	218-336-8880	x 3285
4	Ordean MS	2900 E 4th St 55812	218-336-8940	x 4111
5	Congdon Park ES	3116 E. Superior St 55812	218-336-8825	x 1834
6	Homecroft ES	4784 Howard Gnesen Rd 55803	218-336-8865	x 2542
7	Lakewood ES	5207 N Tischer Rd 55804	218-336-8870	x 2620
8	Laura MacArthur	720 N Central Ave 55807	218-336-8900	x 3112
9	Lester Park ES	5300 Glenwood St 55804	218-336-8875	x 2655
10	Lowell ES	2000 Rice Lake Rd 55811	218-336-8895	x 2974
11	Myers-Wilkins ES	1027 N 8th Ave E 55805	218-336-8860	x 2443
12	Piedmont ES	2827 Chambersburg Ave 55811	218-336-8950	x 2735
13	Stowe ES	715 - 101st Ave W 55808	218-336-8965	x 3919

Map of Duluth and School Locations



Dates with Meeting Restrictions 2024-2025

January 1, 2024	New Year's Day Holiday	No school, no meetings
January 15, 2024	Martin Luther King, Jr.'s Birthday Observed *	No meetings
February 19, 2024	Presidents' Day *	No meetings
February 27, 2024	Precinct Caucus Day	No meetings or activities after 6:00 p.m.
March 5, 2024	Presidential Nomination Primary	No meetings or activities 6:00 p.m. – 8:00 p.m.
March 12, 2024	Township Election Day (if applicable)	No meetings or activities 6:00 p.m. - 8:00 p.m.
May 27, 2024	Memorial Day	No school, no meetings
June 19, 2024	**Juneteenth** ^	No school, no meetings
July 4, 2024	Independence Day	No school, no meetings
August 13, 2024	Primary Election Day	No meetings or activities 6:00 p.m. - 8:00 p.m.
September 2, 2024	Labor Day	No school, no meetings
October 14, 2024	**Indigenous Peoples Day** (Optional Holiday) ^^	No meetings if this is a school district holiday
November 5, 2024	Election Day	No meetings or activities 6:00 p.m. – 8:00 p.m.
November 11, 2024	Veterans Day	No meetings
November 28, 2024	Thanksgiving Day	No school, no meetings
November 29, 2024	Day After Thanksgiving (Optional Holiday)	No meetings if this is a school district holiday
December 25, 2024	Christmas Day	No school, no meetings
January 1, 2025	New Year's Day Holiday	No school, no meetings
January 20, 2025	Martin Luther King, Jr.'s Birthday Observed *	No meetings

February 17, 2025	Presidents' Day *	No meetings
March 11, 2025	Township Election Day (if applicable)	No meetings or activities 6:00 p.m. - 8:00 p.m.
May 26, 2025	Memorial Day	No school, no meetings
June 19, 2025	**Juneteenth** ^	No school, no meetings

* Minnesota Statutes Section 645.44 list dates that are "holidays" under state law. Minnesota's political subdivisions have the option of determining whether Indigenous Peoples Day or the Friday after Thanksgiving shall be holidays. Where it is determined that either day is not a holiday, public business may be conducted.

If the date is determined to be a school day, it must be reflected in the teacher's contract. If Martin Luther King's birthday, Presidents Day, Veterans Day is determined to be a school day, at least one hour of the school program must be devoted to a patriotic observance of the day. For more information, see Minnesota Statutes Section 120A.42 (*Conduct of School on Certain Holidays*).

When the following holidays fall on a **Saturday**, the holiday is observed on the preceding **Friday**; when the following holidays fall on a **Sunday**, the holiday is observed on the following **Monday**:

New Year's Day (January 1) Veterans Day (November 11)
Juneteenth (June 19) [new] Christmas Day (December 25)
Independence Day (July 4)

Juneteenth ^
On Juneteenth (June 19), "public schools may offer instruction and programs on the occasion." For more information, see Minnesota Statutes 10.55 (*Juneteenth*). The Minnesota Department of Education takes the position that school may not be offered on this holiday. MSBA continues to work with MDE to determine the "instruction and programs on the occasion" that may be offered.

Indigenous Peoples Day ^^
In 2023, the Minnesota legislature replaced Christopher Columbus Day (the second Monday in October) with Indigenous Peoples Day. All references to "Christopher Columbus Day" or "Columbus Day" are to be changed to "Indigenous Peoples Day" in Minnesota Statutes and Minnesota Rules. Thus, the conditions set forth in Minnesota Statutes Section 120A.42
(*Conduct of School on Certain Holidays*) continue to apply on this date.

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HR / Business Services Committee
Duluth Public Schools, ISD 709
Agenda
Monday, May 13, 2024
District Services Center
709 Portia Johnson Dr.
Duluth, MN 55811
4:30 PM

1. **Guest Presentations for this Meeting - Bryan Brown, Manager of Facilities - Summer Construction Update**
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 7
      3) Facilities Department Report 8
      4) Technology Department Report 11
      5) Transportation Department Report 13
3. **Recommended Resolutions**
   A. B-5-24-4027 - Acceptance of Donations to Duluth Public Schools 14
   B. B-5-24-4028 - Designation of the Superintendent as the Identified Official with Authority (IOwA) for MN Dept. of Education (MDE) EDIAM Financial 15
4. **Consent Agenda**
   A. HR Staffing Report 16
   B. Finances
      1) Financial Report 18
      2) Fundraisers 20
   C. Bids, RFPs, and Quotes
      1) BID #1322 Dairy 21
      2) BID #1317 Food Requirement Extension 22
   D. Contracts, Change Orders and Leases - None
5. **Miscellaneous Informational Items (no action required)**
   A. Expenditure Contracts 24
   B. No Cost Contracts 123
   C. Revenue Contracts 138
   D. Grant Applications 149

Human Resources Report Summary
May 2024 Activities

Staffing Updates:
Number of staffing changes received by HR during the month of April. This is a summary of the consent agenda.

	Certified	Non-Certified
# New Hires	4	16
# Retirements	4	5
# Resignations	7	11
# Leave of Absences	13	7

HR Department Updates:
Human Resource staff attended the East High School Hiring Fair on April 26th and the Denfeld Hiring Fair on May 7th. It was an excellent experience for the HR staff to meet with students about potential career opportunities with the district. It was also wonderful to connect with staff and help answer any HR questions.

Human Resources also attended job fairs hosted by Northeast MN Office of Job Training on April 16 at Black Bear Casino and April 25 at Iron Trail Motors Event Center in Virginia, MN. In addition, we attended the monthly job fair at the CareerForce Center on May 1, and are scheduled to participate in their June, July and August job fairs and will also be featured as the Business of the Day later this summer. We are also scheduled to have tables at the Carlton County Job Fair, the Juneteenth Celebration and Unity in the Community. For these fairs, we focus more on promoting non-certified staffing positions, such as bus drivers and helpers, maintenance positions, paraprofessional positions and food service workers.

Benefits Updates: The Benefits Department hosted their first ever Employee Wellness Fair on May 8th. There were vendors from the community, as well as our business and benefit partners.

Health Insurance Open Enrollment ran from April 29th through May 10th, with a July 1st effective date.

Hiring Updates:

To date for the 24-25 school year, we have posted 128 certified openings and have filled 78.

Certified:
For 24-25 school year:
Teachers
- *Elementary (1)*
- *Special Education (2)*

To date for the 24-25 school year, we have posted 59 non-certified openings and have filled 39.

Non-Certified:
Clerical (1)
Maintenance (13)
- *Custodian I (4)*
- *Engineer II (2)*
- *Master Electrician (1)*
- *Second Shift Engineer I (4)*
- *Second Shift Engineer II (2)*

Transportation (7)
- *School Bus Driver II (4)*
- *School Bus Helper (2)*
- *Temporary Van Driver (1)*

Playground/Cafeteria Monitor(6)
Paraprofessionals (15)
- *Mental Health Practitioner (3)*
- *Preschool Program Paraprofessional*
- *Sign Language Facilitator (3)*
- *Sp. Ed. Building Wide Paraprofessional (3)*
- *Sp. Ed. Program Paraprofessional (2)*
- *Sp. Ed. Student Spec. Paraprofessional (4)*

Contract Negotiations:

We are active in negotiations with the Education Directors Association, and have started negotiations with both the Clerical Unit and the National Conference of Firemen and Oilers.

Upcoming negotiation dates are as follows:

Education Directors	May 13
National Conference of Firemen and Oilers	May 13 and 16
Clerical Unit	May 15, 22 and 29

We are still waiting to start the process for July 1, 2023 contract expiration with the District-Wide Instructional Administrators Association. They have not yet requested to negotiate.

2023-2024 School	Total Enroll	Total Gr 1-5	K	1	2	3	4	5	6	7	8	9	10	11	12
Congdon Park 435	476.00	396.00	80.00	67.00	69.00	82.00	91.00	87.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Homecroft 475	438.00	372.00	66.00	75.00	75.00	75.00	78.00	69.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lakewood 500	246.00	210.00	36.00	41.00	46.00	48.00	38.00	37.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lester Park 510	525.00	442.00	83.00	102.00	75.00	83.00	86.00	96.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lowell 520	301.50	248.50	53.00	51.50	56.00	45.00	53.00	43.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lowell Sp Immersion 521	331.00	274.00	57.00	63.00	59.00	52.00	47.00	53.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MacArthur 525	285.00	238.00	47.00	45.00	54.00	46.00	42.00	51.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Myers Wilkins 540	308.00	255.00	53.00	50.00	48.00	56.00	49.00	52.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Piedmont 550	396.00	318.00	78.00	73.00	62.00	67.00	55.00	61.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Stowe 565	226.00	185.00	41.00	43.00	32.00	40.00	36.00	34.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lincoln Middle 225	617.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	233.75	183.00	200.75	0.00	0.00	0.00	0.00
Ordean East Middle 335	1096.85	0.00	0.00	0.00	0.00	0.00	0.00	0.00	369.45	344.85	382.55	0.00	0.00	0.00	0.00
AE Online 650	178.63								2.40	1.30	3.55	33.06	43.10	55.15	40.07
Denfeld 215	899.25								0.00	0.00	0.00	247.60	265.90	186.85	198.90
East 220	1384.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	373.15	352.95	337.60	321.00
Merritt Creek Academy 81	83.85	33.00	6.00	3.00	3.00	11.00	6.00	10.00	9.30	8.55	8.00	8.00	7.00	3.00	1.00
ALC 611	75.55	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	12.85	37.00	24.70
Chester Creek Academy 575	31.00	21.00	1.00	1.00	4.00	6.00	7.00	3.00	3.00	2.00	0.00	2.00	2.00	0.00	0.00
Rock Ridge Academy 580	38.21	13.00	2.00	5.00	0.00	3.00	1.00	4.00	3.40	1.70	7.33	5.68	4.40	0.70	0.00
Arrowhead Academy 605	15.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	0.00	5.00	6.00	1.00	2.00
Bethany Crisis Shelter 615	0.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.25	0.00	0.00	0.00
Hospitals 630	20.00	2.00	0.00	0.00	0.00	0.00	0.00	2.00	1.00	1.00	4.00	1.00	4.00	6.00	1.00
The Bridge 950	14.85	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	14.85
Total:	7988.14	3007.50	603.00	619.50	583.00	614.00	589.00	602.00	622.30	543.40	606.18	676.74	698.20	627.30	603.52

625 students
43 Open Enrolled, 66 FT Residents, 516 PT Residents
average enrollment 0.29 or 2 classes

2023-2024
Month to Month Enrollment Changes by School

Month to Month	EOY	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Current	MtoM	YTD	FROM
2023-2024	**22-23**	**Sept**	**Oct**	**Nov**	**Dec**	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Month Dif**	**Net**		**Current Month-EOY**
Congdon Park 435	458.00	473.00	471.00	477.00	480.00	474.00	479.00	475.00	475.00	476.00	0.00	1.00		3.00	18.00
Homecroft 475	404.00	435.00	435.00	435.00	434.00	434.00	434.00	436.00	437.00	438.00	0.00	1.00		3.00	34.00
Lakewood 500	253.00	247.00	246.00	246.00	248.00	248.00	246.00	246.00	247.00	246.00	0.00	-1.00		-1.00	-7.00
Lester Park 510	577.00	529.00	527.33	524.00	522.00	523.00	525.00	523.00	527.00	525.00	0.00	-2.00		-4.00	-52.00
Lowell 520	274.00	304.00	305.00	303.00	300.00	300.50	299.50	299.50	301.50	301.50	0.00	0.00		-2.50	27.50
Lowell Immersion 521	322.00	343.00	342.00	340.00	336.00	334.00	332.00	331.00	331.00	331.00	0.00	0.00		-12.00	9.00
MacArthur 525	291.00	290.00	290.00	290.00	286.00	288.00	288.00	287.00	289.00	285.00	0.00	-4.00		-5.00	-6.00
Myers Wilkins 540	315.83	319.00	320.66	322.00	326.33	327.00	323.00	313.00	309.00	308.00	0.00	-1.00		-11.00	-7.83
Piedmont 550	409.00	396.00	397.00	396.00	394.00	393.00	390.00	390.00	395.00	396.00	0.00	1.00		0.00	-13.00
Stowe 565	232.00	226.00	225.00	222.00	223.00	222.00	219.00	224.00	224.00	226.00	0.00	2.00	-3.00	0.00	-6.00
Lincoln Middle 225	592.55	630.00	627.40	633.00	626.73	630.15	625.15	624.00	624.40	617.50	0.00	-6.90		-12.50	24.95
Ordean East Middle 335	1058.83	1101.60	1094.65	1110.40	1110.85	1107.85	1101.63	1104.00	1094.55	1096.85	0.00	2.30	-4.60	-4.75	38.02
AE Online 650	164.51	94.25	124.68	125.78	139.04	136.49	192.35	186.58	180.33	178.63	0.00	-1.70		84.38	14.12
Denfeld 215	888.35	968.20	951.20	972.80	952.15	944.45	916.25	913.15	910.20	899.25	0.00	-10.95		-68.95	10.90
East 220	1389.25	1567.00	1484.18	1469.00	1456.30	1453.90	1410.15	1400.85	1387.60	1384.70	0.00	-2.90	-15.55	-182.30	-4.55
Merritt Creek Academy 81	83.78	85.00	82.62	86.75	80.78	77.60	84.45	84.60	82.55	83.85	0.00	1.30		-1.15	0.07
ALC Seat Based 611	86.70	96.00	82.55	78.55	73.55	67.15	72.70	73.70	76.55	75.55	0.00	-1.00		-20.45	-11.15
Chester Creek Academy 575	47.33	32.00	32.00	30.00	29.00	29.00	31.00	30.00	32.00	31.00	0.00	-1.00		-1.00	-16.33
WHA RRA 580	27.45	49.00	51.00	48.70	45.00	43.75	44.70	41.80	37.85	38.21	0.00	0.36		-10.79	10.76
Arrowhead Academy 605	21.00	14.00	15.00	15.00	15.00	17.00	19.00	22.00	17.00	15.00	0.00	-2.00		1.00	-6.00
Bethany Crisis Shelter 615	0.25	0.25	0.25	0.25	0.00	0.00	2.00	0.75	0.25	0.25	0.00	0.00		0.00	0.00
Hospitals 630	23.00	10.00	14.00	16.00	22.00	9.00	19.00	18.00	19.00	20.00	0.00	1.00		10.00	-3.00
The Bridge 950	10.00	18.00	17.85	17.85	18.00	18.00	14.85	14.85	14.85	14.85	0.00	0.00	-1.34	-3.15	4.85
Total:	7928.83	8227.30	8136.37	8159.08	8117.73	8077.84	8068.73	8038.78	8012.63	7988.14	0.00	-24.49	-24.49	-239.16	59.31
Change		298.47	-90.93	22.71	-41.35	-39.89	-9.11	-29.95	-26.15	-24.49	-7988.14				

2023-2024
Month to Month Enrollment Changes by Grade

Month to Month	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Current	MtoM	YTD	Current
2023-2024	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Month Dif	Net		Avg
EC	170.00	173.00	213.00	328.00	335.00	353.00	367.00	376.00	387.00	0.00	11.00		217.00	300.22
PK	0.00	32.00	66.00	52.00	52.00	51.00	50.00	50.00	50.00	0.00	0.00	11.00	50.00	44.78
KA	145.00	148.00	152.00	162.00	161.00	162.00	163.00	150.00	155.00	0.00	5.00		10.00	155.33
KG	455.00	450.00	445.00	435.00	437.00	438.00	438.00	453.00	448.00	0.00	-5.00		-7.00	444.33
1	627.20	618.00	620.00	619.00	617.50	622.50	623.50	619.50	619.50	0.00	0.00		-7.70	620.74
2	597.00	595.00	592.00	588.00	586.00	588.00	583.00	587.00	583.00	0.00	-4.00		-14.00	588.78
3	615.00	613.00	618.00	619.00	609.00	610.00	610.00	613.00	614.00	0.00	1.00		-1.00	613.44
4	610.33	602.33	603.00	601.00	603.00	592.00	591.00	592.00	589.00	0.00	-3.00		-21.33	598.18
5	610.99	605.99	603.00	598.66	602.00	605.00	599.25	597.00	602.00	0.00	5.00		-8.99	602.65
6	640.00	634.10	637.30	633.30	631.00	629.60	627.05	626.00	622.30	0.00	-3.70	-4.70	-17.70	631.18
7	555.00	542.45	551.75	549.30	545.75	546.60	544.30	548.40	543.40	0.00	-5.00		-11.60	547.44
8	610.23	600.10	606.25	608.63	608.45	607.93	608.55	606.30	606.18	0.00	-0.12	-5.12	-4.05	606.96
9	670.00	656.18	677.65	676.21	674.81	676.08	677.61	671.86	676.74	0.00	4.88		6.74	673.02
10	711.05	710.05	725.20	722.10	714.35	718.05	715.90	705.90	698.20	0.00	-7.70		-12.85	713.42
11	655.20	655.39	654.85	647.93	638.23	637.20	642.35	633.55	627.30	0.00	-6.25		-27.90	643.56
12	725.30	705.78	673.08	657.60	649.75	635.77	615.27	609.12	603.52	0.00	-5.60	-14.67	-121.78	652.80
K 12 Total:	8227.30	8136.37	8159.08	8117.73	8077.84	8068.73	8038.78	8012.63	7988.14	0.00	-24.49	-24.49	-239.16	8091.84
Change		-90.93	22.71	-41.35	-39.89	-9.11	-29.95	-26.15	-24.49	-7988.14				

Child Nutrition Report

April 2024 Meal Counts

Week of:	Break 4/1/2024	Lunch 4/1/2024	Break 4/8/2024	Lunch 4/8/2024	Break 4/22/2024	Lunch 4/22/2024	Break 4/29/2024	Lunch 4/29/2024			Monthly B	Monthly L	Average Daily Breakfast	Average Daily Lunch
Congdon	458	1775	484	1695	497	1728	201	678			1640	5876	96	346
Denfeld	1086	2502	1050	2418	1019	2384	430	997			3585	8301	211	488
Harbor City											0	1343	0	79
East High	1513	2820	1471	2585	1407	2658	556	1087			4947	9150	291	538
Homecroft	745	1807	735	1708	755	1782	314	701			2549	5998	150	353
Lakewood	467	922	519	931	495	929	189	375			1670	3157	98	186
Lester Park	659	1691	784	2111	781	1871	293	735			2517	6408	148	377
Lincoln park	896	2059	955	2023	954	2052	361	805			3166	6939	186	408
Lowell	1402	2463	1301	2113	1469	2348	569	946			4741	7870	279	463
Laura Macart	957	1223	954	1190	937	1124	380	489			3228	4026	190	237
Myers-Wilkins	778	1276	774	1256	808	1289	299	521			2659	4342	156	255
Ordean/East	615	3433	674	3318	668	3277	216	1234			2173	11262	128	662
Piedmont	1416	1843	1366	1865	1402	1834	564	733			4748	6275	279	369
Rockridge	104	169	100	148	105	144	41	67			350	528	21	31
Stowe	882	996	924	990	898	1014	353	417			3057	3417	180	201
ALC	54	67	46	83	62	97	26	45			188	292	13	21
	5 days	ALC 4	5 days	ALC 4	5 days	4 ALC	2 days	2 ALC						
	12032	25046	12137	24434	12257	24531	4792	9830	0	0	41218	85184	2427	5015
Denfeld Supp	Mon-thurs	406		371		344		193				1314	TOTAL	
Days of service		4		4		4		2		0		14	94	Daily

Milk Bids for 2024-2026

The milk bid was completed for the next 2 school years. Kemps was the only bid received from the 3 companies we sent to. The bid was processed and sent to the board for approval.

Summer Meals

Summer meals are set for Stowe Elementary, Laura MacArthur Elementary, Denfeld High school, Lincoln Park Middle School, Myers Wilken Elementary, Piedmont Elementary, and Rockridge for enrolled students only. Child Nutrition will also partner with various groups through out the city to supply bag meals their groups. (Boys and Girls Clubs, AICHO, etc.) Breakfast and Lunch will be served Starting June 17, 2024 through August 16th, 2024.

New Child Nutrition Cafeteria computer system

Training has begun for the implementation of the new Infinite Campus Food service point of service system. The new system will go into place on July 1, 2024. It's been almost 20 years since the Food service system has been replace. We look forward to improved updates from the student data base as well as faster ways to get students through the lunch lines, allowing them more time to enjoy eating.

Additional DOD (Department of Defense) Fresh Fruit and Vegetable Money

Child Nutrition was fortunate enough to get an additional $15,000 dollars to spend on Fresh Fruits and Vegetable with the government Commodity program. Child Nutrition used up our original planned dollar amount of $265,000.00 at the end of March, and now have enough to get through May. This money helps our food budgets stay within bounds and also helps us provide the students with a plethora of offerings in fresh produce.

Facilities Management & Capital Project Status Report
May 2024

Facilities Management – Maintenance and Operations - General

- In the past month, the Facilities maintenance crews have completed 289 work orders and are currently working on 235 open work orders.
- The facility's CMMS system has begun building the CAD layouts for processes, work orders and asset mapping. Drawings should be completed by October 2024, Have begun entering capital assets into the framework. High schools will be the first building assets entered and completed.

Capital / Construction

- Smith Bell and Clock installed the new hands and gearing for the Denfeld clock on April 11th. Final clock GPS and gearing installation will be completed on May 14th.
- Duluth News Tribune building remediation should be completed by May 10th.
- PSS Stadium Water Main Break was repaired and is back in service.
- Lowell Elementary construction ready to go out for public bid.
- Materials have begun to arrive for the Pool renovation at Lincoln Park. Pool shut down scheduled for May 17th
- Transportation building expansion. Project Scope and timeline discussions with Design Tree. Going to the City for approval.

Discussion with Legal Representation

- Discussions with Kemps Insurance representatives at Sedgewick are in final discussions. All updated quotes have been submitted. The only issue is if there is any interior wall damage and how that will be handled if it is discovered once the wall has been opened up.
- Garfield building sale closed on April 18th.

Building Operations

- Let's please give a big thank you to the Operations staff as we come off the National Cleaning week. The last week in March is the National Cleaning week. This year it was over March 24-30 and with a big snowstorm closing down the district Monday and Tuesday. The Operations staff was still cleaning, just a little different cleaning this time it was outside the building. ISD709 has a very dedicated Operations Staff providing building cleanliness and safety for all staff and students. So please let your custodial staff, janitors, Engineers, maintenance workers, and all those who dedicate themselves to maintaining the cleanliness and order of our schools know how much they are appreciated. Let them know that their hard work does not go unnoticed, and the impact is felt every single day. They are the ones who ensure classrooms are ready and spotless for the next day, Sidewalks/Hallways are safe from slip and falls, and that the facilities are in top-notch condition for learning. Their dedication and attention to detail create an environment where students can thrive, and teachers can focus on educating.

- We are still working on filling licensed positions. Most of the Custodian positions have been filled. Operations has continued looking to fill Engineer II positions at Lowell and Myers-Wilkins, Second Shift Engineer II position at Lincoln Park and Ordean Middle School, Second Shift Engineer I at Lakewood, Laura MacAurthur, and Lester Park, and Custodian I positions at East High School and Denfeld.

Health, Safety, and Environmental Management

- **Audits & Inspections**
  - One automotive hoist at Denfeld HS needs to be replaced, replacement has been ordered and installation has been scheduled. One auto hoist needed repairs, the repairs were completed. Both hoists that did not pass were locked out of service.
  - IEA did radon testing at all school sites in Feb, two rooms were slightly over the action limit (One at Denfeld, one at Congdon). Follow up testing was conducted per Minnesota Department of Health guidelines. Technical difficulties with equipment, IEA is trying to recover data, but may need to retest one room.
  - Fire code corrections at East HS still under way

- **Regulatory Reporting**
  - Nothing needed in April

- **Systems & Technology Updates**
  - New Health and Safety Management software purchased through Vector, this system will help automate processes and assist with incident trending, corrective action tracking, and creating OSHA logs. It will also facilitate job safety analysis, inspection reports. Customization of the system is in progress, final system setup meeting May 9th, then system just needs final touches. Will be ready for rollout in ‘24-’25 school year.
  - New AED management system rolled out - Crystal Olker assisting in assigning inspector roles to school nurses

- **Training**
  - Aerial lift training scheduled for June 25. Staff who utilize lifts must attend.
  - Basic Life Support & First Aid renewal training for nursing staff scheduled for August 27th.
  - Lexie completed OSHA 30 hour. Topics covered included how to prepare for an OSHA audit, machine guarding, Lock-out tag-out, industrial hygiene, fall protection, and many others.
  - Lexie passed the Certified Playground Safety Inspector exam. She is just waiting to receive the certification card via email (estimated to take 4-7 weeks to arrive).

- **Chemical and Hazardous Waste Disposal**
  - Other old chemicals at DNT are inventoried and ready to be picked up. Pickup date is pending, waiting for the cleanup project to be finished up.
  - Bulb and battery pickup google form was sent out to building engineers to get inventory for June or July disposal.

- **Document Updates**
  - IEA is working with the district to re-write HSE procedural documents that were severely outdated. Goal to update procedural documents before the start of next school year.
    - Bloodborne pathogens - complete, pending rollout
    - AED program - complete, pending rollout
    - Bleacher safety program - in progress
    - Emergency Response Crisis Management Plan - EOC team meeting 4/10, 5/3, 5/17, 5/28. On track to roll out at beginning of the school year.

- **<u>Injury and Incident Statistics</u>**

  - **April 2024 (as of 5/6/2024)**

    - **OSHA Recordable Rate (TRIR)**: 0.00
    - **OSHA Recordable Injuries**: 0
    - **Days Away from Work**: 0
    - **Days on Restricted Duty**: 0
    - **Non-recordable Injuries**: 10
    - **Near Misses/Hazards Reported**: 0

  - **2024 Year-To-Date**

    - **OSHA Recordable Rate (TRIR)** (*Goal ≤ 1.00)*: 1.36
    - **OSHA Recordable Injuries**: 6
    - **Days Away from Work**: 59
    - **Days on Restricted Duty**: 28
    - **Non-recordable Injuries**: 46
    - **Near Misses/Hazards Reported**: 12

The OSHA rate or TRIR (total recordable incident rate) is equivalent to the number of injuries requiring care beyond first aid per 100 full-time workers.

Technology Department - April 2024 Report

- **Cybersecurity**
  - Zix Email Security
    -

Apr	Valid	845,682	68.59 GB	91.19%
	Spam	71,042	2.99 GB	7.66%
	Virus	10,614	292.29 MB	1.14%
	Total	927,338	71.87 GB	100%

    -
  - Google Security
    - Gmail
      - 1.1M Emails Messages Accepted/Delivered.
        - 74K Rejected.
        - 46K Spam folders.
        - 1.1K were identified as Phishing.
        - 33 were identified having suspicious attachments.
        - 5.5K were identified as Spoofing.
        - 0 emails were identified as Malware
    - Account Information
      - 11,097 Active Accounts.
      - 25.91TB of storage.
      - 201K Files shared externally.
      - 716 Suspicious login attempts.
      - 2K Failed user login attempts.
      - 235 Data Loss Prevention (DLP) policy High Severity Incidents that were blocked.

- **E-Rate RFP/Bid**
  - None

- **Technology Help Desk Tickets**
  - 333 New Technology Support Tickets Created.
  - 331 Tickets were resolved.
  - 204 Tickets remain unresolved.

- **Remaining 2023 Summer Project Updates**
  - CDW-G/Advanced Systems Integration, LLC Team will be onsite on Friday, May 10, 2024, to replace the AV switch and install an AV wireless network. Hopefully this will address the issues with the DSC Boardroom AV system.

- **Summer 2024 Projects**
  - District-Wide: Bid-1316 Network Infrastructure. We are replacing/upgrading 264 network switches The bid amount was $1,390,161.82.
    - Qty - 9 - Cisco Catalyst 9500 Series Switches
    - Qty - 70 - Cisco Catalyst 9300 Series Switches
    - Qty - 185 - Cisco Catalyst 9200 - Series Switches
  - District–Wide: Receive and distribute 1,600 Acer Spin 511 Chromebooks for students
  - District-Wide: Distribute and upgrade 350 Dell Optiplex 7020 Desktop. Replace all the old desktops systems that will not support Microsoft Windows 11

- Rockridge: Upgrade the classroom AV systems with new SMART MX286 Displays

- **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
  - 335.072 kg is our March 2024 Carbon Footprint.
  - 4.05115 t is our May 2023 - March 2024 Carbon Footprint.

Transportation Report
April 2024 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 working toward the full automatic capability in it.

Staffing (comments and concerns)

- Staffing has continued to be a challenge as we are still short two helpers and drivers.
- Assistant Transportation Manager, Joe Killian, has been dealing with staff and their concerns and occasionally has to sub a route.
- Deb Pawlowicz is back on the Transportation team and working as a router and driver. She is also taking part in professional development courses.

Bus Maintenance

- The mechanics are working hard to keep up with the demands of repairs and maintenance.
- We now have 10 vans that are certified by the state for service. We are in the process of adding cameras to them and then they will go out to the schools.

Our oldest bus is a model year 2012 and the next oldest is a 2014.
Average mileage for this month, is 82,433. We are getting closer to our goal of 50-60k miles average.

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
East HS	Harbortown Rotary	$1,000.00		
East HS	Matthew Kollstedt	$50.00	Debate Team	Donation through GiveMN
East HS	Anonymous	$50.00	Debate Team	Donation through GiveMN
East HS	Yelena Sokolova	$75.00	Debate Team	Donation through GiveMN
East HS	Jody Ondich	$50.00	Debate Team	Donation through GiveMN
East HS	Jessica Mallinder	$25.00	Debate Team	Donation through GiveMN
East HS	Anonymous	$25.00	Debate Team	Donation through GiveMN
East HS	Erica Henkel	$25.00	Debate Team	Donation through GiveMN
East HS	Jody Peck	$100.00	Debate Team	Donation through GiveMN
East HS	Jennifer Ingraham	$50.00	Debate Team	Donation through GiveMN
East HS	Cindy Miller	$25.00	Debate Team	Donation through GiveMN
East HS	John Zabinski	$10.00	Debate Team	Donation through GiveMN
East HS	Anonymous	$5.00	Debate Team	Donation through GiveMN
East HS	Danielle Hilson	$20.00	Debate Team	Donation through GiveMN
East HS	Karey Blascyk	$25.00	Debate Team	Donation through GiveMN

RESOLUTION

Designation of the Superintendent as the Identified Official with Authority (IOwA) for Minnesota Department of Education (MDE) EDIAM Financial

WHEREAS, the Minnesota Department of Education (MDE) requests that School Districts annually designate the Superintendent as the Identified Official with Authority (IOwA) for the MDE Education Identity Access Management portal (EDIAM Financial). The Identified Official with Authority is responsible for assigning job duties to the appropriate School District staff and authorizing access to MDE secure systems. This annual review and designation of the Superintendent as Identified Official with Authority is in accordance with State Access Security Standard 1.0.

RESOLVED, By the School Board of Independent School District 709, St. Louis County, Minnesota, that the Superintendent of Schools, be designated the legal authorized representative to serve as the 2023-2024 Identified Official with Authority (IOwA) for MDE EDIAM Financial for the School District.

HUMAN RESOURCES ACTION ITEMS FOR: May 21, 2024

CERTIFIED APPOINTMENT	POSITION	EFFECTIVE DATES
BELL, MEAGHAN M	LTS SPED SPEECH LANG. PATH/DISTRICT WIDE, (MA) IV 3, 1.0, ELIASON. K FMLA, TEMP POSITION	03/25/2024
KRUGER, SHEILA A	MATH INTERVENTIONIST TOSA/PIEDMONT, (MA+45) IV 9, 1.0, LARSON A. TRANSFER, TEMP POSITION	03/08/2024
NIELSEN, CLAIRE J	LTS SPED RESOURCE TEACHER/LESTER PARK, (BA) III 1, 1.0, ABRAHAMSON D.	03/05/2024
PERRY-SPEARS, SARAH L	HOURLY ADULT ED. INSTRUCTOR/DAE, 14/38WKS, $23.09/HR	04/08/2024

CERTIFIED LEAVES	POSITION	EFFECTIVE DATES	
ADATTE, CHELSEA L	5TH GRADE TEACHER/MYERS WILKINS	08/26/2024	06/06/2025
ARTIM, BRITTANY D	SPED RESOURCE ASD - ORDEAN-EAST MS	08/26/2024	11/01/2024
BAMBENEK, AMY N	GRADE 1 TEACHER/LAURA MACARTHUR	09/02/2024	11/22/2024
BIANCHINI, JULIA	SPED RESOURCE TEACHER/DENFELD	08/26/2024	02/26/2025
COSTLEY, MORGAN M	GUIDANCE COUNSELOR - ORDEAN-EAST MS	08/26/2024	11/15/2024
ENGEBRETSEN, LAURA A	GRADE 1 TEACHER/MYERS WILKINS	05/16/2024	06/07/2024
KONIETZKO, LUKE J	MATH TEACHER/ORDEAN EAST	08/26/2024	09/10/2024
PECK, ANNALISE C	KINDGERGARTEN TEACHER/LAURA MACARTHUR	08/26/2024	06/06/2025
PELLER, SHONDA R	SPEC ED PHYSICAL & MENTAL IMPAIRED/EAST MID CAREER EXTENSION	08/26/2024	06/06/2025
PLOTE, JESSE O	TEACH INDUST ART GEN ED/SOCIAL STUDIES - ORDEAN EAST MS	04/24/2024	07/24/2024
QUINN, CHRISTINE L	SPANISH IMMERSION TEACHER/LOWELL	08/26/2024	02/26/2025
SCHNEIDERMANN, MARA E	SPED SMI - EAST HS	08/26/2024	11/25/2024
STEIGAUF, ZACHARY M	MTSS INTERVENTIONIST/MYERS WILKINS	08/26/2024	06/06/2025

CERTIFIED RESIGNATION	POSITION	EFFECTIVE DATES
BAYCH, AMANDA S	BAND TEACHER - LINCOLN PARK MS	06/07/2024
BECKER, RANDA L	LTS SPED RESOURCE ASD TEACHER - STOWE ES	03/20/2024
DAVENPORT, JAKE R	SPED RESOURCE TEACHER - LAURA MAC ES	06/07/2024
DERFUS, ABIGAIL R	SPED ECSE - DISTRICT WIDE	06/30/2024
ELLINGSON, KRISTEN L	ELEM ART - CONGDON/MERRITT CREEK	06/07/2024
ERICKSON, JAMES W	ELEMENTARY PRINCIPAL - LAURA MACARTHUR	06/07/2024
KRUSE, COURTNEY R	SPED RESOURCE TEACHER - LAURA MAC ES	06/07/2024

CERTIFIED RETIREMENT	POSITION	EFFECTIVE DATES
ABRAHAMSON, DANA E	SPED RESOURCE - LESTER PARK ES	04/30/2024
BURGER, CAROL S	GRADE 2 TEACHER - CONGDON PARK ES	06/07/2024
HUIE, FRANK H	PHYSICAL EDUCATION TEACHER - LINCOLN PARK MS	03/26/2024
SAARI, LORI K	SPED SCHOOL NURSE - ORDEAN-EAST MS	10/16/2024

NON-CERT APPOINTMENT	POSITION	EFFECTIVE DATES
BELLEFEUILLE, CARTER C	HOULRY TECH INTERN/EAST, 15/38WKS, $14.50/HR	03/12/2024
DOUGLAS, JESSICA N	OFFICE SUPPOR SPECIALIST SENIOR/ORDEAN EAST, 40/52WKS, $19.83/HR, SAPARAMADU C. RESIGNED	03/13/2024
HORNE, CARL P	CUSTODIAN/DSC, 40/52WKS, $17.52/HR.	04/24/2024
JAHNKE, RYAN M	NETWORK ENGINEER II/DSC, 40/52WKS, $1,427/WK, STEVERMER N. RESIGNED	04/16/2024
MATTHEWS, LUKAS G	HOURLY MONITOR/LAKEWOOD, 23/38WKS, $15.00/HR	04/02/2024
MOERKE, JOHN J	BUS HELPER/TRANSPORTATION, 25/38WKS, $16.40/HR, SMITH J. RESIGNED	03/11/2024
OWENS, OLIVIA F	HOURLY MONITOR/PIEDMONT, 23/38WKS, $15.00/HR	03/04/2024
PAULSON, PHILIP D	ED FI/MARRS COORD/DSC, $1,367/WK, CARROLL M. RESIGNED	05/13/2024
PEACOCK, EMILY M	SPED BUILDING WIDE PARA/LINCOLN PARK, 32.5/38WKS, $19.17/HR, CHRISTJOHN D. TRANSFER	04/22/2024
SAMUELSON, ZANE R	HOURLY TECH INTERN/EAST, 6/38WKS, $14.50/HR	03/12/2024
SMITH, NIKOLAS R	HOURLY TECH INTER/EAST. 6/38WKS, $14.50/HR	03/13/2024
STENSLAND, TONY B	SPED STUDENT SPECIFIC PARA/ORDEAN EAST, 20/38WKS, $20.46/HR	03/11/2024
SUDHAKAR, AMITA	SPED PARA BW/HOMECROFT, 25/38WKS, $19.89/HR, CARLSON C. RESIGNED	03/11/2024
WALKOWIAK-OLSON, DEANA M	OFFICE SUPPORT SPECIALIST/TRANSPORTATION, 23.75/52WKS, $16.82/HR,	04/08/2024
WERNER, SETH W	HOURLY TECH INTERN/EAST, 6/38WKS, $14.50/HR	03/15/2024
WOKOWIAK, STEVEN C	BUS DRIVER/TRANSPORTATION, 25/38WKS, $20.08/HR, HANSEN N. RESIGNED	03/11/2024

NON-CERT LEAVES	POSITION	EFFECTIVE DATES	
BOLF, BARBARA J	CHLD NUTRITION SRVC ASST - LAKEWOOD	05/13/2024	06/05/2024
HEGGESTAD, MARK J	INSTRUCTIONAL PARA/MYERS WILKINS	03/18/2024	03/29/2024
HORNER, JAMES A	SCHOOL CUSTODIAN I - ORDEAN-EAST MS	04/09/2024	04/22/2024
JOHNSON, PATRICIA L	CHLD NUTRITION SECONDARY/PRODUCTION MANAGER - EAST	03/14/2024	06/07/2024
SANGSTER, SANDRA M	PRESCHOOL PARAPROFESSIONAL/LOWELL	04/04/2024	04/12/2024
TURNER, JULIE S	BUILDING WIDE PARA/LESTER PARK	05/10/2024	05/17/2024

NON-CERT RESIGNATION	POSITION	EFFECTIVE DATES
BOO, BAILEY P	CHLD NUTRITIONAL SRVC ASST - DENFELD HS	04/18/2024
CARLSON, AUTUMN M	SPED BW PARA - MYERS-WILKINS ES	04/12/2024
CARROLL, MIKILIA C	ED FIN ANALYST/MARSS COORD - DSC	03/29/2024
GOLMEN, KELSIE K	SPED PROG PARA SETTING III/IV - MYERS-WILKINS ES	05/10/2024
HUYCK, PAMELA K	SPED PROG PARA SETT III/IV - LOWELL ES	04/12/2024
JOHNSON, ALEXA J	SPED KEYZONE PARA - PIEDMONT ES	06/07/2024
MENDOZA, CRUZ	SUPERVISORY PARA/EAST	04/29/2024
PAYNE, LEAH A	CHECK & CONNECT PARA - LINCOLN PARK MS	06/07/2024
SCHUBITZKE, LILY A	CHECK AND CONNECT PARA - EAST HS	06/07/2024
SHORTER, SOFIA R	SPED PROG PARA SETTING III/IV - ROCKRIDGE	03/28/2024
SWARD, LISA R	CHILD NUTRITION ASSISTANT/EAST	04/19/2024

NON-CERT RETIREMENT	POSITION	EFFECTIVE DATES
ANDERSON, MARK S	SPED PROG PARA SETTING III/IV - EAST HS	06/07/2024
BELLARIO, MARC L	SPED BW PARAPROFESSIONAL/DENFELD	05/06/2024
QUINN-JERECZEK, DIANA L	SUPERVISORY PARA - ORDEAN EAST	06/07/2024
STANKIEWICZ, ROSS A	2ND SHIFT ENGINEER - ROCKRIDGE	06/07/2024
WATERHOUSE, CATHLEEN G	SPED PROG PARA SETTING III/IV - LAURA MACARTHUR	06/07/2024

Duluth Public Schools

HR/BS Services Committee Monthly Fund Balance Report
May 13, 2024 Committee Meeting
BUDGET SUMMARY

5/7/2024

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	Percent spent 5/1/2024
FUND	Jul-23	JULY 23 -24	July -June	July -June	July -June	
General 1	$ 126,200,922.80	$ 127,479,614.46	$ 89,948,677.42	$ (4,465.97)	$ 37,535,403.01	71%
Food Service 2	$ 4,039,200.00	$ 6,000,000.00	$ 4,212,779.50	$ -	$ 1,787,220.50	70%
Transportation 3	$ 7,020,941.12	$ 7,020,941.12	$ 3,258,287.52	$ -	$ 3,762,653.60	46%
Community Ed 4	$ 8,495,545.00	$ 8,516,152.95	$ 4,303,478.72	$ 3,648.00	$ 4,209,026.23	51%
Operating Captial 5	$ 2,742,547.00	$ 2,742,547.00	$ 2,797,676.29	$ -	$ (55,129.29)	102%
Building Construction 6	$ -	$ -	$ -	$ -	$ -	
Debt Service Fund 7	$ 23,647,223.00	$ 23,647,223.00	$ 2,387,522.90	$ -	$ 21,259,700.10	10%
Trust Fund 8	$ 276,100.00	$ 276,100.00	$ -	$ -	$ 276,100.00	0%
Dental Insurance Fund 20	$ 950,000.00	$ 950,000.00	$ 819,736.70	$ -	$ 130,263.30	86%
Student Acitivity 79	$ 58,406.00	$ 585,259.43	$ 333,910.12	$ -	$ 251,349.31	57%
REVENUE TOTALS:	**$ 173,430,884.92**	**$ 177,217,837.96**	**$ 108,062,069.17**	**$ (817.97) $ -**	**$ 69,156,586.76**	61%

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	$ 129,794,581.87	$ 95,276,152.87	$ 3,310,956.31	$ 31,207,472.69	76%
Food Service 2	$ 4,012,876.00	$ 6,002,502.00	$ 3,935,787.61	$ 848,064.15	$ 1,218,650.24	80%
Transportation 3	$ 6,268,632.76	$ 6,749,632.76	$ 8,371,545.66	$ 26,695.37	$ (1,648,608.27)	124%
Community Ed 4	$ 7,630,865.00	$ 9,071,785.95	$ 6,412,128.94	$ 40,295.71	$ 2,619,361.30	71%
Operating Captial 5	$ 7,999,619.25	$ 7,999,619.25	$ 9,863,133.01	$ 471,020.01	$ (2,334,533.77)	129%
Building Construction 6	$ -		$ 3,828,941.56	$ 1,455,605.47	$ (5,284,547.03)	
Debt Service Fund 7	$ 23,640,000.00	$ 23,640,000.00	$ 26,931,588.45	$ -	$ (3,291,588.45)	114%
Trust Fund 8	$ 253,750.00	$ 253,750.00	$ -	$ -	$ 253,750.00	0%
Dental Insurance Fund 20	$ 915,000.00	$ 915,000.00	$ 846,691.21	$ -	$ 68,308.79	93%
Student Acitivity 79	$ 306,948.00	$ 276,264.96	$ 177,004.87	$ 12,995.25	$ 86,264.84	69%
EXPENSE TOTALS	**$ 171,310,984.87**	**$ 184,703,136.79**	**$ 155,642,974.18**	**$ 6,165,632.27 $ -**	**$ 22,894,530.34**	88%

Fin 160 ESSER III	Expenses
Program 030 Asst Supt	$ 41,401.00
Program 110 Admin	$ -
Program 108 Tech	$ 1,868,300.73
Program 203 Elem	$ 1,231,184.36
Program 211 Secondary	$ 2,172,828.87
Program 640 Staff Dev	$ -
Program 805 Operations	$ -
Program 760 Transportation	$ 423,450.26
Program 740 Pupil Engage	$ 11,073.20
790	$ 5,748,238.42

Ex Curricular		Fund 01
Program 298	Revenue	$ 500,329.03
Program 298	Expense	$ 560,964.24

May 13, 2024 HR/Finance Committee meeting

Re: Assigned fund balance permission to facilitate transfers for Fy 24 and Fy 25

To the School Board,

The district is respectfully requesting permission to utilize funds from the assigned fund balance to offset general fund deficet spending for current year Fy 24 and next school year Fy 25. The current audited Fy 23 assigned fund balance is $17, 743,919.

Fy 24: Assigned fund balance transfer estimate of up to $5,000,000 to balance with audit work. Potential offsets for labor/benefits.

Fy 25: Assigned fund balance transfer estimate of up to $5,000,000 to balance with audit work. Potential offsets for labor/benefits.

Fundraisers Reported
April 2024

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

School	Organization Fundraising	Estimated Profit	Description of Fundraiser
Denfeld HS	PBIS	$50,000.00	PBIS will crowdsource to fund our PBIS recognition system. We will work to fund: Items for our SOAR Store, our quarterly SOARing Hunters Field Trips (quarter : Movie, Quarter 2: Mont Du Lac, QUarter 3: Bowling, Quarter 4: Valleyfair or Taylor's Falls.). We will also use money to fund our monthly Hunter of the Month Event
Denfeld HS	Boys and Girls Track	$2,800.00	Selling snacks and text donation requests
East HS	Sports Team	$10,000.00	Cards

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: **BID #1322 DAIRY**

Date: May 1, 2024

The BID is to provided dairy products to several of our sites district wide.

One (1) of 3 vendors responded with the following results:

VENDOR TOTAL	
KEMPS	**$ 330,000.00**
PLAINVIEW MILK	DID NOT SUBMIT A BID
PRAIRIE FARMS	DID NOT SUBMIT A BID

Sheila Oak and Stacy Bergstadt reviewed the BID.

Sheila Oak, Supervisor of Child Nutrition Programs, recommends accepting and awarding the BID meeting specifications as submitted by KEMPS for the amount of **$330,000.00 for providing dairy products to several of our sites district wide.**

Program: Child Nutrition

Fund Custodian: Sheila Oak, Supervisor of Child Nutrition Programs

•FAMILY-OWNED AND OPERATED•

UPPER LAKES FOODS

EST 1967

April 24, 2024

Cathy Holman
Purchasing Coordinator
Duluth Public Schools, ISD 709
709 Portia Johnson Drive
Duluth, MN 55811

Dear Cathy,:

Upper Lakes Foods is pleased to renew with Duluth Public Schools, ISD 709 for the upcoming 2024-2025 school year. The mark-up is based on our school/distributor partnership, current market costs, and changes in the economy since the conception of our agreement currently in place.

10.00% Mark-up Per Case - Grocery

Upper Lakes Foods, Inc. shall not be charged with liquidated damages when delay in delivery is due to unforeseeable cause beyond the control of Upper Lakes Foods, Inc., including but not restricted to Acts of God, acts of the public enemy, epidemics, quarantine restrictions, strikes, and freight embargoes.

Please sign below and return via email or mail.

Sincerely,

Renee Parks

Renee Parks, Upper Lakes Foods, Inc.
800-879-1265 Ext 4208
rparks@ulfoods.com

April 24, 2024
Date

Cathy Holman

Purchasing Agent

April 24, 2024
Date

•FAMILY-OWNED AND OPERATED•

UPPER LAKES FOODS

EST 1967

TO: School Food Authority –Duluth Public Schools, ISD 709
FROM: Denise Sorensen
DATE: April 4, 2024
SUBJECT: USDA Donated Foods (Commodities)

Upper Lakes Foods will deliver and charge the following:

Commodity fee per district dry or frozen $4.00 per case
Plus, handling and storage pass through fee charged by Wissota/Soldier Trucking and Storage per case.

Diverted/processed commodities:
Commodity fee per district dry or frozen $4.00 per case
Diverted/processed commodities shall be removed from ULF warehouse within 10 days after such time; a monthly fee may be discussed if storage is necessary.

- Delivery Schedule to be determined per individual School Food Authorities.
- ULF will not provide storage for USDA Donated Foods for extended periods of time.
- ULF reserves the right to review the contract addendum January 1, 2025.
- In the event there are mandated changes in the Distribution of USDA Foods, Upper Lakes Foods reserves the right to adjust the commodity fee.

DISTRIBUTOR:	UPPER LAKES FOODS, INC.
CONTACT PERSON:	DENISE SORENSEN
ADDRESS:	801 INDUSTRY AVENUE
CITY/STATE/ZIP:	CLOQUET, MN 55720
TELEPHONE:	(218) 879-1265 Ext. 4379
EMAIL:	denisesorensen ulfoods.com
SCHOOL FOOD AUTHORITY:	Duluth Public Schools, ISD 709
CONTACT PERSON:	Sheila Oak, Stacy Bergstedt
ADDRESS:	709 Portia Johnson Drive
CITY/STATE/ZIP:	Duluth, MN
TELEPHONE:	218-336-8700 X8707
EMAIL:	Sheila.Oak@isd709.org
SFA REPRESENTATIVE SIGNATURE:	Sheila A Oak, ETR
DISTRIBUTOR REPRESENTATIVE SIGNATURE:	

Expenditure Contracts Signed
April 2024

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
Mavo Systems, Inc.	TBD	Facilities (DR)	Asbestos removal at DNT
CFS Interiors & Flooring	$89,260.00*	Facilities (DR)	Flooring replacement at Laura MacArthur ES
CFS Interiors & Flooring	$313,328.00*	Facilities (DR)	Flooring replacement at Lowell ES (approved by Board Chair)
Auditlabs	$18,900.00*	Technology (DU)	Network security testing
Family Freedom Center	$12,000.00*	Office of Education Equity (DR)	Collaborative partnership between Duluth Public Schools and the FFC to honor and disseminate the significant contributions and legacy of Ethel Ray Nance through a series of educational presentations and engagements
Bridgette Eckwood	$3,000.00*	Office of Education Equity (DR)	Recreational dance instruction of Step Dancing
First Educational Resources	$6,000.00*	TLE (DU)	Professional development for staff
Zearn	$12,500.00*	TLE (DU)	FY25 digital curriculum for students
Zearn	$500.00*	TLE (DU)	Professional development of digital curriculum for staff

AMLE	$5,250.00*	TLE (DU)	Professional development for secondary teachers and support staff
Soliant	TBD	Special Services (DU)	Telepractitioner services for DHH students
Lakewood Little Lynx Preschool	$210.00*	Early Childhood Special Services (DU)	Agency will provide services to meet the needs documented in a student's IEP
Lakewood Little Lynx Preschool	$1,505.00*	Early Childhood Special Services (DU)	Agency will provide services to meet the needs documented in a student's IEP
Hope for Kids Childcare Center	$1,728.00*	Early Childhood Special Services (DU)	Agency will provide services to meet the needs documented in a student's IEP
Lakeside Presbyterian Nursery School	$1,170.00*	Early Childhood Special Services (DU)	Agency will provide services to meet the needs documented in a student's IEP
rSchoolToday	$1,821.00*	Denfeld HS (DU)	rSchool Today is a software program that allows athletes and coaches to be on the same platform as far as registering for a sport, paying fees, viewing eligibility and more.
rSchoolToday	$1,821.00*	East HS (DU)	rSchool Today is a software program that allows athletes and coaches to be on the same platform as far as registering for a sport, paying fees, viewing eligibility and more.

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Fifteenth day of March in the year Two Thousand Twenty-four
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Independent School District #709
709 Porta Johnson Drive Duluth, MN 55811

and the Contractor:
(Name, legal status, address and other information)

Mavo Systems, Inc.
4330 Centerville Road
White Bear Lake, Minnesota 55127

for the following Project:
(Name, location and detailed description)

2024 Asbestos Cleanup and Removal
Old Duluth News Tribune Building 424 West 1st Street Duluth, MN 55802

The Architect:
(Name, legal status, address and other information)

Institute for Environmental Assessment, Inc.
5525 Emerald Avenue
Mt. Iron, MN 55768

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, 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 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

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4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Agreement.

[ ] A date set forth in a notice to proceed issued by the Owner.

[X] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

March 18, 2024

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

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(Check one of the following boxes and complete the necessary information.)

[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[X] By the following date:

April 5, 2024.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
Not Applicable	

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be ($ 150,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Add Alternate 1	10000.00

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
Not Applicable		

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
Not Applicable	

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
Glovebag Procedure	per Procedure	150.00
Asbestos Worker	per Hour	160.00
Asbestos Supervisor (Foreman)	per Hour	165.00
Additional Mobilizations	per Round Trip	1500.00

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

Not Applicable

§ 4.6 Other:

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(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 15th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 15th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

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(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five Percent (5%)

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

Not Applicable

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

Not Applicable

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment
§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest
Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION
§ 6.1 Initial Decision Maker
The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

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(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution
For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[ ] Litigation in a court of competent jurisdiction

[X] Other *(Specify)*

As noted in the specification

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION
§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

Not Applicable

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS
§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Taylor Dickinson
Institute for Environmental Assessment, Inc.
5525 Emerald Avenue
Mt. Iron, MN 55768

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Kevin Jayson

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User Notes: (3B9ADA33)

4330 Centerville Road
White Bear Lake, Minnesota 55127

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds
§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

Not Applicable

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS
§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
(Paragraphs Deleted)

.2 Drawings

Number	Title	Date
D-002	Impacted Areas	March 13, 2024

.3 Specifications

Section	Title	Date	Pages
Specification - All	Old Duluth News Tribune Building 2024 Asbestos Cleanup and Removal	March 13, 2024	185

.4 Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract

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User Notes: (3B9ADA33)

Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.5 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

[ ] The Sustainability Plan:

Title	Date	Pages

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.6 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Section 00430 - Contractors Construction Schedule

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
Simone Zunich Executive Director of Business Services	Kevin Jayson, Manager
(Printed name and title)	*(Printed name and title)*

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User Notes: (3B9ADA33)

SECTION 00430
Construction Schedule

Project: **Old Duluth News Tribune Building – 2024 Asbestos Cleanup and Removal**

Area/Phase/Location: _____

Contractor: MAVO SYSTEMS
Name
4330 CENTERVILLE RD.
Address
WHITE BEAR LAKE, MN 55127
City/State/Zip

Contract Start Date: TBD

Contract Completion Date: TBD

	Phase 1 Work Dates	# of Workers per Shift	Phase 2 Work Dates	# of Workers per Shift
Preparation of Work Area	From: To: TBD		From: To:	
Removal and Decontamination	From: To:		From: To:	
Clearance Air Testing	From: To:		From: To:	
Removal of Isolation	From: To:		From: To:	

	Phase 3 Work Dates	# of Workers per Shift	Phase 4 Work Dates	# of Workers per Shift
Preparation of Work Area	From: To:		From: To:	
Removal and Decontamination	From: To:		From: To:	
Clearance Air Testing	From: To:		From: To:	
Removal of Isolation	From: To:		From: To:	

	Phase 5 Work Dates	# of Workers per Shift	Add Alternate 1 Work Dates	# of Workers per Shift
Preparation of Work Area	From: To:		From: To:	
Removal and Decontamination	From: To:		From: To:	
Clearance Air Testing	From: To:		From: To:	
Removal of Isolation	From: To:		From: To:	

Comments:

cfs
INTERIORS & FLOORING
940 Apollo Road, Suite 110
Eagan , MN 55121
Ph : (651) 681-8100 Fax: (651) 681-1385

Proposal

Attn: BRYAN BROWN
From: JEFF NEYSSEN
Estimator: James Gunderson
Admin: SOM CHEA
Revision #:
Date: 4/23/2024 *Bid Due Date:* 4/22/2024
Plan Date: *Addendum :*

To	*Project*
ISD #709 709 PORTIA JOHNSON DRIVE DULUTH, MN 55811	ISD 709 MACARTHUR ELEMENTARY SWIFT #241171 720 N CENTRAL AVE DULUTH, MN 55807

ISD 709 - MACARTHUR ELEMENTARY

TOTAL (APPLICABLE TAX INCLUDED) **$ 89,260.00**

Notes:

- Prices based on attached drawings.
- Bid floors ready to receive.
- Proposal is based on work performed during regular hours (no overtime).
- **Proposal expiration date - 4/29/24**

Inclusions:

- Proposal includes take up and reclamation.
- Proposal includes preliminary moisture testing.
- Proposal includes minor floor prep. Additional floor prep, if required, will be added on a time and material basis.
- Proposal includes skim coating for VCT installation.

Exclusions:

- Proposal excludes attic stock.
- Proposal excludes furniture, fixture & equipment moving.
- Proposal excludes moisture mitigation or post installation floor protection.
- Proposal excludes ceramic demolition, preparation, and epoxy grout.

*****IMPORTANT NOTICE REGARDING RECENT DELAYS & PRICE INCREASES*****

CFS Interiors & Flooring guarantees pricing for up to Thirty (30) days from origination date. The recent pandemic has caused unprecedented raw material and labor shortages that have disrupted the supply-chain and caused frequent material price increases that have been imposed without notice. To avoid any additional charges due to manufacturer price increases, materials must be formally approved within 30 days from the origination date on the proposal (labeled date in upper righthand corner).

*****CFS Interiors & Flooring will not be held responsible for any delays related to supply-chain issues or labor shortages. *****

These delays are beyond our control, therefore CFS will not accept any back-charges or liquidated damages at this time. The construction industry is experiencing frequent and prolonged delays from both manufacturing and shipping companies. Please take these issues into account when placing orders or scheduling your projects. Physical samples for submittals may take in excess of 14 business days to process. Consider processing digital submittals whenever possible.

Commercial Flooring Services, LLC will furnish, deliver, and install the above material in accordance with all transmitted plans, specifications and general conditions for the listed price. The price includes all applicable freight and taxes, unless otherwise noted. Unless specifically included in this proposal: excludes all demolition, repair or take-up of existing flooring; excludes vacuuming, damp mopping, buffing, waxing or floor protection; excludes floor floating, leveling or repair; excludes sealing of floor, cleaning or removal of oil, grease, solvents, paints, plaster or other foreign substances; excludes asbestos control/abatement; includes no attic stock of material beyond installation coverage; includes work only during regular hours and for a single phase job; excludes any furniture movement; excludes any addenda beyond the base bid; Per CRI-104-96, 6.3 site conditions: The owner or general contractor must submit to the flooring contractor a written report on moisture and surface alkalinity of the slab to determine its suitability as a substrate for the material to be installed. Floor preparation will be billed on a time and material basis at the current rate per man-hour plus the cost of the materials. Client is subject to payment for stored materials. Commercial Flooring Services, LLC will not accept charge backs of damage or cleaning without the option to inspect claim(s) to repair or without the option to make arrangements for acceptable repairs at their expense. Commercial Flooring Services, LLC is not responsible for any claims that might result from product delivery date changes beyond their control. If a manufacturer requires a deposit to manufacture/ship certain items, client will pay that amount. This proposal is valid for thirty (30) days. Full payment is due ten (10) days from receipt of invoice unless otherwise specified.

WARRANTY DOES NOT INCLUDE ANY MOISTURE RELATED SUBFLOOR FAILURES

CFS INTERIORS & FLOORING

Signed: _____

JEFF NEYSSEN

Proposal Total: $89,260.00

GENERAL CONTRACTOR

Signed: Jerome Zunich

Proposed Installation Start Date: _____

LAURA MACARTHUR ELEMENTARY
04.22.2024

22 April 2024 : LAURA MACARTHUR ELEMENTARY_04.22.2024

Summary Report

cfs
INTERIORS & FLOORING

area	
CPT TILE : 2'x 2' [split 48:full 259] [tileEdge= 1059'7"]	
area count=2	
CPT TILE ACCENT : 2'x 2' [split 16:full 25] [tileEdge= 109'7"]	
area count=1	
VCT : 1'x 1' [split 428:full 9739] [tileEdge= 19146'5"]	
area count=13	
VB BASE 4"	
area count=14	
Plan Total	

LAURA MACARTHUR ELEMENTARY
04.22.2024

22 April 2024 : LAURA MACARTHUR ELEMENTARY_04.22.2024

Summary Report

cfs INTERIORS & FLOORING

Scale 1:730 (original drawing scale 1:410)

Laura MacArthur Elementary School

All Room Get VCT Tile

Except A116



LAURA MACARTHUR ELEMENTARY
04.22.2024

22 April 2024 - LAURA MACARTHUR ELEMENTARY_04.22.2024

Summary Report

cfs INTERIORS & FLOORING

Scale 1:800 (original drawing scale 1:410)



cfs
INTERIORS & FLOORING
940 Apollo Road, Suite 110
Eagan , MN 55121
Ph : (651) 681-8100 Fax: (651) 681-1385

Proposal

Attn: BRYAN BROWN
From: JEFF NEYSSEN
Estimator: James Gunderson
Admin: Jamison Murphy
Revision #:
Date: 4/23/2024 *Bid Due Date:* 4/22/2024
Plan Date: *Addendum :*

To	*Project*
ISD #709 709 PORTIA JOHNSON DRIVE DULUTH, MN 55811	LOWELL ELEMENTARY / ISD #709 SWIFT #241171 2000 RICE LAKE ROAD DULUTH, MN 55811

ISD 709 - LOWELL ELEMENTARY

TOTAL (APPLICABLE TAX INCLUDED)	$	224,455.00

SUPPLY & INSTALL OF VCT @ ROOMS #R28 & CAFETERIA OF LOWELL ELEMENTARY

TOTAL (APPLICABLE TAX INCLUDED)	$	37,550.00

SUPPLY & INSTALL OF VCT & CARPET TILE (VCT IN ROOMS #29 - 34, CARPET TILE IN OFFICES

TOTAL (APPLICABLE TAX INCLUDED)	$	51,323.00
PROPOSAL TOTAL	$	313,328.00

Notes:

- Prices based on attached drawings.
- Bid floors ready to receive.
- Proposal is based on work performed during regular hours (no overtime).
- **Proposal expiration date - 4/29/24**

Inclusions:

- Proposal includes take up and reclamation.
- Proposal includes preliminary moisture testing.
- Proposal includes minor floor prep. Additional floor prep, if required, will be added on a time and material basis.
- Proposal includes skim coating for VCT installation.

Exclusions:

- Proposal excludes attic stock.
- Proposal excludes furniture, fixture & equipment moving.
- Proposal excludes moisture mitigation or post installation floor protection.
- Proposal excludes ceramic demolition, preparation, and epoxy grout.

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*****CFS Interiors & Flooring will not be held responsible for any delays related to supply-chain issues or labor shortages. *****

These delays are beyond our control, therefore CFS will not accept any back-charges or liquidated damages at this time. The construction industry is experiencing frequent and prolonged delays from both manufacturing and shipping companies. Please take these issues into account when placing orders or scheduling your projects. Physical samples for submittals may take in excess of 14 business days to process. Consider processing digital submittals whenever possible.

Commercial Flooring Services, LLC will furnish, deliver, and install the above material in accordance with all transmitted plans, specifications and general conditions for the listed price. The price includes all applicable freight and taxes, unless otherwise noted. Unless specifically included in this proposal: excludes all demolition, repair or take-up of existing flooring; excludes vacuuming, damp mopping, buffing, waxing or floor protection; excludes floor floating, leveling or repair; excludes sealing of floor, cleaning or removal of oil, grease, solvents, paints, plaster or other foreign substances; excludes asbestos control/abatement; includes no attic stock of material beyond installation coverage; includes work only during regular hours and for a single phase job; excludes any furniture movement; excludes any addenda beyond the base bid; Per CRI-104-96, 6.3 site conditions: The owner or general contractor must submit to the flooring contractor a written report on moisture and surface alkalinity of the slab to determine its suitability as a substrate for the material to be installed. Floor preparation will be billed on a time and material basis at the current rate per man-hour plus the cost of the materials. Client is subject to payment for stored materials. Commercial Flooring Services, LLC will not accept charge backs of damage or cleaning without the option to inspect claim(s) to repair or without the option to make arrangements for acceptable repairs at their expense. Commercial Flooring Services, LLC is not responsible for any claims that might result from product delivery date changes beyond their control. If a manufacturer requires a deposit to manufacture/ship certain items, client will pay that amount. This proposal is valid for thirty (30) days. Full payment is due ten (10) days from receipt of invoice unless otherwise specified.

WARRANTY DOES NOT INCLUDE ANY MOISTURE RELATED SUBFLOOR FAILURES

CFS INTERIORS & FLOORING

Signed: _____

JEFF NEYSSEN

Proposal Total: $313,328.00

GENERAL CONTRACTOR

Signed: Jill Lofald

Proposed Installation Start Date: _____

Jill Lofald, Board Chair

LOWELL ELEMENTARY DULUTH
PLANS DATED 11.21.2018 - BREAKOUT

22 April 2024 : LOWELL ELEMENTARY DULUTH_PLANS DATED 11.21.2018 - BREAKOUT

Summary Report

8/24

cfs INTERIORS & FLOORING

area

VCT - OPTION 1 : 1'x 1' [split 1940:full 27967] [tileEdge= 55792'4"]
area count=27

VB BASE 4" - CLASSROOMS - OPTION 1
area count=22

VB BASE 4" - CORRIDORS - OPTION 1
area count=5

TRANSITION - IF NEEDED - OPTION 1
area count=18

VCT - OPTION 2 : 1'x 1' [split 126:full 3378] [tileEdge= 6694'10"]
area count=2

VB BASE 4" - OPTION 2
area count=2

TRANSITION IF NEEDED - OPTION 2
area count=2

CARPET - OPTION 3 : 2'x 2' [split 72:full 142] [tileEdge= 633'7"]
area count=2

28

VCT - OPTION 3 : 1'x 1' [split 476:full 6385] [tileEdge= 12555'1"]
area count=8

VB BASE 4" - OPTION 3
area count=10

TRANSITION - IF NEEDED - OPTION 3
area count=3

Plan Total

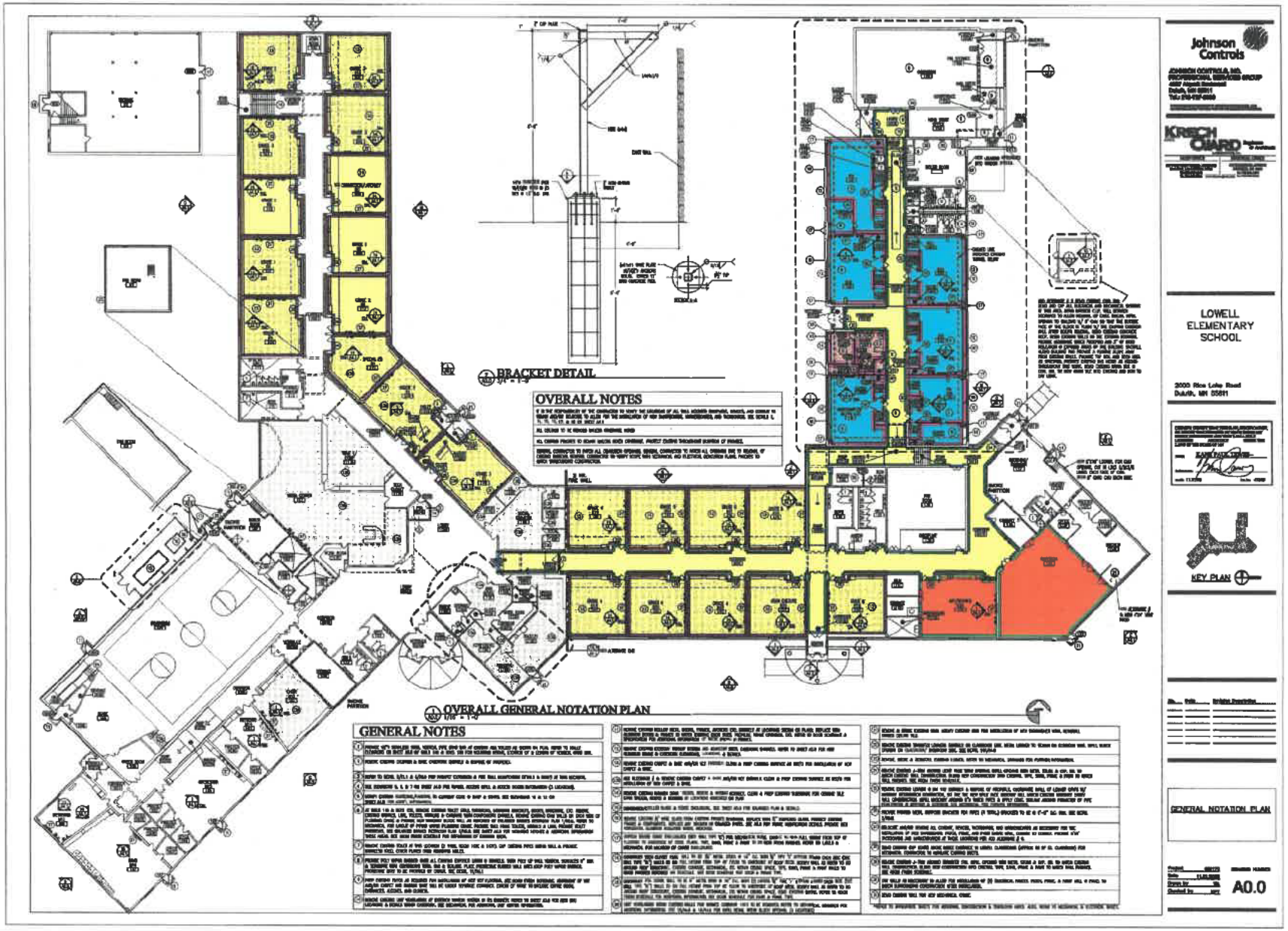
LOWELL ELEMENTARY DULUTH
PLANS DATED 11.21.2018 - BREAKOUT

22 April 2024 : LOWELL ELEMENTARY DULUTH_PLANS DATED 11.21.2018 - BREAKOUT

Summary Report

cfs INTERIORS & FLOORING

Scale 1:880 (original drawing scale 1:192)



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auditlabs

Prepared for **Duluth Public Schools** April 18, 2024

Response to request Proposal: **Internal / External Penetration Test and Application Assessment**

Objective: The objective of the external penetration test is to assess the security of Duluth Public School's external-facing systems and networks from the perspective of an external attacker. This test aims to identify and exploit vulnerabilities that could potentially be leveraged to gain unauthorized access or compromise sensitive information.

Approach: This is a gray box penetration test (credentialed & uncredentialed assessment), which will assess the technical security controls of Duluth Public School external network and internal network. We will leverage the Internet and some information that you provide us.

The test consists of three phases:

- **External Security Assessment:** Four days of testing, followed by a half-day dedicated to reporting.
- **Internal Security Assessment:** Five days of testing followed by one day dedicated to reporting.

Total Testing time: Nine days of testing, one and a half days of reporting. Eighty-four Total hours.

- External Security Assessment: This phase will provide an external view through the lens of a threat actor by evaluating the resiliency of the organizations network perimeter. We will work to discover the technical weaknesses exposed to the internet.
    - **Open-Source Reconnaissance (OSINT):** This process involves the strategic utilization of publicly accessible resources to gather sensitive information about an organization. By examining data available in the public domain, we can identify critical details such as the technologies employed by the organization and potential usernames. This intelligence is crucial for

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formulating targeted strategies in subsequent phases of testing, enhancing the effectiveness of security assessments.

- **Port Scan:** This technique is utilized to probe a server or network device systematically to identify which ports are open and listening. By sending client requests to various ports and analyzing the responses, a port scan reveals which services are active and potentially vulnerable to exploitation.
- **Vulnerability Scan:** This process involves a systematic examination of systems or networks to identify and quantify security vulnerabilities. Utilizing specialized scanning tools, the scan assesses exposed points within an infrastructure to pinpoint weaknesses that could be exploited by attackers.
- **Manual/Automated Exploit Attempts:** – This entails a diligent search for vulnerabilities that automated scans may not detect, leveraging findings from these scans to exploit known issues, comprehensively assessing the risks associated with identified vulnerabilities, and documenting any mitigating controls in place.
- **Password Attacks**: - A critical component of external penetration testing involves conducting password attacks. These attacks leverage open-source intelligence and exploit documented vulnerabilities to enhance the likelihood of success while circumventing existing security measures. Such strategies provide valuable insights into deficiencies within password policies, account lockout procedures, and multi-factor authentication systems.

- **Internal Penetration Test**
  - **Duration:** Five days of testing followed by one day dedicated to reporting.
  - **Uncredentialed Testing**:
    - **Objective**: Monitor and analyze network traffic within the internal network to identify methods of capturing credentials and observing data flows.
    - **Methodology**: Utilize network security tools to capture traffic and analyze it for potential security lapses and points of data leakage.
  - **Non-Admin Credentialed Scan**:
    - **Objective**: Enumerate and scrutinize the network using specific credentials to identify and exploit vulnerabilities, with the



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ultimate goal of escalating privileges and accessing sensitive data.

- **Approach**: Leverage existing user credentials to perform thorough network scans, applying specialized tools to exploit identified vulnerabilities and assess the availability of sensitive information on the network.

DULUTH PUBLIC SCHOOLS Project Timeline

IX. Post SOW Scoping Call:

A scoping call involving ITAL and Duluth Public Schools project team members. The purpose of this call is to discuss and finalize the scope of work outlined in the Statement of Work (SOW).

Goals and deliverables:

Duration: Approximately 1 hour

Participants: Key personnel from the Duluth Public Schools and ITAL project teams.

1. Identify the goals of the penetration test.
2. Establish success metrics.
3. Determine testing methodology:
   a. Adversarial Attack/Defend
   b. Audit-Only with no active Defense.
   c. Assumed Breach//Full-service
4. Identify key project team members at ITAL and Duluth Public Schools
   a. Emergency Points of Contact
   b. Working-hours Points of Contact
5. Provide Testing Methodology:
   a. Vulnerability Scanning/Testing
6. Identify the project Scope
   a. Internal Subnets
   b. External Subnets
   c. Internal Defenses
   d. External Defenses
   e. Critical // Out-of-Scope systems
7. Identify Credentials to be used for Vulnerability Scanning
   a. Provide DULUTH PUBLIC SCHOOLS with instructions to create credential groups if necessary.

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8. Identify any out-of-scope attack tactics.
   a. Phishing//Credential Harvesting//Brute-Forcing//DoS//DdoS//etc.
9. Provide communication plan for duration of penetration test.
10. Confirm that an ITAL testing box will be provided with Preconfigured tools and that it will be accessible externally.
11. Confirm that access to the in-scope subnets can be provided.
12. Confirm that firewalls/rules can be configured to allow remote access to the device from predefined locations//IP addresses.
13. Complete PE Authorization Form for DULUTH PUBLIC SCHOOLS signature

IX. External Assessment

1. Scan each subnet with Tenable Nessus utilizing the professional license, credentialed scans, credentialed patch audits, configuration scans, etc.
2. Review the findings returned by Tenable Nessus and categorize vulnerabilities into High/Medium/Low priority.
   a. These priorities will be categorized not just by the CVE score, or the severity returned by the Vulnerability scanner, but also by ease-of-remediation and prevalence within the environment.
3. Conduct thorough investigation of Duluth Public Schools infrastructure presence available on the open Internet to include DNS, subdomain, username/email, sensitive documents, etc.
4. Maintain communication throughout the process and conduct meetings with stakeholders/system-owners to review findings and suggest remediation paths.

IX. Internal Assessment

IT Audit Labs will utilize tools to examine the network security posture.

1. Remote into the in-scope subnets and begin manual exploitation attempts of vulnerabilities identified through Nessus scan.
2. Attempt to capture valid network credentials with inline network access. Whether successful or not, obtain credentials to conduct further scanning with access to Active Directory domain(s).
3. Manually enumerate possible vulnerabilities and exploit-paths to compromise systems and bypass remediating controls
4. Test Lateral movement throughout the environment.

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5. Determine effectiveness of remediating controls by attempting to bypass EDR/Firewalls.
6. Utilize Open-Source and proprietary tools to exploit systems with the goal of achieving success metrics defined in the scoping call.
7. Collect information to generate a report to explain all attack paths, possible configuration errors, and penetration test findings.
8. Monitor/record changes made throughout the environment to ensure a successful and expeditious cleanup post-test.
9. Conclude the test by removing all tools/artifacts/code snippets/configuration changes made during the testing cycles.

IX. Reporting and presentation

ITAL will provide **DULUTH PUBLIC SCHOOLS** with an executive summary debrief for each of the above tasks at completion.

- Vulnerability Assessment: Review of recommended remediations, and configuration of tests.
  - Provide a C-Level report as well as a technical report outlining the findings and recommended remediations by priority within the vulnerability management plan.
- Penetration Test: Review (dependent on findings) to go over the exploit paths and findings.
  - Provide a C-Level report as well as a technical report outlining the findings//recommended remediations, configurations, and tests.
- Immediate Notification Protocol for Critical Findings
  - **Policy**: Should a critical issue be discovered at any point during the testing phase, we will immediately inform our project sponsor.
  - **Procedure**: Upon identification of a critical vulnerability or security risk, the testing team will promptly communicate this finding to the designated project sponsor to ensure swift action and remediation. This protocol is designed to minimize potential risks and facilitate rapid response to pressing security concerns.

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V. Service Rates

Services rendered by IT Audit Labs shall be conducted on a Time and Materials basis. All such services will be estimated and approved by Client prior to execution. Client remains responsible to pay all amounts incurred under the Agreement for the actual charges incurred, whether less than or in excess of such estimated amount.

IT Audit Labs will bill for the actual time and expenses incurred on Client's behalf. Services will be billed at the HOURLY RATES indicated below, unless updated in writing by IT Audit Labs as described in a Note to the Services Rates table below.

Service Rates:

Rate Per day	$1,800
Number of Days	10.5
Total Cost of Project	$18,900*

*50% due up front**

Note: Additional services requested by Client to be performed outside of normal business hours shall be billed at 150% of the IT Audit Labs Standard Rates listed above. Normal business hours are defined as 8am – 8pm, CST, Monday – Friday, excluding holidays observed by IT Audit Labs.

IT Audit Labs Standard Rates are reviewed annually and increased based on prevailing economic factors, effective January 1 each year. In recognition of our partnership, IT Audit Labs will provide a rate concession on the then-current IT Audit Labs Standard Rates for Services provided under this Statement of Work.

VI. Reimbursable Expenses

Expenses to be reimbursed by Client under this SOW, if any, are as follows:

- Vulnerability Assessment: Review of recommended remediations, and configuration of tests.
- All materials, travel, and any other direct costs will be billed at actual cost.
- All out of pocket expenses as specified in the Agreement.
- One-way travel time is chargeable at fees defined in the Service Rates.
- Charges will be made for round trip mileage (in accordance with IRS standards).
- IT Audit Labs consultants are permitted to book direct flights and shorter layovers if the airfare is not considerably more than travel options with multiple stops and longer layovers.
- IT Audit Labs consultants are permitted to utilize Hertz for all car rentals. IT Audit Labs has preferred rates with Hertz and related insurance coverage.

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- IT Audit Labs consultants will retain receipts for all travel expenses, but these detailed receipts will NOT be provided to Client unless requested to verify a travel expense

VII. Actual Charges

The scope of this SOW, any Time and Materials estimates, and services provided hereunder, are based on the IT Audit Labs understanding to date of the activities and resources to be included, Client systems and environment, Client's personnel's availability, understanding, training and assistance, among other factors. Thus, actual charges may exceed estimates. Given the complexity of the services, it is not always possible to reflect changes or to identify precisely when actual work or charges may exceed the estimates.

VIII. Software Licenses and Fees

As required, all proprietary and third-party software, license costs and related fees are separate and will be agreed to in a separate "Purchase and Sales Agreement", Quote and/or End User License Agreements (EULA(s)) between the applicable parties.

IX. Invoice/Billing Terms

- All invoices will be in U.S. Dollars (USD), and payable per the terms established in the Agreement.
- IT Audit Labs will invoice Client for Time and Materials fees, plus any associated reimbursable expenses, and applicable taxes, per the terms established in the Agreement. Fees which do not appear on an invoice for a particular period may appear on future invoices.
- If Client, in good faith, disputes an amount on an invoice, Client must notify IT Audit Labs in writing within seven (7) days of the date of invoice receipt setting out reasons for the dispute and the amount in dispute (Disputed Amount). IT Audit Labs will, within seven (7) days of the date of receipt of Client's notice in writing in good faith, review the invoice for the purposes of resolving such dispute.

Critical Success Factors

- English will be used as the common business language.
- All dates and times referenced are in North America, Central Time Zone, unless stated otherwise.
- Client agrees to provide, and IT Audit Labs will have access to, contacts within the company with understanding of client data, and current business system applications.
- Client agrees to provide IT Audit Labs resources with online, local and remote access capability as well as appropriate workspace if on-site presence is required.
- As required, Client agrees to have in place any required onsite hardware and network with sufficient capacity to support all initiatives.

- Client agrees to provide commercially viable network communications necessary to support each business location.
- If additional environments are required during the term, IT Audit Labs will assist Client to determine options for hosting additional environments and suggest efforts to manage the utilization (i.e. additional environments can be "turned off" when they are not being used to minimize any additional costs). The costs of these environments are the responsibility of Client and are not included in the scope of this SOW.

With the exception of application support tickets, which are governed by Service Level Objectives, IT Audit Labs will work with client to determine a mutually agreeable delivery schedule for all other Advantage support services.

IT Audit Labs:

By: DocuSigned by: Kelly S Vergha
DB78D0B7829D401...

Title: Sr Program Manager

Date: 4/18/2024

Customer:

By: Simone Zurich

Title: Exec. Dir. Business Services

Date: 4/26/24

AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of April, 2024, by and between Independent School District #709, a public corporation, hereinafter called District or DPS, and Family Freedom Center an independent contractor, hereinafter called Contractor or FFC.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of April 10, 2024 and shall remain in effect until April 12, 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.** *This agreement outlines the collaborative partnership between Duluth Public Schools (hereafter referred to as "DPS") and the Family Freedom Center (hereafter referred to as "FFC") to honor and disseminate the significant contributions and legacy of Ethel Ray Nance to the Duluth community.*

FFC will partner with DPS to ensure that students and staff across Duluth Public Schools gain valuable insights into the impactful history and enduring legacy of Ethel Ray Nance through a series of educational presentations and engagements.

To achieve these objectives, FFC shall organize presentations at all three Duluth public high schools: East High School, Denfeld High School, and the Area Learning Center (ALC), as well as at Lincoln Park Middle School and Ordean East Middle School. These presentations are designed to engage and educate the student body and staff, fostering a deeper understanding and appreciation of Ethel Ray Nance's historical significance.

Expenditures and Financial Provisions: *To support the successful execution of this agreement, the following expenditures are authorized within the contract:*

1. Lodging Assistance: For Karen Nance and Rekhet Si-Asar, an allocation not exceeding $3,675.24 is designated for lodging support.

2. Facilitator Payment: Payments for facilitators Karen F. Nance, Madison Nance, Marie Nance, and Lennie the Educational Poet shall not exceed a total of $2,850.

3. Airfare Assistance: Airfare support for Karen Nance, Sheldon Nance, Marie Nance, Cocee Baker, Thatcher Nance, Craig Nance, Marie Barrett, and Madison Nance is capped at $3,200.

4. Per Diem Payment: A per diem allocation of no more than $472.00 is set for Karen Felicia Nance, Marie Nance, Sheldon Nance, Madison Nance, Cocee Baker, Thatcher Nance, Craig Nance, and Marie Barrett.

5. Transportation Assistance Support Payment: For Rekhet Si-Asar, Carla Hamilton, Rick Troy, James Buckner, and Tom (unknown surname), a maximum of $300 is allocated for transportation support.

6. Allocation of Remaining Funds: Any remaining funds, following the allocations detailed above, shall support FFC in fulfilling its contractual obligations to facilitate and implement the terms of this agreement.

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. **Payment:** 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 $12,000.00 in total

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Nate Smith/Anthony Bonds, 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) 310 N 1st Ave W Suite 108, Duluth, MN 55806

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

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

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

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

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

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

17. **Insurance.** (If applicable)

In this agreement, the Contractor functions as a fiscal agent / organizer. It is understood that all independent facilitators involved in the execution of this contract are individually responsible for securing and maintaining their own insurance coverage throughout the duration of the contract.

Insurance Requirements for Independent Facilitators:

Workers' Compensation Insurance: Each independent facilitator is responsible for obtaining Workers' Compensation insurance for themselves and any of their employees, in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability.

Commercial General Liability: Independent facilitators must maintain insurance to protect against claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services, as well as for property damage, including loss of use. This applies to operations carried out by the independent facilitator, any subcontractor, or by anyone directly or indirectly employed by them.

Independent facilitators are responsible for ensuring that their insurance remains in force for the term of the contract. The Contractor, serving as the fiscal agent / organizer, is not required to verify the facilitators' insurance coverage but emphasizes the importance of each facilitator's compliance with these insurance responsibilities.

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature	SSN/Tax ID Number	Date
Program Director		Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the 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	~~205~~ E	~~203~~ 005	~~1501~~ 203	161	303	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

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair — Date: 4/10/24

Program Director — Date: 4/10/24

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	83-0943572 SSN/Tax ID Number	04/10/2024 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:

_____ 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).

XX	X	XXX	XXX	XXX	XXX	XXX

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

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

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

AGREEMENT

THIS AGREEMENT, made and entered into this 9 day of April, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Brigette Eckwood, 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 04/11/2024 and shall remain in effect until 06/30/2024, 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.** *Providing recreational dance instruction of Step Dancing which was developed by African American fraternities and sororities in the mid-20th century. Lessons to be practiced at Denfeld High School and the Washington Center.*

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 $50 hourly and $3000 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) 2702 ½ W 2nd St APT 1, Duluth, MN 55806.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Brigette Eckwood [redacted] 4/9/24

Contractor Signature SSN/Tax ID Number Date

Program Director 4-10-24

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	405	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

Erinne Zmich 4/11/24

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

FIRST
Educational Resources
POWERFUL • AFFORDABLE • SUSTAINABLE

EDUCATIONAL SERVICES PROPOSAL	
Client Name	Duluth Public Schools
Client Address	709 Portia Johnson Drive | Duluth, MN 55811
Company Information	FIRST Educational Resources 5881 Seven Elms Drive (920) 479-6504 Garth@firsteducation-us.com
Services	Dr. Matt Townsley will provide one day of professional development to staff from Duluth East High School and Denfeld High School on best practices in assessment and grading. This presentation will be customized based on a planning call with Duluth Public Schools to establish the goals and outcomes for this professional development day. ** Additional Option for 2024-25 school year: Dr. Garth Larson or Becky Peppler will meet and work with staff from both Duluth High Schools grade level teams to assess their current reality with standards, targets, assessment, grading and reporting practices, and college and career readiness. The data is examined to reveal patterns. After analyzing the data from each content and/or grade level team, strengths and areas for support moving forward as a school are identified. Based on all of the evidence gathered and reviewed, comprehensive recommendations are made. These action steps are written to be actionable and to lead to student learning impact. This report will lay out specific recommendations for next steps for each content and/or grade level team and each building.
Dates	June 6, 2024 Dates TBD in 2024-25 School Year for Additional STAGR Analysis Option

Venue	To be determined between the Duluth Public Schools and FIRST Educational Resources
Consultant	Dr. Matt Townsley (June 6, 2024) Dr. Garth Larson or Becky Peppler for Option STAGR Analysis
Fee	June 6, 2024 | $6,000 (fully inclusive of travel and planning) Optional STAGR Analysis: $5000 per school (fully inclusive of planning, visit, travel and report writing)
Payment Schedule	The Client will issue a purchase order for the full amount of the engagement upon acceptance of this agreement, which is payable and due after completion of services and receipt of FIRST Educational Resources invoice.
Expenses	All fees are fully inclusive.
Termination	Either party may terminate this Agreement by giving 45 days' written notice without affecting the rights or obligations of the parties. Cancellation (outside of events beyond its control) will result in payment of full presentation fee.

SIGNED by Garth Larson, CEO



for and on behalf of the Company

SIGNED by Duluth Public Schools



for and on behalf of the client

STAGR Consultant Bios

Matt Townsley has authored multiple books including Making Grades Matter: Standards-Based Grading in a Secondary PLC at Work (Solution Tree), Using Grading to Support Student Learning (Routledge), A Parents' Guide to Grading and Reporting: Being Clear about What Matters (Rowman & Littlefield), and most recently, Grading Reform That Lasts: Eight Steps to Transforming Your School's Assessment Culture (Solution Tree). As a former district administrator and teacher in the Solon Community School District (Solon, IA), he has firsthand experience implementing and leading lasting grading reform. District Administration magazine named Solon Community Schools a district of distinction, and Solution Tree recognized multiple buildings in the district as model professional learning communities during his tenure. Through conferences, professional development and

workshops, Dr. Townsley has consulted with teachers, administrators, and parents across the globe on the topics of assessment and grading.

In recognition of his leadership, Matt was named Iowa's Central Office Administrator of the year and he was recognized as an ASCD Emerging Leader. His writing can be found in publications such as Educational Leadership, School Administrator, ASCD Express, and NASSP Bulletin. In addition, he has been featured or quoted in the following media outlets: The Christian Science Monitor, CNN.com, The Washington Post, USA Today, California and Kansas public radio, the Center for Digital Education, Education Week, Khan Academy Ed Talks, as well as presented at national conferences such as the Learning Forward Annual Conference, National Conference on Education (AASA), and the Association for Middle Level Education (AMLE) Annual Conference. Matt's energetic approach to engaging audiences has earned him the moniker "The Sportscaster of Alternative Grading."

Dr. Townsley is an assistant professor of educational leadership at the University of Northern Iowa in Cedar Falls, IA.

Garth Larson, Ed.D is the Co-Founder and CEO of FIRST Educational Resources. Garth has previously worked as the Director of Learning for the Winneconne Community School District in northeast Wisconsin, was an elementary principal in two separate buildings and started his career in education as a high school speech and English teacher. In 2015, Garth Co-Founded FIRST Educational Resources with a focus on improving student achievement across the United States. Since 2015, over 2000 school districts throughout the globe have become partnership districts with his company. Garth currently consults with school districts around the world and provides customized professional development around a variety of topics, mainly Professional Learning Communities 2.0, Learning-Centered and Equitable Grading Practices, Leadership and School Improvement. Garth is also the co-author of *6 books,* including *Grading for Impact, Raising Student Achievement Through a Target-Based Assessment and Learning System, The STAGR Process Roadmap* and the soon to be released, *Extinguishing the Fires Within Assessment and Grading Reform.*

Becky Peppler is the Director of the FIRST Education STAGR (Standards, Targets, Assessment, Grading & Reporting) Center (a division of FIRST Educational Resources). She has 15 years of professional experience in public education, working in the Winneconne Community School District in northeast Wisconsin. Becky has spent time as a 6-12 Instructional Coach with a focus on supporting teachers in the classroom on a daily basis. Prior to her role as an instructional coach, Becky taught Chemistry and Forensic Science and was the 6-12 Science Curriculum Chair. She has a passion for designing meaningful assessments practices, making reassessment work, target based learning implementation, building social and emotional skills and ensuring that all students continue to learn at high levels. Becky currently consults to school districts all over the United States in these areas and is the co-author of *The STAGR Process Roadmap* and the soon to be released, *Extinguishing the Fires Within Assessment and Grading Reform.*

Zearn Master Service Agreement

This Master Services Agreement (the "Agreement") is between Zearn and DULUTH IND SCHOOL DISTRICT 709 ("Account Holder") in Minnesota for the 2024-2025 school year. The Agreement sets out the terms and conditions with respect to the Services that the Account Holder may receive throughout the school year, as defined below, and incorporates Zearn's Terms of Use (https://www.zearn.org/termsofuse) and Privacy Policy (http://www.zearn.org/privacy).

1. Covered Schools and Services

Zearn will provide the following Services to the district/school(s) listed below ("Covered Schools"):

District / School Name	Services
CONGDON PARK ELEMENTARY SCHOOL	School Account
LAURA MACARTHUR ELEM SCHOOL	School Account
LINCOLN PARK MIDDLE SCHOOL	School Account
MYERS-WILKINS ELEMENTARY SCH	School Account
ORDEAN EAST MIDDLE SCHOOL	School Account

2. Fees and Payment

The combined fee associated with the Services above is $12,500.00 (the "Fee"). The Fee does not include state taxes that may be applicable. Once this Agreement is signed, the Account Holder is responsible for full payment. Zearn will provide Account Holder an invoice with payment due within 30 days of the invoice date. Account Holders who purchase Zearn School Account(s) and On-Demand Professional Development will receive an invoice at the earliest in July 2024 unless an invoice is requested sooner. Account Holders who purchase a live Professional Learning offering will receive an invoice following Zearn's delivery of Professional Learning Services. Payments are non-refundable.

3. Zearn School Account and On-Demand Professional Development Terms

For Account Holders who purchase a Zearn School Account and On-Demand Professional Development for the 2024-2025 school year, the following terms apply.

3.1. Zearn School Account License Period

Account Holder's Zearn School Account license begins on the day this Agreement is signed, or if purchased later, on the purchase date, and runs through June 30, 2025. When noted in Section 1 above, "Legacy" refers to customers who piloted Zearn Math in the 2016-17 school year.

3.2. Authorization

By purchasing a Zearn School Account and On-Demand Professional Development license, Account Holder represents and warrants that it is an authorized representative of the Covered Schools with permission to enter into this Agreement on behalf of the Covered Schools, inclusive of staff members and students who will utilize the Services. Account Holder understands and acknowledges that a Zearn School Account is for the use of students and school staff only, and that Zearn does not authorize third parties to access Zearn School Accounts. Account Holder further represents and warrants that it has read, understands and accepts the terms of this Agreement on behalf of Covered School. Account Holder further acknowledges and agrees that it or its designated representatives has the right to share student personal, performance and other information with Zearn for the purpose of Zearn providing the Services to the Covered Schools and as further described in the Privacy Policy, in accordance with the terms of this Agreement.

3.3. Privacy

Zearn Master Service Agreement

Zearn and Account Holder agree to comply with all applicable federal, state and local laws. In the event Account Holder, or its Covered Schools, are subject to the Family Educational Rights and Privacy Act (FERPA), Zearn and Account Holder agree as follows:

(A) Account Holder appoints Zearn as a "school official" as that term is used in FERPA Regulation 34 C.F.R §99.31 (a)(1)(i) and 34 C.F.R Part 99 et seq., with a "legitimate educational interest" to carry out its responsibilities under the Agreement.

(B) Account Holder represents and warrants that it, or its Covered Schools, has received all necessary signed and dated written consents from the parents/legal guardians of students to provide student data for the purpose of receiving the Services, as required under FERPA.

Zearn agrees to support Account Holder's compliance with FERPA, including operating under the direct control of Account Holder with respect to its use of student information provided by Account Holder or its Covered Schools, teachers or students.

3.4. Data Retention

Upon termination of the Zearn School Account services under this Agreement or other account inactivation, Zearn will retain account and student information provided by Account Holder and its Covered Schools for a period of 180 days for Account Holder's convenience in the event of renewal or reactivation. Account Holder or its Covered Schools may request deletion of account information at any time by providing a written request to Zearn through schoolaccounts@zearn.org.

3.5. Data Security

Zearn maintains reasonable security standards appropriate to the type of data collected. This includes multiple safeguards to help protect against loss, misuse or alteration of information, including encryption of data in transit and at rest, use of two-factor authentication to access the system, regular software security updates and industry best practices for network and physical security.

3.6. Account Holder Privacy Obligations

Account Holder and its Covered Schools are responsible for managing the privacy and security of student, teacher and administrator account credentials affiliated with Zearn School Accounts. As such, log-in and password information should not be shared or used by more than one individual in order to access content including On-Demand Professional Development material; to knowingly share account information is a violation of Zearn's Privacy Policy and this Agreement. Account Holder agrees to notify Zearn immediately if it knows or suspects there has been unauthorized access to accounts or any other breach of security. Zearn will comply with all applicable laws concerning sending appropriate notifications in the event of an unauthorized disclosure of personal identifying information.

3.7. On-Demand Professional Development License

Account Holder may receive from Zearn a non-exclusive, non-transferable, revocable license to access and use the On-Demand Professional Development materials for non-commercial, professional development purposes. As part of this Agreement, teachers and administrators with access to the On-Demand Professional Development materials agree not to share, redistribute, or otherwise make available the Zearn Professional Development materials to individuals or entities who are not affiliated with the Account Holder. Zearn retains ownership of the On-Demand Professional materials and retains all intellectual property rights in these materials. Zearn is the sole provider of these Professional Development materials; any commercial use or distribution of them is strictly prohibited.

4. Professional Learning Sessions

If Account Holder who purchases Professional Learning sessions ("Professional Learning"), the following terms apply.

Zearn Master Service Agreement

4.1. Scope
The purpose of Professional Learning is to provide comprehensive training to support district and school-based educators and leaders with launching and growing Zearn Math implementation at the classroom, school, and district level. Professional Learning sessions are provided live either on-site or virtually. Professional Learning sessions include all instructional materials needed to fully participate in the training program.

4.2. Rescheduling and Fee Policy
Account Holder may reschedule its training date provided Account Holder gives Zearn written notice at least two (2) weeks prior to the date of on-site training or training sessions over four (4) hours in duration, or five (5) days prior to the date of virtual training under four (4) hours in duration ("Reschedule Window").

Zearn's training team incurs expenses in preparation for Professional Learning sessions and is not able to absorb these expenses if Account Holder cancels or reschedules outside of the Reschedule Window. For this reason, requests to reschedule made closer to the training date cannot be accommodated by Zearn, and in the event of a cancellation, Account Holder understands and agrees that it remains responsible for the full training fee.

4.3. Intellectual Property Disclaimer
Zearn has developed intellectual property, including content, tools, and materials that are included in its training sessions. Zearn maintains all ownership rights and interests in and to all training content, tools, and materials. The delivery of and payment for training sessions does not imply a transfer of any ownership rights or interests, and does not allow for Account Holder to claim ownership or interests in any of Zearn' s intellectual property. Account Holder agrees to use the training materials solely for its own personal and non-commercial purposes and in compliance with this Agreement and Zearn's Terms of Use.

4.4. Suggestions and Feedback
During the training, Account Holder may provide Zearn with certain suggestions or feedback regarding Zearn Math, including curriculum or content development recommendations (collectively, "Suggestions"). Account Holder agrees that Zearn shall own all such Suggestions, including all copyrights therein.

5. Purchasing Add-on Services
At the time of signing this Agreement and/or throughout its term, Account Holder may request services in addition to those listed in Section 1 ("Add-on Services"). Zearn will deliver to Account Holder Add-on Services following Zearn's receipt of a Purchase Order from Account Holder. Each Purchase Order, once received by Zearn, constitutes a separate binding contract between the Parties which incorporates and is subject to the terms and conditions of this Agreement.

Zearn Master Service Agreement

5.1. Zearn School Account and On-Demand Professional Development
If Account Holder orders additional license(s) for Zearn School Accounts or On-Demand Professional Development, Account Holder will provide Zearn a Purchase Order confirming the Covered Schools and relevant fees.

5.2. Zearn Printed Materials
If Account Holder orders Zearn Printed Materials, Account Holder will provide Zearn a Purchase Order and Order Form for the number of books, delivery details (location and recipient), and the relevant fees, including whether Account Holder is exempt from state taxes.

5.3. Professional Learning Sessions
If Account Holder orders Professional Learning, Account Holder will provide Zearn a Purchase Order confirming the training type, date(s), number of session(s), and the relevant fees.

6. Miscellaneous

6.1. Conflicting Provisions
In the event of a conflict between the terms and conditions of this Agreement and any other written agreement entered into between Zearn and Account Holder, the terms and conditions of this Agreement will control.

6.2. Modifications
Modifications to this Agreement are effective only if confirmed in writing between Zearn and an authorized representative of Account Holder.

6.3. Signature Authorization
This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures received by PDF file or other electronic format are agreed to be acceptable as original signatures.

Zearn Master Service Agreement

By signing the below, the Account Holder and Zearn agree to the terms of this Agreement.

For Account Holder:

Name Simone Zurich

Title Exec. Dir. Business Services

Signature Simone Zurich

Date 5/2/24

For Zearn:

Name Shalinee Sharma

Title Chief Executive Officer

Signature

Date 05/01/2024

DULUTH IND SCHOOL DISTRICT 709

Product	Price	Quantity	Subtotal
School Account School Account services through June 30, 2025. Includes an unlimited number of staff, student, and administrator accounts within the school.	$2,500.00	5	$12,500.00

Total **$ 12,500.00**

Tax is **not included in the above quote. Tax will be added to your invoice, if applicable. If your school or district is tax-exempt, please upload a copy of your tax exemption certificate in order to receive a tax-free invoice.*

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Zearn

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☑ Other (see instructions) ▶ **501 c(3) NONPROFIT Organization**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
PO Box 20

Requester's name and address (optional)

6 City, state, and ZIP code
New York, NY 10116

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
___ - ___ - ____

or

Employer identification number
37 - 1665745

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 3/15/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Cat. No. 10231X Form **W-9** (Rev. 10-2018)

Zearn Master Service Agreement

This Master Services Agreement (the "Agreement") is between Zearn and DULUTH IND SCHOOL DISTRICT 709 ("Account Holder") in Minnesota for the 2024-2025 school year. The Agreement sets out the terms and conditions with respect to the Services that the Account Holder may receive throughout the school year, as defined below, and incorporates Zearn's Terms of Use (https://www.zearn.org/termsofuse) and Privacy Policy (http://www.zearn.org/privacy).

1. Covered Schools and Services

Zearn will provide the following Services to the district/school(s) listed below ("Covered Schools"):

District / School Name	Services
DULUTH IND SCHOOL DISTRICT 709	Educator Training - Complement (Virtual, Session)

2. Fees and Payment

The combined fee associated with the Services above is $500.00 (the "Fee"). The Fee does not include state taxes that may be applicable. Once this Agreement is signed, the Account Holder is responsible for full payment. Zearn will provide Account Holder an invoice with payment due within 30 days of the invoice date. Account Holders who purchase Zearn School Account(s) and On-Demand Professional Development will receive an invoice at the earliest in July 2024 unless an invoice is requested sooner. Account Holders who purchase a live Professional Learning offering will receive an invoice following Zearn's delivery of Professional Learning Services. Payments are non-refundable.

3. Zearn School Account and On-Demand Professional Development Terms

For Account Holders who purchase a Zearn School Account and On-Demand Professional Development for the 2024-2025 school year, the following terms apply.

3.1. Zearn School Account License Period

Account Holder's Zearn School Account license begins on the day this Agreement is signed, or if purchased later, on the purchase date, and runs through June 30, 2025. When noted in Section 1 above, "Legacy" refers to customers who piloted Zearn Math in the 2016-17 school year.

3.2. Authorization

By purchasing a Zearn School Account and On-Demand Professional Development license, Account Holder represents and warrants that it is an authorized representative of the Covered Schools with permission to enter into this Agreement on behalf of the Covered Schools, inclusive of staff members and students who will utilize the Services. Account Holder understands and acknowledges that a Zearn School Account is for the use of students and school staff only, and that Zearn does not authorize third parties to access Zearn School Accounts. Account Holder further represents and warrants that it has read, understands and accepts the terms of this Agreement on behalf of Covered School. Account Holder further acknowledges and agrees that it or its designated representatives has the right to share student personal, performance and other information with Zearn for the purpose of Zearn providing the Services to the Covered Schools and as further described in the Privacy Policy, in accordance with the terms of this Agreement.

3.3. Privacy

Zearn and Account Holder agree to comply with all applicable federal, state and local laws. In the event Account Holder, or its Covered Schools, are subject to the Family Educational Rights and Privacy Act (FERPA), Zearn and Account Holder agree as follows:

Zearn Master Service Agreement

(A) Account Holder appoints Zearn as a "school official" as that term is used in FERPA Regulation 34 C.F.R §99.31 (a)(1)(i) and 34 C.F.R Part 99 et seq., with a "legitimate educational interest" to carry out its responsibilities under the Agreement.
(B) Account Holder represents and warrants that it, or its Covered Schools, has received all necessary signed and dated written consents from the parents/legal guardians of students to provide student data for the purpose of receiving the Services, as required under FERPA.

Zearn agrees to support Account Holder's compliance with FERPA, including operating under the direct control of Account Holder with respect to its use of student information provided by Account Holder or its Covered Schools, teachers or students.

3.4. Data Retention

Upon termination of the Zearn School Account services under this Agreement or other account inactivation, Zearn will retain account and student information provided by Account Holder and its Covered Schools for a period of 180 days for Account Holder's convenience in the event of renewal or reactivation. Account Holder or its Covered Schools may request deletion of account information at any time by providing a written request to Zearn through schoolaccounts@zearn.org.

3.5. Data Security

Zearn maintains reasonable security standards appropriate to the type of data collected. This includes multiple safeguards to help protect against loss, misuse or alteration of information, including encryption of data in transit and at rest, use of two-factor authentication to access the system, regular software security updates and industry best practices for network and physical security.

3.6. Account Holder Privacy Obligations

Account Holder and its Covered Schools are responsible for managing the privacy and security of student, teacher and administrator account credentials affiliated with Zearn School Accounts. As such, log-in and password information should not be shared or used by more than one individual in order to access content including On-Demand Professional Development material; to knowingly share account information is a violation of Zearn's Privacy Policy and this Agreement. Account Holder agrees to notify Zearn immediately if it knows or suspects there has been unauthorized access to accounts or any other breach of security. Zearn will comply with all applicable laws concerning sending appropriate notifications in the event of an unauthorized disclosure of personal identifying information.

3.7. On-Demand Professional Development License

Account Holder may receive from Zearn a non-exclusive, non-transferable, revocable license to access and use the On-Demand Professional Development materials for non-commercial, professional development purposes. As part of this Agreement, teachers and administrators with access to the On-Demand Professional Development materials agree not to share, redistribute, or otherwise make available the Zearn Professional Development materials to individuals or entities who are not affiliated with the Account Holder. Zearn retains ownership of the On-Demand Professional materials and retains all intellectual property rights in these materials. Zearn is the sole provider of these Professional Development materials; any commercial use or distribution of them is strictly prohibited.

4. Professional Learning Sessions

If Account Holder who purchases Professional Learning sessions ("Professional Learning"), the following terms apply.

4.1. Scope

Zearn Master Service Agreement

The purpose of Professional Learning is to provide comprehensive training to support district and school-based educators and leaders with launching and growing Zearn Math implementation at the classroom, school, and district level. Professional Learning sessions are provided live either on-site or virtually. Professional Learning sessions include all instructional materials needed to fully participate in the training program.

4.2. Rescheduling and Fee Policy

Account Holder may reschedule its training date provided Account Holder gives Zearn written notice at least two (2) weeks prior to the date of on-site training or training sessions over four (4) hours in duration, or five (5) days prior to the date of virtual training under four (4) hours in duration ("Reschedule Window").

Zearn's training team incurs expenses in preparation for Professional Learning sessions and is not able to absorb these expenses if Account Holder cancels or reschedules outside of the Reschedule Window. For this reason, requests to reschedule made closer to the training date cannot be accommodated by Zearn, and in the event of a cancellation, Account Holder understands and agrees that it remains responsible for the full training fee.

4.3. Intellectual Property Disclaimer

Zearn has developed intellectual property, including content, tools, and materials that are included in its training sessions. Zearn maintains all ownership rights and interests in and to all training content, tools, and materials. The delivery of and payment for training sessions does not imply a transfer of any ownership rights or interests, and does not allow for Account Holder to claim ownership or interests in any of Zearn' s intellectual property. Account Holder agrees to use the training materials solely for its own personal and non-commercial purposes and in compliance with this Agreement and Zearn's Terms of Use.

4.4. Suggestions and Feedback

During the training, Account Holder may provide Zearn with certain suggestions or feedback regarding Zearn Math, including curriculum or content development recommendations (collectively, "Suggestions"). Account Holder agrees that Zearn shall own all such Suggestions, including all copyrights therein.

5. Purchasing Add-on Services

At the time of signing this Agreement and/or throughout its term, Account Holder may request services in addition to those listed in Section 1 ("Add-on Services"). Zearn will deliver to Account Holder Add-on Services following Zearn's receipt of a Purchase Order from Account Holder. Each Purchase Order, once received by Zearn, constitutes a separate binding contract between the Parties which incorporates and is subject to the terms and conditions of this Agreement.

5.1. Zearn School Account and On-Demand Professional Development
If Account Holder orders additional license(s) for Zearn School Accounts or On-Demand Professional Development, Account Holder will provide Zearn a Purchase Order confirming the Covered Schools and relevant fees.

5.2. Zearn Printed Materials
If Account Holder orders Zearn Printed Materials, Account Holder will provide Zearn a Purchase Order and Order Form for the number of books, delivery details (location and recipient), and the relevant fees, including whether Account Holder is exempt from state taxes.

5.3. Professional Learning Sessions
If Account Holder orders Professional Learning, Account Holder will provide Zearn a Purchase Order confirming the training type, date(s), number of session(s), and the relevant fees.

6. Miscellaneous

6.1. Conflicting Provisions
In the event of a conflict between the terms and conditions of this Agreement and any other written agreement entered into between Zearn and Account Holder, the terms and conditions of this Agreement will control.

6.2. Modifications
Modifications to this Agreement are effective only if confirmed in writing between Zearn and an authorized representative of Account Holder.

6.3. Signature Authorization
This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures received by PDF file or other electronic format are agreed to be acceptable as original signatures.

Zearn Master Service Agreement

By signing the below, the Account Holder and Zearn agree to the terms of this Agreement.

For Account Holder:

Name Simone Zurich

Title Exec. Dir. Business Services

Signature

Date 5/2/24

For Zearn:

Name Shalinee Sharma

Title Chief Executive Officer

Signature

Date 05/01/2024

Zearn Math
Quote-0029695-1
May 1, 2024

DULUTH IND SCHOOL DISTRICT 709

Product	Price	Quantity	Subtotal
Educator Training - Complement (Virtual, Session)	$500.00	1	$500.00
		Tax*	$ 0.00
		Total	**$ 500.00**

Tax is **not included in the above quote. Tax will be added to your invoice, if applicable. If your school or district is tax-exempt, please upload a copy of your tax exemption certificate in order to receive a tax-free invoice.*

To Order Zearn Printed Materials:

- Please email printedmaterials@zearn.org, with:

  (1) a completed Order Form (Google Sheets link) detailing the exact products being purchased and shipping/delivery information

  (2) a Purchase Order made out to Zearn (including a shipping fee equal to 10% or $25, whichever is higher; and applicable sales tax, *if your school or district is **not** tax-exempt*)

By submitting a Purchase Order for Zearn Printed Materials, you acknowledge and accept that all purchases for the Product(s) listed above are final and are not eligible for returns and/or refunds. Once your Purchase Order is received, your order will be processed. An invoice will be issued, and payment will be due within 30 days.

To Order Zearn School Account(s) and/or Professional Development:

- Please email your Zearn contact to request a Purchase Agreement, with:

  (1) the quote number referenced above; and the name, title and email of the person who will be signing the agreement

- Your Zearn contact will send a Purchase Agreement for you (or the specified person) to sign
- Create a Purchase Order and return it directly to our Billing team at billing@zearn.org

By submitting a signed Purchase Agreement for Zearn School Account(s) and/or Professional Development, you acknowledge and accept that all purchases for the Product(s) listed above are final and are not eligible for returns and/or refunds. Once your signed Purchase Agreement is received, your Zearn contact will follow up to finalize your order.

Please note: *Account Holders who purchase Zearn School Account(s) and/or On-Demand Professional Development will receive an invoice at the earliest in July unless an invoice is requested sooner. Account Holders who purchase a live Professional Learning offering will receive an invoice following Zearn's delivery of Professional Learning Services.*

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Zearn

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☑ Other (see instructions) ▶ 501 c(3) NONPROFIT Organization

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

PO Box 20

Requester's name and address (optional)

6 City, state, and ZIP code

New York, NY 10116

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

3	7	–	1	6	6	5	7	4	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 3/15/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Cat. No. 10231X Form **W-9** (Rev. 10-2018)

DocuSign Envelope ID: 0DBC1715-C807-45FB-B596-56C2A1FFCBBA

Association for Middle Level Education
2550 Corporate Exchange Dr., Suite 324
Columbus, Ohio 43231 | amle.org

CUSTOMER CONTRACT

Customer:	ISD 709 709 Portia Johnson Dr Colchester, VT 05446
Primary Contacts:	**Jennifer Larva** , Jennifer.larva@isd709.org **Joan Lancour**, Joan.lancour@isd709.org
Provided Consultants:	**Jennifer Rose / Katie Powell, AMLE**
Fee/Purchase Order:	**$ 5,250** all-inclusive rate (includes travel). Customer shall attach a valid purchase order to this Contract. Contract is not finalized until returned to AMLE with signature and purchase order.
Travel & Expenses:	The above amount includes all expenses for airfare, ground transportation, parking, hotel, meals, and other out-of-pocket expenses.
Program Details:	**Date & Time:** Full Day, June 6, 2024 **Location:** ISD 709 **AV Needs:** LCD Projector **Topic:** Teaching with Block Schedule, Effective MS Teaming Practices and Supporting Student Academic Success through Advisory Programs **Audience:** Teachers and support staff **Handouts:** Unless otherwise agreed upon, Consultant(s) will provide Customer with electronic version of all handout materials one (1) week prior to the event. The customer is responsible for duplicating and distributing all materials to attendees.
Payment:	Payment in full is due thirty (30) days from the date of invoice. Late payments shall incur interest at the rate of eighteen percent (18%) per annum. Please make checks payable to: Association for Middle Level Education (Federal Id #: 31-0865702) 2550 Corporate Exchange Dr, Ste 324 Columbus, OH 43231

THE PARTIES AGREE THE FOLLOWING "ADDITIONAL CONDITIONS" ON NEXT PAGE:

DocuSign Envelope ID: 0DBC1715-C807-45FB-B596-56C2A1FFCBBA

Association for Middle Level Education
2550 Corporate Exchange Dr., Suite 324
Columbus, Ohio 43231 | amle.org

ADDITIONAL CONDITIONS

1. **Cancellation Policy:** In the event Customer needs to cancel this Contract, written notice shall be immediately provided to AMLE. The parties recognize that damage will be caused upon the cancellation of this Contract and accordingly agree to pay liquidated damages in the following amounts: i) in the event of cancellation more than sixty (60) days prior to the commencement of the program, a cancellation fee shall be paid by Customer of fifteen percent (15%) of the total fees, or a minimum of two hundred and fifty dollars ($250), whichever is higher, plus all travel and expenses paid or incurred by AMLE; or ii) if the cancellation is received within sixty (60) days of the commencement of the program, a cancellation fee in the total amount of the fee plus all travel and expenses paid or incurred by AMLE.

2. **Copyrighted Work:** No materials, handouts, or presentations shall be copied, distributed, or utilized except in conjunction with the program by Customer without the expressed written consent of AMLE and Consultant(s). Consultant(s)'s presentation shall not be audio recorded, video recorded, or broadcast without written consent of AMLE and Consultant(s).

3. **Facility:** Customer is solely responsible for providing the premises and facility for the program. Customer warrants that the facility shall be suitable for the program and the safety of Consultant(s) and participants and agrees to indemnify and hold AMLE harmless therefrom. Customer shall provide all necessary stage accessories and audio visual requirements listed in the Program Details above.

4. **Independent Contractor(s):** It is understood that Consultant(s) is an independent contractor(s) and not an employee(s) of AMLE. As such, both Consultant(s) and AMLE will be responsible for their own actions. Customer agrees to look to and to hold solely Consultant(s) liable for Consultant(s)'s actions or inactions. AMLE does not warrant or guarantee Consultant(s)'s work.

5. **Force Majeure:** In the event that any party or Consultant(s) is prevented from the performance of any obligation under this Contract due to circumstances beyond their control, such as acts of God, weather, illness, unforeseen emergency, cancellation by Consultant, hostilities, terrorist attacks, or civil disturbances, AMLE or Customer shall not be responsible to the other party for failure or delay in performance of its obligations under this Contract. AMLE or Customer shall promptly notify the other party of such force majeure condition. The terms of this paragraph shall not exempt, but merely suspend, any such party from its duty to perform the obligations under this Contract until, as soon as practicable, after a force majeure condition ceases to exist.

6. **Governing Law/Jurisdiction:** This Contract shall be governed by and construed in accordance with the laws of the State of Ohio, and any action regarding this Contract shall be brought in Franklin County, Ohio.

7. **Damages:** Neither party shall be liable for any indirect, incidental, punitive, special, or consequential damages, including loss of profits or revenue incurred by either party or any third party. Whether in an action in contract or tort, even if the other party or any other person has been advised of the possibility of such damages. In no event shall either party's liability exceed the amount due or payable under this Contract.

8. **Promotion:** Consultant(s) and event may not be publicized until this Contract is signed by the parties.

9. **Evaluation:** Customer agrees to cooperate with the evaluation process provided by AMLE to Customer after the completion of the program.

The undersigned represent that they are authorized to sign and enter into this contract.

Customer:
SIGNATURE: Lynne Zmich
TITLE: Exec. Dir. Finance
DATE: 4-12-24

SIGNATURE: _____
TITLE: _____
DATE: _____

Association for Middle Level Education (AMLE)
SIGNATURE: _____
TITLE: CEO
DATE: ~~5/9/2024~~

Soliant®

ADDENDUM A
Terms of Teleservices Assignment

PID:

This Terms of Teleservices Assignment is subject to the terms and conditions of that certain Client Services Agreement between the parties outlined below.

Assignment Details
Soliant Health, LLC will contract with VocoVision for the provisions of telepractice services to Client. Client will pay Soliant Health, LLC for the hours worked by Telepractitioner under the following terms:

Telepractitioner:	Barbara Brigham		
Client:	Duluth Public Schools ISD 709		
Assignment Start Date:	09/03/2024	**Assignment End Date:**	06/06/2025
Position:	Tele - DHH		
Hours per Week:	40.0		
Bill Rate per Hour	$100.00	*Bill Rate is all-inclusive[a]*	
Technology Fee:	$0.00		
	One VocoVision station per full time position at no cost. Additional stations can be provided with a $1,000 per unit refundable deposit and $200 per unit nonrefundable configuration and shipping charge. Deposit will be refunded to the school district upon return of the station(s) in working condition within fifteen (15) days of the assignment being completed.		
Miscellaneous:	N/A		

a) Sales tax will be added to professional fees if required by state law and client is not a tax-exempt entity.

b) Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any Consultant introduced or referred by VocoVision for a period of (24) months after the last date Client received Services from such Consultant. If Client or its affiliate enters into such a relationship or refers Consultant to a third party for employment, Client agrees to pay an amount equal to first year's total compensation including but not limited to a signing and/or relocation bonus, as agreed upon at the time of hiring. Payment is due and payable to VocoVision upon start date.

c) Client agrees to approve Telepractioner's weekly log of service. Logs will be submitted on a weekly basis by Telepractioner for Client's review and approval. Should Telepractioner fail to submit paperwork or weekly log to show proof of completed work, Client agrees to notify VocoVision in writing within three (3) business days of alleged failure. Client's failure to notify VocoVision in writing within three (3) days period shall negate any Client invoicing dispute.

By: 324162 - Duluth Public Schools ISD 709
Print Name: John Magas
Title: Superintendent
Date: 5/6/24

Rev 04.2022

Soliant®

ADDENDUM B
Teleservices Provisions

Client Responsibilities. Client agrees to the following items to facilitate VocoVision's provision of Services:

(a) Client shall be responsible for providing a secure environment for VocoVision hardware and software ("Equipment") installed and operated at Client's designated location(s).

(b) Client will provide sufficient infrastructure to support the proper operation of the Equipment, including network connectivity equal or superior to DSL access.

(c) Client warrants that its facilities and operations will comply at all times with all federal, state and local safety and health laws, regulations and standards.

(d) Client warrants that it will not use the Equipment for any purpose other than as contemplated hereunder and acknowledges that VocoVision is not responsible for any damages associated with such impermissible use.

(e) Client agrees to provide appropriate local support to facilitate remote Telepractitioner's ability to fulfill the responsibilities outlined in Addendum C: Duties and Responsibilities.

Scheduling. Client agrees to the minimum hours of Services per week as stipulated in Addendum A: Terms of Teleservices Assignment and will schedule the appropriate number of student speech sessions and other related services each week to meet or exceed the minimum hours requirement. Client and telepractitioner will agree upon a weekly schedule for Services which will be loaded into the VocoVision system. Any revisions to the schedule must be submitted to the VocoVision Operations Department no later than 12:00 PM EST Friday for Services the following week. VocoVision requires a 24-hour notice to cancel scheduled Services. One cancellation without notice is permitted per school year. Additional cancellations with less than 24 hours' notice will be billed at the regular rate. Note that VocoVision telepractitioners are encouraged to complete non-therapy work (e.g., paperwork, planning, file reviews, etc.) during any such cancellation time.

Administrative Responsibilities. Client shall be responsible for orienting telepractitioners to Client's policies and procedures regarding the submission of any requisite paperwork which must be tendered for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to, individual education plans or Client-specific program plans. During the contracted assignment, should telepractitioners fail to submit paperwork as required per Client's policies and procedures, Client must notify VocoVision in writing within three (3) business days of alleged failure. Failure to notify VocoVision within the three (3) day period shall negate any Client claim to withhold payment due to paperwork non-compliance by telepractitioners. Within three (3) business days following the conclusion of a contracted assignment, Client shall conduct a final review to determine whether the completion of additional paperwork is needed from the telepractitioners. Failure to notify VocoVision prior to the fourth (4th) day after conclusion of the assignment will negate any Client claim to withhold payment due to paperwork non-compliance by telepractitioner.

By: 324162 - Duluth Public Schools ISD 709

Print Name: John Magas

Title: Superintendent

Date: 5/6/24

Duties and Responsibilities

The duties and responsibilities of a Telepractitioner include, but are not limited to the following:

- Collaborates with the school district to identify students' communication characteristics, support resources, as well as any physical, sensory, cognitive, behavioral and motivational needs to determine the benefit a student may receive through telepractice.
- Collaborates with the school district to determine assessment resources - including their potential benefits and limitations - in the telepractice setting, and to develop a plan to assess students appropriately.
- Monitors effectiveness of services and modifies evaluation and treatment plans as needed.
- Maintains appropriate documentation of delivered services in a format consistent with professional standards and client requirements.
- Complies with state and federal regulations to maintain student privacy and security.
- Facilitates behavior management strategies in students as appropriate.
- Provides information and counseling to families and school personnel as needed

By: 324162 - Duluth Public Schools ISD 709

Print Name: John Magas

Title: Superintendent

Date: 5/6/24

VocoVision Damaged Equipment Policy

If, during the course of contracted services, VocoVision computer equipment sustains damage or is missing components (keyboard, audio accessories, etc.), it should be reported immediately to the VocoVision Operations Department at 1-866-779-7005. Replacement equipment will be shipped to Client as needed. The costs of repairing or replacing the equipment (including shipping) will be charged to Client, but in no case shall exceed $1,000 per unit.

At the end of the VocoVision contract period, all equipment must be returned in original packaging within 15 days of completion of services. All returned equipment will be inspected for both physical and internal damage. If equipment is found to be damaged, VocoVision reserves the right to withhold from Client deposit the cost of repairing or replacing the damaged equipment. If no Client deposit exists, VocoVision will bill Client for such charges and will provide supporting documentation of all costs.

Packaging

All packaging, boxes and containers used to ship VocoVision equipment are considered property of VocoVision and must not be discarded. Packaging should be stored and kept in good condition during the course of the contract and must be used for return shipping at the conclusion of services. If VocoVision packaging is lost or damaged, Client is solely responsible for obtaining replacement packaging to ensure undamaged return of equipment to VocoVision. In such cases, we strongly recommend the use of a professional packaging and shipping service, such as the UPS Store or a FedEx retail location.

By: 324162 - Duluth Public Schools ISD 709

Print Name: John Magas

Title: Superintendent

Date: 5/6/24

AGREEMENT

THIS AGREEMENT, made and entered into this 26th day of April, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Lakewood Little Lynx Preschool, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of April 26th and shall remain in effect until June 5th, 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 (2 days per week) Tuesday's and Wednesday's following the Duluth Schools District calendar.

The AGENCY shall perform these services at: 5207 N. Tischer Road, Duluth, MN 55804.

The approximate date the service will begin is April 23rd, 2024 and shall not extend beyond June 5th, 2024; the contract not to exceed a total of 14 Days (attending 2 half-days per week. The District will pay 2 half-days per week @ $140.00 per month), with the exception of June where the student will only attend 2 half days where we will pay $28).

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 $140.00 monthly, with the exception of June where the student will only attend 2 half days where we will pay $28.00 and is to not exceed $210 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 Lakewood Little Lynx Preschool at 5207 N. Tischer Road, Duluth, MN 55804.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature | SSN/Tax ID Number | Date

Jason Crane | 4/30/24

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

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair | 5/2/24 Date

CONTRACT ADDENDUM

THIS CONTRACT ADDENDUM dated this 3rd of April, 2024

BETWEEN:

Independent School District No. 709
OF THE FIRST PART
- AND –

Hope for Kids Childcare Center
OF THE SECOND PART

Background:

A. Independent School District No. 709 and Hope for Kids Childcare Center (the "Parties") entered into the contract (the "Contract") dated December 6, 2023, for the purpose of Preschool planning as required by a student IEP.
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. Reimbursement. Original reimbursement was not to exceed $157.50 per week at 3 days per week and $3780 in total. This amendment would increase reimbursement not to exceed $162 per week and $2052 in total as of March 1st through July 5th.

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

Program Director Jason Cone 4/5/24
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	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

CFO/Superintendent of Schools/Board Chair 4/9/24
Date

AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day of April, 2024, 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 February 12th, 2024 and shall remain in effect until June 5th, 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 February 12th, 2024 for a total of 3 days @ $52.50 per day, and shall not exceed 3 days at this rate. As of March 1st, 2024 the rate will increase to $54 per day and shall not extend beyond June 5th, 2024; the contract is not to exceed a total of 38 Days at the new rate (The District will pay 3 days per week @ $54 per day, not to exceed $162 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 $54 per day, starting March 1st, 2024 and $2,209.50 in total. This amount includes the $52.50 per day, for 3 days, in the month of February, 2024.

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.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature	SSN/Tax ID Number	Date
Program Director		4/5/24 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

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair — 4/9/24 Date

AGREEMENT

THIS AGREEMENT, made and entered into this 8th day of April, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Lakewood Little Lynx Preschool, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of April 5th, 2024 and shall remain in effect until June 5th, 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 (5 days per week) Tuesday, Wednesday, and Thursday, following the Duluth Schools District calendar.

The AGENCY shall perform these services at: 5207 N. Tischer Road, Duluth, MN 55804.

The approximate date the service will begin is April 5th, 2024 and shall not extend beyond June 5th, 2024; the contract not to exceed a total of 38 Days (attending 5 days per week. The District will pay 5 days per week @ $700.00 per month, with the exception of June where the student will only attend 3 days where we will pay $105.00).

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 $700.00 monthly, with the exception of June where the student will only attend 3 days where we will pay $105.00 and $1,505.00 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 Early Learning at 4628 Pitt St, Duluth, MN 55804.

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

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

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

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		4/10/24
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

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair	4/11/24
	Date

AGREEMENT

THIS AGREEMENT, made and entered into this 17th day of April, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Lakeside Presbyterian 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 March 11th, 2024 and shall remain in effect until June 5th, 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 (2 full days and 1 half day per week) Tuesday and Wednesday full days, and Thursday for a half day, following the Duluth School District calendar.

The AGENCY shall perform these services at: 4430 McCulloch St, Duluth, MN 55804.

The approximate date the service will begin is March 11th, 2024 and shall not extend beyond June 5th, 2024; the contract not to exceed a total of 34 Days (attending 2 full days and 1 half day per week. The District will pay 2 full days and 1 half day per week @ $360.00 per month, with the exception of June where the student will only attend 2 full days and 1 half day where we will pay $90).

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 monthly, with the exception of June where the student will only attend 2 full days and 1 half day where we will pay $90.00 and is to not exceed $1170 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 Early Learning at 4628 Pitt St, Duluth, MN 55804.

---

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

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

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

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 Cian		4-23-24
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

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair	4/25/24 Date

rSchoolToday
550 North Reo Street, Suite 300
Tampa, FL 33609
952-960-4999

This Agreement is made and entered into as of the 3rd day of April 2024, by and between rSchoolToday ("RST"), a Florida Corporation and Duluth Denfeld High School (hereafter "DDHS").

The parties hereby agree as follows:

1. Obligations of the Parties

RST and DDHS will provide the services in the time frames and under the Rules of Engagement outlined in Attachment A.

2. Commencement of Contract

The Services shall begin on July 1, 2024.

3. Terms of Contract

As delineated in Attachment A.

4. Limitation of Liability

In no event shall either party be liable to the other party for any special, consequential, or indirect damages in connection with this agreement. Any damages shall be limited to the total fees paid within the most recent calendar year.

5. Notices

Any notices permitted or required hereunder shall be deemed given when deposited in the United States mail with postage prepaid and addressed as follows:

If to RST:
rSchoolToday
550 North Reo Street, Suite 300
Tampa, FL 33609

If to DDHS Billing Address:

Accounts Payable
709 Portia Johnson Drive
Duluth MN, 55811

rSchoolToday
550 North Reo Street, Suite 300
Tampa, FL 33609
952-960-4999

rSchoolToday

6. Governing Law

This agreement shall be governed by and shall be construed in accordance with the laws of the State of Florida, without regard to its conflicts of law provisions. If any provisions of this agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

7. General Provisions

a) This agreement contains the full understanding of the parties with respect to the subject matter hereof, and no waiver, alteration or modification of any of the provisions hereof shall be binding unless in writing and signed by officers of both parties.

b) Neither party to this agreement may assign its rights or obligations under this agreement without the express prior written consent of the other party, such consent not to be unreasonably withheld or delayed, except that the obligations of RST under this agreement may be provided or fulfilled by any parent, subsidiary, affiliate, successor corporation or subcontractor of RST so long as RST or its successor or its affiliate assumes full responsibility for such obligations.

c) Each party represents that the individual executing this agreement on its behalf has the requisite power and authority to do so and that this agreement constitutes the valid and binding obligation of its corporation.

d) In the event that either party brings an action against the other party to enforce the terms and conditions of this agreement, the prevailing party shall be entitled to recover its reasonable costs and expenses, including reasonable attorney's fees, incurred in connection therewith.

rSchoolToday
550 North Reo Street, Suite 300
Tampa, FL 33609
952-960-4999

8. Force Majeure

Neither party shall be liable for failure to fulfill its obligations under this agreement if such failure is due to any cause or condition beyond such party's reasonable control, such as: natural disaster, acts of God, strikes, fire, floods, war, riot, electrical power failure, computer viruses, hardware failure, bandwidth supplier failures, decrees of governmental bodies or communications failure.

IN WITNESS WHEREOF, the parties have executed and delivered this agreement, on the day first above written.

rSchoolToday (RST)

By: _____
Name: Ray Dretske
Title: President and Co-Founder

Duluth Denfeld High School (DDHS):

By: Simone Zunich

Name: Simone Zunich

Title: Executive Dir. of Finance & Business Services

PO Number: TBD

Email: simone.zunich@isd709.org

Phone Number: 218-336-8704 x1079

Billing Address: 709 Portia Johnson Drive
Duluth MN 55811

(Prepared by: Ruben Monroy)

rSchoolToday
550 North Reo Street, Suite 300
Tampa, FL 33609
952-960-4999

Attachment A
Services, Terms and Grants

1.0) Services

RST will provide the following services to DDHS for use in facilitating more efficient operations:

rSchoolToday Activity Registration with SFTP Integration

2.0) Costs

2.1) Activity Registration

700-2,000 Students	
Set Up Fee	$300
Annual Fee	$950
Training 3 hrs x $80hr	$240
Sponsorship Grant	-$300
SFTP Integration (Includes Free Reduced Lunch)	
Setup Fee	$451
Annual Fee	$180
Total Year 1 Cost:	**$1,821**

(Subsequent Years: $830 annually based on current pricing and sponsorship)

2.2) Credit Card Merchant Account

rSchoolToday offers Merchant Account service and has negotiated a nationwide discount through Pineapple. If you are taking credit card payments now, please allow us to do a comparison for you of how much you might save switching to rSchoolToday and Pineapple. There is no cost or obligation to receive the analysis.

Important Notes:

- No "per transaction" costs from rSchoolToday
- No costs for cash and check transactions
- Your money is deposited into your bank account within 24-48 hours

Credit Card Fees:
PINEAPPLE with Secure Vault Service
$2.99% plus $.30 per transaction
$99 PCI annual compliance fee
$0 Initial Set-up
$0 Monthly Fee
$0 Vault Fees

rSchoolToday
550 North Reo Street, Suite 300
Tampa, FL 33609
952-960-4999

rSchoolToday

Customer Support & Technical Support

Unlimited customer support and technical support is always FREE to our schools and Associations. Unlimited free support is granted in exchange for your administrators having received training on their rSchoolToday programs.

Training

Training costs are not included in the total above because we can't know how much training you will want.
We offer instructor led on-site training or personal interactive Web Conference training to any number of participants. We can "Train the trainer" or train your whole staff if you like.

Training days or sessions can be split up across administrative groups or across various rSchoolToday applications as needed.
We will work with you to develop a training plan that suits your needs. There is no limit to the amount of training that you can have and ongoing training over time is money well spent in achieving the highest level of time and cost savings with the rSchoolToday product platform.

Training Costs:
-On Site Training - Half day (3-4 hours): $500 + travel
-On Site Training - Full Day (6-8 hours): $900 + travel
-Web Conference Training: $80 per hour

Senior Trainers are highly experienced trainers across many different rSchoolToday Products. They are highly recommended in cases where you are implementing multiple rSchoolToday programs at once.

Senior Trainer Costs
-On Site Training - Half day (3-4 hours): $600 + travel
-On Site Training - Full Day (6-8 hours): $1080 + travel
-Web Conference Training: $95 per hour

Travel expenses for on-site training will be billed separately and includes hotel, mileage, food, airfare (if applicable). It will also include $35/hr for travel time when the round trip exceeds 1 hour.

3.0) Cost and Grant Summary

Total Amount:	**$2,121**
Grant Amount:	**-$300**
Net Year 1 Cost to DDHS:	**$1,821**

(Subsequent Years: $830 annually based on current pricing and sponsorship)

rSchoolToday
550 North Reo Street, Suite 300
Tampa, FL 33609
952-960-4999

4.0) Included with the Service

rSchoolToday™ is a hosted service that DDHS purchases from RST. It includes the following:

- The chosen rSchoolToday Services
- All Web Hosting and Maintenance
- Nightly Data Back-ups
- All Bug Fixes
- All Product Upgrades and New Features Included
- Unlimited Technical Support
- Unlimited Bandwidth*
- Unlimited Disk Space*

* Based on "usual and customary" usage.

5.0) Ownership and Copyright

RST owns all rights to the rSchoolToday services and DDHS pays for the rSchoolToday service for its scheduling, publishing, registration, and marketing/promotional purposes. DDHS owns all text content relating to the classes, locations, activities, staff, students, parents, and organizations of the School District. DDHS agrees to allow rSchoolToday to provide Public view information (text, photos, audio, videos) to other entities, and rSchoolToday agrees to share evenly in the profits generated from so doing with DDHS.

rSchoolToday maintains a data privacy policy that addresses and fulfills state laws and requirements relative to the privacy of student data. That Policy is located as a footer link on all rSchoolToday applications that store student data. It may be updated as state laws change.

6.0) Term of Agreement

The term of this agreement shall be 36 months beginning on the commencement date. Invoices will be sent annually on the anniversary of the commencement date for the term of this agreement. After the initial term, the agreement will automatically renew annually unless written notice is given to RST 60 days before the end of the term. Pricing is not guaranteed to remain the same beyond the term of this agreement.

rSchoolToday
550 North Reo Street, Suite 300
Tampa, FL 33609
952-960-4999

7.0) Payment

Payment is due within 30 days of receipt of an invoice. Other payment terms can be discussed if needed. Checks are made payable to:

rSchoolToday (RST)
550 North Reo Street, Suite 300
Tampa, FL 33609
Business Office Phone: 952-960-4999
Business Office Fax: 763-592-8039
Business Office Email: finance@dwebsite.net

NOTE: AS SOON AS RSCHOOLTODAY RECEIVES THE SIGNED CONTRACT, YOU WILL RECEIVE THE SET-UP FORM TO FILL OUT. RSCHOOLTODAY NEEDS BOTH THE SIGNED CONTRACT AND THE SET-UP DATA TO PROCEED WITH SETTING UP YOUR APPLICATION. PLEASE CONTACT contracts@rschooltoday.com IF YOU HAVE ANY QUESTIONS ABOUT YOUR SET-UP OR TO EMAIL YOUR SIGNED CONTRACT TO US.

Ruben Monroy

rSchoolToday
550 North Reo Street, Suite 300
Tampa, FL 33609
952-960-4999

This Agreement is made and entered into as of the 2nd day of April 2024, by and between rSchoolToday ("RST"), a Florida Corporation and Duluth East High School (hereafter "DEHS").

The parties hereby agree as follows:

1. Obligations of the Parties

RST and DEHS will provide the services in the time frames and under the Rules of Engagement outlined in Attachment A.

2. Commencement of Contract

The Services shall begin on July 1, 2024.

3. Terms of Contract

As delineated in Attachment A.

4. Limitation of Liability

In no event shall either party be liable to the other party for any special, consequential, or indirect damages in connection with this agreement. Any damages shall be limited to the total fees paid within the most recent calendar year.

5. Notices

Any notices permitted or required hereunder shall be deemed given when deposited in the United States mail with postage prepaid and addressed as follows:

If to RST:
rSchoolToday
550 North Reo Street, Suite 300
Tampa, FL 33609

If to DEHS Billing Address:
Accounts Payable
709 Portia Johnson Drive
Duluth, MN 55811

rSchoolToday
550 North Reo Street, Suite 300
Tampa, FL 33609
952-960-4999

rSchoolToday

6. Governing Law

This agreement shall be governed by and shall be construed in accordance with the laws of the State of Florida, without regard to its conflicts of law provisions. If any provisions of this agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

7. General Provisions

a) This agreement contains the full understanding of the parties with respect to the subject matter hereof, and no waiver, alteration or modification of any of the provisions hereof shall be binding unless in writing and signed by officers of both parties.

b) Neither party to this agreement may assign its rights or obligations under this agreement without the express prior written consent of the other party, such consent not to be unreasonably withheld or delayed, except that the obligations of RST under this agreement may be provided or fulfilled by any parent, subsidiary, affiliate, successor corporation or subcontractor of RST so long as RST or its successor or its affiliate assumes full responsibility for such obligations.

c) Each party represents that the individual executing this agreement on its behalf has the requisite power and authority to do so and that this agreement constitutes the valid and binding obligation of its corporation.

d) In the event that either party brings an action against the other party to enforce the terms and conditions of this agreement, the prevailing party shall be entitled to recover its reasonable costs and expenses, including reasonable attorney's fees, incurred in connection therewith.

rSchoolToday
550 North Reo Street, Suite 300
Tampa, FL 33609
952-960-4999

rSchoolToday

8. Force Majeure

Neither party shall be liable for failure to fulfill its obligations under this agreement if such failure is due to any cause or condition beyond such party's reasonable control, such as: natural disaster, acts of God, strikes, fire, floods, war, riot, electrical power failure, computer viruses, hardware failure, bandwidth supplier failures, decrees of governmental bodies or communications failure.

IN WITNESS WHEREOF, the parties have executed and delivered this agreement, on the day first above written.

rSchoolToday (RST)

By: _____
Name: Ray Dretske
Title: President and Co-Founder

Duluth East High School (DEHS):

By: Simone Zunich

Name: Simone Zunich

Title: Executive Director of Finance & Business Services

PO Number: TBD

Email: simone.zunich@isd709.org

Phone Number: 218-336-8704 x1079

Billing Address: Accounts Payable
709 Portia Johnson Drive
Duluth MN 55811

(Prepared by: Ruben Monroy)

rSchoolToday
550 North Reo Street, Suite 300
Tampa, FL 33609
952-960-4999

Attachment A
Services, Terms and Grants

1.0) Services

RST will provide the following services to DEHS for use in facilitating more efficient operations:

rSchoolToday Activity Registration with SFTP Integration

2.0) Costs

2.1) Activity Registration

700-2,000 Students	
Set Up Fee	$300
Annual Fee	$950
Training 3 hrs x $80hr	$240
Sponsorship Grant	-$300
SFTP Integration (Includes Free Reduced Lunch)	
Setup Fee	$451
Annual Fee	$180
Total Year 1 Cost:	**$1,821**

(Subsequent Years: $830 annually based on current pricing and sponsorship)

2.2) Credit Card Merchant Account

rSchoolToday offers Merchant Account service and has negotiated a nationwide discount through Pineapple. If you are taking credit card payments now, please allow us to do a comparison for you of how much you might save switching to rSchoolToday and Pineapple. There is no cost or obligation to receive the analysis.

Important Notes:

- No "per transaction" costs from rSchoolToday
- No costs for cash and check transactions
- Your money is deposited into your bank account within 24-48 hours

Credit Card Fees:
PINEAPPLE with Secure Vault Service
$2.99% plus $.30 per transaction
$99 PCI annual compliance fee
$0 Initial Set-up
$0 Monthly Fee
$0 Vault Fees

rSchoolToday
550 North Reo Street, Suite 300
Tampa, FL 33609
952-960-4999

rSchoolToday

Customer Support & Technical Support

Unlimited customer support and technical support is always FREE to our schools and Associations. Unlimited free support is granted in exchange for your administrators having received training on their rSchoolToday programs.

Training

Training costs are not included in the total above because we can't know how much training you will want.
We offer instructor led on-site training or personal interactive Web Conference training to any number of participants. We can "Train the trainer" or train your whole staff if you like.

Training days or sessions can be split up across administrative groups or across various rSchoolToday applications as needed.
We will work with you to develop a training plan that suits your needs. There is no limit to the amount of training that you can have and ongoing training over time is money well spent in achieving the highest level of time and cost savings with the rSchoolToday product platform.

Training Costs:
-On Site Training - Half day (3-4 hours): $500 + travel
-On Site Training - Full Day (6-8 hours): $900 + travel
-Web Conference Training: $80 per hour

Senior Trainers are highly experienced trainers across many different rSchoolToday Products. They are highly recommended in cases where you are implementing multiple rSchoolToday programs at once.

Senior Trainer Costs
-On Site Training - Half day (3-4 hours): $600 + travel
-On Site Training - Full Day (6-8 hours): $1080 + travel
-Web Conference Training: $95 per hour

Travel expenses for on-site training will be billed separately and includes hotel, mileage, food, airfare (if applicable). It will also include $35/hr for travel time when the round trip exceeds 1 hour.

3.0) Cost and Grant Summary

Total Amount:	**$2,121**
Grant Amount:	**-$300**
Net Year 1 Cost to DEHS:	**$1,821**

(Subsequent Years: $830 annually based on current pricing and sponsorship)

rSchoolToday
550 North Reo Street, Suite 300
Tampa, FL 33609
952-960-4999

4.0) Included with the Service

rSchoolToday™ is a hosted service that DEHS purchases from RST. It includes the following:

- The chosen rSchoolToday Services
- All Web Hosting and Maintenance
- Nightly Data Back-ups
- All Bug Fixes
- All Product Upgrades and New Features Included
- Unlimited Technical Support
- Unlimited Bandwidth*
- Unlimited Disk Space*

* Based on "usual and customary" usage.

5.0) Ownership and Copyright

RST owns all rights to the rSchoolToday services and DEHS pays for the rSchoolToday service for its scheduling, publishing, registration, and marketing/promotional purposes. DEHS owns all text content relating to the classes, locations, activities, staff, students, parents, and organizations of the School District. DEHS agrees to allow rSchoolToday to provide Public view information (text, photos, audio, videos) to other entities, and rSchoolToday agrees to share evenly in the profits generated from so doing with DEHS.

rSchoolToday maintains a data privacy policy that addresses and fulfills state laws and requirements relative to the privacy of student data. That Policy is located as a footer link on all rSchoolToday applications that store student data. It may be updated as state laws change.

6.0) Term of Agreement

The term of this agreement shall be 36 months beginning on the commencement date. Invoices will be sent annually on the anniversary of the commencement date for the term of this agreement. After the initial term, the agreement will automatically renew annually unless written notice is given to RST 60 days before the end of the term. Pricing is not guaranteed to remain the same beyond the term of this agreement.

rSchoolToday
550 North Reo Street, Suite 300
Tampa, FL 33609
952-960-4999

7.0) Payment

Payment is due within 30 days of receipt of an invoice. Other payment terms can be discussed if needed. Checks are made payable to:

rSchoolToday (RST)
550 North Reo Street, Suite 300
Tampa, FL 33609
Business Office Phone: 952-960-4999
Business Office Fax: 763-592-8039
Business Office Email: finance@dwebsite.net

NOTE: AS SOON AS RSCHOOLTODAY RECEIVES THE SIGNED CONTRACT, YOU WILL RECEIVE THE SET-UP FORM TO FILL OUT. RSCHOOLTODAY NEEDS BOTH THE SIGNED CONTRACT AND THE SET-UP DATA TO PROCEED WITH SETTING UP YOUR APPLICATION. PLEASE CONTACT contracts@rschooltoday.com IF YOU HAVE ANY QUESTIONS ABOUT YOUR SET-UP OR TO EMAIL YOUR SIGNED CONTRACT TO US.

Ruben Monroy

No Cost Contracts Signed
April 2024

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**
Serve Minnesota	TLE	Collaborative Data Transfer and Use Agreement – Evaluation of Math Corps (K-3)
Fond du Lac Human Services Division	TLE	MOU encouraging cooperation between FDLHS and Duluth Public Schools, and to increase the capacity of mental health services at school sites
Advanced Bionics, LLC	Special Services	Equipment service agreement

Collaborative Data Transfer and Use Agreement ("Agreement")	
Project Title:	Evaluation of Math Corps (K-3)
Agreement Term	Start Date: 9/1/2023
	End Date: 8/1/2024

Terms and Conditions
This Agreement is binding upon the following Parties who have executed the Signature Pages:
ServeMinnesota and Duluth Public Schools ("DPS")

1) ServeMinnesota shall not use the Data except as authorized under this Agreement. The Data will be used solely to conduct the Project and solely by ServeMinnesota's research team whose obligations of use are consistent withthe terms of this Agreement (collectively, "Authorized Persons").

2) Except as authorized under this Agreement or otherwise required by law, ServeMinnesota agrees to retain control over the Data and shall not disclose, release, sell, rent, lease, loan, or otherwise grant access to the Data to any third party, except Authorized Persons, without the prior written consent of DPS. ServeMinnesota agrees to establish appropriate administrative, technical, and physical safeguards to prevent unauthorized use of or access to the Data and comply with any other special requirements relating to safeguarding of the Data as may be set forth by DPS.

3) The Parties agree to use the Data in compliance with all applicable laws, rules, and regulations, as well as all professional standards applicable to such research.

4) ServeMinnesota shall follow all Special Instructions provided by DPS.

5) This Agreement shall be effective upon the Start Date set forth above. Unless terminated earlier in accordance with this section or extended via a modification in accordance with Section 13, this Agreement shall expire as of the End Date set forth above. All provisions which by their nature are intended to survive termination or expiration of this Agreement shall survive.
   a. Any Party may terminate their involvement in this Agreement with thirty (30) days writtennotice to the other Parties' Authorized Official(s) as set forth in the Signature Pages.
   b. Any Party may terminate this Agreement at any time if such Party has reasonably determined that another Party has materially breached its obligations to appropriately use and secure the Data in accordance with this Agreement.

6) EXCEPT AS PROVIDED BELOW OR PROHIBITED BY LAW, ANY DATA DELIVERED PURSUANT TO THIS AGREEMENT IS UNDERSTOOD TO BE PROVIDED "AS IS." PROVIDING PARTY MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE DATA WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. Notwithstanding, Providing Party, to the best of its knowledge and belief, has the right and authority to provide the Data to Receiving Party for use in the Project.

7) ServeMinnesota shall be liable for damages, losses, claims, and demands which may arise from its use, storage, disclosure, or disposal of the Data except to the extent (a) prohibited by law and/or (b) caused by the negligence, willful misconduct, or violation of applicable privacy or securitylaws and regulations by DPS. No indemnification for any damage, loss, claim, demand, or liability is intended or provided by any Party under this Agreement.

8) No Party shall use the other Parties' names, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of the Party whose name is to be used. The Parties agree that each Party may disclose factual information regarding the existence and purpose of the relationship that is the subject of this Agreement for other purposes without written permission from the other Parties provided that any such statement shall accurately and appropriately describe the relationship of the Parties and shall not in any manner imply endorsement by the Party whose name is being used.

9) Unless otherwise specified, this Agreement and the below listed Attachments embody the entire understanding between the Parties regarding the transfer of the Data for the Project:
   I. Attachment 1: Project Description and Data Transfer Procedure

   In the event of any conflict between the obligations set forth in the applicable Attachment 1 and this Agreement, the obligations set forth in the applicable Attachment 1 shall prevail.

10) No modification or waiver of this Agreement shall be valid unless in writing and executed by duly authorized representatives of all Parties.

11) In its performance of the Project, each Party shall be an independent entity and not an employee or agent of the other Parties.

12) This Agreement constitutes the entire understanding between the Parties concerning the use of and/or access to the Data transferred hereunder and supersedes any prior understanding or written or oral agreement. The illegality or invalidity of any provision of this Agreement shall not impair, affect, or invalidate the other provisions of this Agreement.

The undersigned Officials expressly represent and affirm that the contents of any statements made herein are truthful and accurate and that the undersigned is dulyauthorized to sign this Agreement on behalf of this organization.

ServeMinnesota Name: Signature: Date:	**Duluth Public Schools** Name: Anthony Bonds Signature: Anthony Bonds Date: 3/28/24

Attachment 1
Project Description and Data for the Project

Project Description

Duluth Public Schools (DPS) and ServeMinnesota have entered into a partnership to evaluate an AmeriCorps tutoring program called Math Corps. Both partners desire to evaluate the program's impact on student math outcomes. This partnership is one of many school-based partnerships across the state of Minnesota. The administrative data for the current project will be used to produce an estimate of program effects across schools. The project will adopt a quasi-experimental design that necessitates obtaining FastBridge math scores for students who receive tutoring and those who do not receive tutoring in grades kindergarten through third grade. The Math Corps program will be implemented as usual during the academic year. At the conclusion of the year, DPS will partner with ServeMinnesota to de-identify and share relevant student scores (described below).

Data for the Project

In addition to student grade, race, and gender, the following administrative math data are of interest for this project. This data sharing agreement does not involve the collection of new data.

Grade	Measure(s)	When Collected (F/W/S)
Kindergarten	earlyMath composite score	F, W, S
1st Grade	earlyMath composite score aMath composite score (if applicable)	F, W, S F, W, S
2nd Grade	aMath composite score	F, W, S
3rd Grade	aMath composite score	F, W, S

Data Transfer Procedure:
May 2024: ServeMinnesota will share a link to a password protected (password sent separately) folder containing a list of Math Corps students in the district, along with their Math Corps ID number.

May 2024: DPS will transpose the Math Corps IDs to a data file containing student name, grade, gender, race, and seasonal FastBridge math scores.

May 2024: DPS will provide ServeMinnesota a de-identified dataset consisting of the data elements outlined above, with the exception of student names, which will be removed. Transfer will occur in accordance with DPS requirements.

- *July 2024:* ServeMinnesota will produce and share an evaluation report composed of visual and narrative summaries of key outcomes across and within grades. ServeMinnesota will share this report directly with DPS. Upon request, ServeMinnesota will produce a brief report solely focused on schools in the district. Strong leadership and people management skills, with experience in supervising and mentoring staff members.

MEMORANDUM OF UNDERSTANDING

Between the Fond du Lac Human Services Division, Behavioral Health Department, and the Duluth Public School District, ISD #709

I. BACKGROUND AND INTENT

This Memorandum of Understanding is between Fond du Lac Human Services Division Behavioral Health Department (FDL) a division of the Fond du Lac Band of Lake Superior Chippewa, and the Duluth Public Schools, Independent School District #709 (ISD 709).

WHEREAS, the sole purpose of this Memorandum of Understanding is to encourage cooperation between Fond du Lac Human Services and Duluth Public Schools, and to further detail the separate and distinct roles and responsibilities of each party;

WHEREAS, Duluth Public Schools desires to increase the capacity of their mental health services onsite at its schools;

WHEREAS, Duluth Public Schools recognizes that the tribally owned and operated Fond du Lac Human Services has a full services Behavioral Health Department designed to serve American Indian children and their families;

WHEREAS, Fond du Lac Human Services desires to locate School Linked Mental Health Therapists, in Duluth Public Schools to provide therapeutic services for students including mental health services such as, diagnostic assessments, mental health treatment plans, and individual therapeutic sessions;

THEREFORE, Fond du Lac Human Services and Duluth Public Schools agree that it is in the best interest of American Indian Children and their families attending school in Duluth Public School District to enter into an understanding;

This Memorandum of Understanding is to enable and structure the collaboration between Fond du Lac Human Services Division and Duluth Public School District ISD #709 in its implementation of creating educational successes for American Indian Children by providing quality, culturally appropriate therapeutic services to students with unmet social, emotional, behavioral/mental health needs.

II. ROLES AND RESPONSIBILITIES

<u>Roles of Fond du Lac and ISD #709</u>

It is understood that Fond du Lac and Duluth Public School District staff must work together as a team to effectively meet the needs of ISD #709 students, and both parties are to communicate any cause or concern, pertaining to any and all items that affect the overall success of the Memorandum of Understanding, in a timely manner. However, the parties to this Memorandum of Understanding understand their separate and distinct responsibilities.

Role of Fond du Lac

1. Fond du Lac licensed Mental Health Professionals/School-Linked Mental Health Therapists will provide onsite therapeutic services to students at a regularly scheduled time and place for each of several sites as agreed upon by the Fond du Lac Behavioral Health Coordinator, Fond du Lac Mental Health Supervisor, ISD #709 Mental Health Partnership Coordinator, Assistant Superintendent, Indian Education Director and ISD 709 Principals. CTSS or Case Management services may also be piloted and explored at agreed upon school location/s as determined by the district Mental Health Partnership Coordinator, School Principal and Fond du Lac/s Mental Health Supervisor.

2. American Indian students referred by school personnel or parents will be seen individually by the licensed School-Linked Mental Health Therapist at the child's school in a private setting for interviews, diagnostic assessments, treatment plans, and individual therapeutic sessions according to established FDL Human Services Division policies and procedures.

3. School personnel including school social workers, teachers, counselors and administrative staff may schedule consultations with the licensed professional and occasional specific In-Service presentations may be scheduled jointly or as needed and time permits. Services will be provided according to the school schedule.

4. Students served by Fond du Lac Behavioral Health in the Duluth Public Schools are clients of Fond du Lac Human Services and are subject to the same rights and responsibilities as clients served onsite at any Fond du Lac Human Services facility.

5. Meet with Duluth Public Schools Administrative staff to plan a system of service delivery taking into consideration both the needs of Fond du Lac and ISD #709.

6. Locate therapists at Duluth Public Schools in order to provide mental health services in a private setting identified by school administrators.

7. Employ and be responsible for its employees placed at Duluth Schools.

8. Maintain appropriate professional liability insurance.

9. Share student/client information with school staff and with the consent of the student/responsible parent when a release of information is signed and information is needed.

10. Obtain parental permission to provide services.

11. Maintain and own case management records of students served.

12. Obtain insurance and other information necessary to appropriately bill parents and/or 3rd party payers for services delivered. Duluth Public School District will not be responsible for the cost of services delivered by Fond du Lac.

13. Meet periodically with School Administration and other designated staff to review the working relationship in order to address any concerns/conflicts, and to promote an active partnership.

14. Ensure that meetings with therapists do not conflict with necessary school scheduling such as specialists and academic scheduling without administrative permission.

15. Ensure that therapy services do not interfere with students receiving federally mandated IEP services from Special Education staff.

Role of ISD 709

1. Meet with Fond du Lac administrative staff to plan a system of mental health service delivery.

2. Inform Principals and school staff of services available and work with Fond du Lac staff to develop a system to identify and refer students that may be in need of mental health services. Meet periodically with Fond du Lac administration or designated staff to review the working relationship in order to address any concerns and promote an active partnership.

3. To provide Fond du Lac with a private meeting space for mental health professionals with access to a telephone and internet connection.

4. Upon parental permission and Fond du Lac's request, Fond du Lac will be provided student schedules in order to meet with students for therapy services.

5. Obtain parental permission before referring students to Fond du Lac for therapy services.

III. GENERAL TERMS

Terms. This Memorandum of Understanding will begin effective the date of 9-9-23 and will continue on an ongoing annual basis unless either party provides written notice per the Termination clause below.

Termination. Either party may terminate this Agreement by giving the other party three (3) months prior written notice.

Confidentiality. Fond du Lac and ISD #709 agree that by virtue of entering into this Agreement they will have access to certain confidential information regarding the other party's operations related to this project.

Fond du Lac and ISD #709 agree that they will not at any time disclose confidential information and/or material without consent of that party unless such disclosure is authorized by this Agreement or required by law. Unauthorized disclosure of confidential information shall be considered a material breach of this agreement. Where appropriate, client releases will be secured before confidential client information is exchanged. Confidential client information will be handled with the utmost discretion and judgment. Both parties agree to perform within state and federal laws regarding confidentiality.

See pages of the 2018 Behavioral Health Policy and Procedure (attached).

Referrals. Parents/Guardians may be referred to the School-Linked Mental Health Therapists by members of the school staff or self-referred by the student or his/her parent according to established Fond du Lac Human Services Division's policies using a written referral form. It is the responsibility of the Parent/Guardian to contact Fond du Lac's SLMH Administrative Specialist to initiate services. The Fond du Lac staff will then contact the school staff working with that student to coordinate services.

Every effort will be made by ISD #709 to refer American Indian students to Fond du Lac Mental Health Professionals for culturally appropriate therapeutic services.

Data Collection. Duluth Public School District, upon receiving a signed data sharing agreement from the parent/guardian (form must specifically list each type of data to be shared), will be responsible for submitting grades, attendance records and behavioral violations to Fond du Lac Behavioral Health when requested.

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 the Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, current, and on file.

Contractor also stipulates that any employees with a gross misdemeanor or felony will not work independently with District students.

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.

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.

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: Anthony Bonds/Assistant Superintendent, 709 Portia Johnson Road, 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) Fond du Lac Human Services, Attn: Behavioral Health Coordinator and Health Services Associate Director, 927 Trettel Lane, Cloquet, MN 55720.

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.

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

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

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.

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.

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.

Mutual Consent to Collaboration. Fond du Lac and Duluth Public School District agree to work cooperatively to establish times and locations for therapy services, determine a schedule, make and review referrals and consistently communicate with one another in order to take additional steps needed to implement this Memorandum of Understanding and accomplish the goals of School Linked Mental Health services.

Christine R Davis Date: 4-26-2024

Fond du Lac Human Services

Simone Zunich Date: 4-30-24

Simone Zunich, Executive Director of Business Services, ISD #709

ADVANCED BIONICS, LLC

DocuSigned by:
Tiffany Hale
983E194CBE9A423
(Signature)

Tiffany Hale
(Type or Print Name)

Manager, Sales Operations
(Type or Print Title)

4/30/2024
(Date)

ADVANCED BIONICS, LLC

DocuSigned by:
Jennifer Maceda
DED8D825F79F541B...
(Signature)

Jennifer Maceda
(Type or Print Name)

Director, West Area Sales
(Type or Print Title)

5/7/2024
(Date)

LICENSEE

Jason Crane
(Signature)

JASON CRANE
(Type or Print Name)

Director of Special Services
(Type or Print Title)

4/30/24
(Date)

INDEPENDENT SCHOOL DISTRICT 709 (DULUTH PUBLIC SCHOOLS)

14. Export. Licensee shall not export Equipment, directly or indirectly, in violation of any applicable law. Licensee may not assign or transfer its rights or obligations (in whole or in part) under this Agreement to any third party without AB's prior written consent, and any such attempted assignment or transfer in violation of the foregoing will be void.

15. Survival. If any provision of this Agreement is held by a court to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions of this Agreement will continue in full force and effect. The respective rights and obligations of Licensee and AB, which by their nature would continue, shall survive the termination or expiration of this Agreement.

16. Entire Agreement. This Agreement and all Orders or amendments issued under this Agreement identifying any additional Equipment to be provided to Licensee constitute the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements or communication, whether written or oral. This Agreement shall supersede the terms and provisions of any Licensee-issued Orders or other ordering document submitted to AB by Licensee.

17. Electronic Signatures; Counterparts.
This Agreement may be signed and delivered (including electronically through the DocuSign® system, or alternatively, by facsimile transmission to AB at 661-362-1924 or via email to AB at contracts@advancedbionics.com) in one or more counterparts, and by the different parties in separate counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same documents.

18. Lapse Of Time.
This offer shall terminate if not accepted within ninety (90) days from 4/19/2024.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date listed below.

INFRINGEMENT. LICENSEE ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES IN ACCEPTING THE TERMS OF THIS AGREEMENT

7. No Liability.
As to the Equipment, AB has no liability under this Agreement for any claim related to (a) use not in strict accordance with this Agreement; (b) use in combination with equipment or software not supplied by AB; or (c) modification by any person other than AB or its authorized agents.

8. LIMITATION OF LIABILITY.
TO THE EXTENT PERMITTED BY APPLICABLE LAW, (1) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, ARISING FROM OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY EVEN IF AB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (2) NEITHER PARTY'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT AND/OR THE EQUIPMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL EXCEED U.S. $5,000 DURING ANY ROLLING 12-MONTHS. The restriction in this paragraph shall not apply to the extent prohibited by or in conflict with applicable law.

9. Confidentiality.
The parties shall comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health (HITECH) Act of 2009 and any applicable federal and state laws regarding privacy of patient information, and all implementing regulations, as applicable to the relationship between the parties.

10. Audits and Inspections. AB shall have the right, upon reasonable prior written notice to Licensee, to review Licensee's relevant records, inspect Licensee's facilities and inspect Equipment solely to ensure compliance with this Agreement.

11. Insurance.
Licensee shall be responsible for insuring the Equipment. AB has no responsibility to insure the Equipment.

12. Notices. All notices, consents, and approvals under this Agreement must be delivered in writing by electronic mail, courier, electronic facsimile, or certified or registered mail, (postage prepaid) to the other party at the address for each party set forth in the most recent Order, and will be effective upon receipt, or upon rejection of delivery. Either party may change its address by giving notice of the new address to the other party, which shall be effective five business days after receipt.

13. Reporting. Pursuant to the reporting requirements of applicable manufacturers under the Patient Protection & Affordable Care Act, amending the Social Security Act at Section 1128G ("Open Payments"), the Licensee, if a teaching hospital as defined under 42 C.F.R. §403.902, agrees that the fair market value of the Equipment may be reported to the Department of Health and Human Services, Centers for Medicare & Medicaid Services ("CMS").

replacement costs for any loss or theft of Equipment, and for any damage to Equipment determined by AB not to be the result of normal wear and tear. Damage assessment will be performed by AB. Licensee is responsible for the protection of all data on the computer. Licensee shall ensure it is protected compliant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all amendments and subsequent enhancements to the law. Prior to return of the Equipment to AB, Licensee will remove all patient data in a manner in which it cannot be restored on the Equipment. Licensee assumes all risk of loss and damages to the Equipment while under Licensee's control (ordinary wear and tear excepted).
(c) Limitations on Use. Except for other software provided by AB, no other software may be loaded onto the Equipment by Licensee. AB reserves the right to refuse to provide additional Equipment, in whole or in part, should AB reasonably believe that Licensee is misusing the Equipment, abusing the rights to receive the Equipment, or is requesting excessive quantities of the Equipment, based upon Licensee's business needs. Licensee is not authorized to sell, lease, sub-lease or otherwise request any form of consideration or payment in exchange for the provision of the use of the Equipment. AB's provision to Licensee of Equipment hereunder does not constitute a sale or lease to Licensee. Title to the Equipment is and shall remain the exclusively in AB's name.

3. Term and Termination.
Unless earlier terminated as set forth herein, this Agreement commences on the date of first Order and continues until terminated as set forth herein. This Agreement may be terminated (a) by a party if the other party materially breaches any provision of this Agreement and does not cure such breach (provided that such breach is capable of cure) within ten days after being provided with written notice thereof; (b) immediately upon notice from AB if Licensee, in any manner, breaches Sections 2 or 9; or (c) ten days after a party provides the other party with written notice of termination, without cause. Immediately upon the expiration of termination of this Agreement for any reason, (i) Licensee's rights granted herein will immediately cease to exist; (ii) Licensee shall immediately cease all use of the Equipment and Software; and (iii) Licensee shall return all Equipment to AB and grant AB access to Licensee's premises to secure the return of the Equipment, if needed. Any amounts owed to AB under this Agreement prior to its termination or expiration shall become due and payable immediately upon such termination or expiration.

4. Maintenance.
AB may, but is not required to, as to the Equipment, (a) provide maintenance and support services; (b) replace damaged items, or (c) authorize Licensee to allow a third party to provide needed maintenance and support services. The Licensee will report all problems with Equipment or Software to AB's Audiologist-On-Call (AOC) at (877) 271-6727.

5. Taxes.
Licensee is responsible for payment of any taxes or regulatory fees that may be imposed by the transactions contemplated by this Agreement (other than taxes based on AB's income) and any penalties or charges that accrue with respect to the non-payment of any such amounts.

6. Disclaimer of Warranties.
THE EQUIPMENT IS PROVIDED TO LICENSEE "AS IS" AND WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-

DocuSign Envelope ID: [illegible]

Advanced Bionics Evaluation, Demonstration and Support Equipment and Software License Agreement

This Evaluation, Demonstration and Support Equipment and Software License Agreement ("Agreement") is made and entered into as of the Effective Date, by and between ADVANCED BIONICS, LLC, a Delaware limited liability company, with offices at 28515 Westinghouse Place, Valencia, California, 91355 and Independent School District 709 (Duluth Public Schools), located at 709 Portia Johnson Drive, Duluth, MN 55811 ("Licensee").

Licensee operates an implantable hearing device support program that supports patients with Advanced Bionics (AB) cochlear implants, including those products manufactured and/or distributed by AB ("AB Products"). AB hereby agrees to loan to Licensee the multi-use equipment and software defined in the terms and conditions below solely in connection with Licensee's use to evaluate AB Product recipients and/or to assess the appropriate use and functionality (programming, demonstration, troubleshooting, testing, and/or audiological training on AB Products) associated with (a) Licensee's purchase of AB Products and Licensee's implantable hearing device support program, and/or (b) Licensee's audiological educational programs ("Authorized Uses").

Terms and Conditions

1. Defined Terms.

(a) "Equipment" means any product, equipment and/or hardware provided to Licensee by AB hereunder, along with applicable Software installed or embedded in the Equipment, and the Processors.

(b) "Software" means all software installed or embedded on the Equipment, including, without limitation, all updates, upgrades, bug fixes and modifications which AB may provide under this Agreement, as to proprietary software, or which any third party makes commercially available as to that third party's software.

(c) "Effective Date" means date of first Order or date of signature below.

(d) "Order" means each request for Equipment or Software accepted by AB and shipped to the location identified on the invoice provided to Licensee, which lists all items sent with that order. Any Equipment and/or Software currently in Licensee's possession under previous agreements with AB for the uses hereunder is/are incorporated herein.

2. License and Use of Equipment and Software.

(a) Equipment and Software. AB grants to Licensee a limited, revocable, non-transferable, non-exclusive license (without the right to sublicense) to use the Equipment listed in an Order, solely (i) for internal use by employees and agents of Licensee as set forth herein, (ii) for the Authorized Uses, defined above, and (iii) at or from the location for Licensee set forth on the Order, or at other Licensee locations. Additionally, AB hereby grants to Licensee a limited, revocable, non-transferable, non-exclusive sublicense to use the Software, which may not be copied by Licensee. (AB may be provided AB software via USB or other means which is subject to the software license terms of that software and not subject to the limitations on the embedded / installed Software referenced in this Agreement.) Licensee shall return all Equipment and the associated Software, licensed and/or loaned under this Agreement to AB upon termination of this Agreement, or termination of the use of the Equipment.

(b) Loss or Damage. Licensee shall promptly notify AB in writing of any loss, theft, or damage of any type to Equipment. AB may charge and Licensee shall pay for

Revenue Contracts Signed
April 2024

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
Minnesota Department of Education	$80,351.67	TLE	Joint Powers Agreement for Project AWARE

AMENDMENT COVER SHEET

(Minn. Stat. §§ 16C.05, subd. 2(c), 16C.08, subd. 2 and 3)

Instructions:

1. Complete this form for contract amendments that extend the end date of a contract, add/reduce work and money, or change any other term or condition of the contract.
2. Attach this form to the amendment when sending to the Department of Administration for approval. **Please always include copies of the original certification form, solicitation document, single source justification, the original contract, and any previous amendments as these are used for reference.**
3. Admin will retain this cover sheet for its files.

Agency: Minnesota Department of Education (MDE)

Name of Governmental Unit: Duluth Public School District #709

Current Contract Term: January 18, 2022 to September 29, 2026

Project Identification: SWIFT contract #205996, Joint Powers Agreement for Project AWARE

Amendments to contracts must entail tasks that are substantially similar to those in the original contract or involve tasks that are so closely related to the original contract that it would be impracticable for a different contractor to perform the work. The commissioner or an agency official to whom the commissioner has delegated contracting authority under Minn. Stat. § 16C.03, subd. 16, must determine that an amendment would serve the interest of the state better than a new contract and would cost no more. An amendment should be in effect before the contract expires.

What changes are being made to the contract? Complete appropriate box(es) for the amendment submitted.

1. ☐ **Amendment to the Expiration Date of the contract**

   a. Proposed New Expiration Date:

   b. Why is it necessary to amend the Expiration Date?

2. ☒ **Amend Duties and Cost** ☐ **Amend Duties Only**

   a. Describe the amendment: Unspent funds from Year 2 (in the amount of $99,594.20) plus an additional $75,000 is being added to be used through September 29, 2024 to increase this district's training in evidence-based mental health programs to include Support for Students Exposed to Trauma and Sources of Strength curricula. The additional funds can also be used to support implementation of Positive Behavioral Interventions and Supports (PBIS) curriculum, to attend the upcoming PBIS conference, and purchase PBIS related materials.

   b. If cost is amended, insert the amount of the original contract AND amount of each amendment below:

   $1,860,000.00 (original Joint Powers Agreement total)

   +$5,351.67 (amendment #1 increase)

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+$75,000.00 (amendment #2 increase)

$1,940,351.67 (new Joint Powers Agreement grand total)

3. ☐ Amendment to change other terms and conditions of the contract:

a. Describe the changes that are being made:

Amendment #2 to SWIFT Joint Powers Agreement No. 205996

Agreement Start Date:	January 18, 2022	Total Agreement Amount:	$1,940,351.67
Original Agreement Expiration Date:	Sept. 29, 2026	Original Agreement:	$1,860,000.00
Current Agreement Expiration Date:	Sept. 29, 2026	Previous Amendment(s) Total:	$5,351.67
Requested Agreement Expiration Date:	NA	This Amendment:	$75,000.00

This second amendment is by and between the State of Minnesota, acting through its Commissioner of Department of Education ("State" or "MDE") and Duluth Public School District #709 whose designated business address is 215 North 1st Avenue East, Duluth, MN 55802 ("Governmental Unit"). State and Governmental Unit may be referred to jointly as "Parties."

Recitals

1. The State has a Joint Powers Agreement ("Agreement") with the Governmental Unit identified as SWIFT Contract Number 205996 ("Original Contract") to implement comprehensive mental health services within Duluth Public School District #709 area for the Project AWARE federally funded project.

2. Amendment #2 is being done to reduce the year 2 budget to actual amounts spent in year 2, move the unspent funds from year 2 to year 3 in the amount of $99,594.20, and add additional funds in the amount of $75,000.00 to this Agreement. These additional funds will be used to increase this district's training in evidence-based mental health programs including Sources of Strength curricula. These additional funds can also be used to support implementation of Positive Behavioral Interventions and Supports ("PBIS") curriculum, to attend the upcoming PBIS conference, and purchase PBIS related materials. This additional funding and the unused funding from Agreement Year 2 must be used by September 29, 2024.

3. The State and the Governmental Unit are willing to amend the Original Agreement as stated below.

Joint Powers Agreement Amendment #2

In this Amendment, changes to pre-existing Contract language will use ~~strike-through~~ for deletions and underlining for insertions.

REVISION 1. Clause 2 **"Agreement between the Parties"** is amended as follows:

2. Agreement between the Parties

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

a. By March 2022, train-the-trainer cadres will be developed for Youth Mental Health First Aid (YMHFA) and by November 2024 for Sources of Strength (SOS).
b. By March of 2022, two key district staff from this school district will be trained on Cognitive Behavior Interventions for Trauma in Schools (CBITS) and Bounce Back (BB).
c. By September 2022, all school staff in this school district will receive training on trauma informed schools and adverse childhood experiences (ACES).
d. By September 2023, student supports teams in this school district will be trained on CBITS and BB.

e. By September 2024, all school staff in this school district will receive training in the school mental health referrals pathways protocol.
f. By August 2026, this school district will have established infrastructure and practices in place for Medicaid billing for mental health services to improve policy, practices, and sustainability for Comprehensive School Mental Health (CSMH) Systems across the Duluth district.

2.2 Increase access to quality, sustainable, culturally responsive and developmentally appropriate school-based mental health services and supports by completing the below tasks:
a. By the end of February 2022, this school district will participate in the School Health Assessment Performance and Evaluation (SHAPE) system.
i. By the end of February 2022 this school district will complete the School Mental Health Quality Assessment, and will repeat twice annually, during October/November and then again in March/April, for the duration of the Agreement.
ii. This school district will complete three monthly Plan-Do-Study-Act (PDSA) cycles by May 2022, and will continue at a regular quarterly intervals from September to May for the duration of the Agreement.
b. By August ~~2023~~ 2024, this school district will work with MDE Project AWARE staff and district stakeholders to create and define the Interconnected Systems Framework (ISF) for their district.
c. By October 2023, CBITS and BB will be utilized as tier 2 or tier 3 interventions for students who have been exposed to trauma.
d. By September 2024, the additional funds under amendment #2, once executed, will be utilized to support implementation of Positive Behavioral Interventions and Supports (PBIS) practices and programming, including training staff in PBIS, attend the upcoming PBIS conference, and purchasing PBIS related materials.

2.3 Increase outreach and engagement with school-aged youth and their families to promote mental health awareness across their district by completing the below tasks:
a. By March 2022, this school district will have a Project AWARE Advisory Group in place. This advisory group should be comprised of district and school staff, students, and family members.
b. By May 2023, this school district will host two community-wide mental health awareness events.
c. By August 2023, this school district will have the capacity to conduct inclusive family engagement on CSMH.
~~d. By October 2024, MN Project AWARE staff from this school district will train a student group on Kognito's Friend2Friend.~~
~~e.~~ d. By October 2025, MN Project AWARE staff from this school district will train a student group on ~~Teen Mental Health First Aid (tMHFA) and/or~~ SOS peer-to-peer programs.

2.4 This school district will provide quarterly updates on evaluation activities including quarterly reporting of data, or as specifically requested by MDE staff, on Project AWARE activities. Each calendar year the quarter timeline will be: Quarter One is from September 30 to December 31 with reports due no later than January 15; Quarter Two is from January 1 to March 31 with reports due no later than April 15; Quarter Three is from April 1 to June 30 with reports due no later than July 15; and Quarter Four is from July 1 to September 29 with reports due no later than Oct 15. Data reports will include:
a. Substance Abuse and Mental Health Services Administration (SAMHSA) IPP (Infrastructure Development, Prevention, and Mental Health Promotion) indicators. These specific data points to include:
- Workforce Development Training (number of individuals in the mental health or related workforce trained through the federal grant, and types of individual trained i.e. their role within the school)
- Training (number of individuals outside of the mental health or related workforce trained through the federal grant, and types of individual trained i.e. their role within the school)
- Partnership/Collaboration (number of MOU's/MOA's with outside entities entered into through the federal grant)
- Policy Development (number of policy changes completed as a result of the federal grant)

- Referral (number of students referred for mental health and/or related services)
- Access (the number and percentage of students receiving mental health or related services after referral)
- Knowledge/Attitudes/Beliefs (number and percentage of individuals who have demonstrated improvement in knowledge, attitudes, or beliefs related to prevention and/or mental health promotion)

b. SAMHSA National Outcomes Measures (NOMs) indicators
c. Narrative description of successes achieved and difficulties encountered
d. Pre and post-training surveys
e. SHAPE results

2.5 By September 29, 2023, this school district will utilize the additional funding and the unused funding from Agreement Year 1 provided by Amendment #1, once executed, to do the following tasks:
a. Provide Restorative Practices trainings and resources for staff.
b. Facilitate additional school and community mental health awareness events.
c. Provide consultants for clinical support of implementation of CBITS and Bounce Back.
d. Purchase supplies and trainings to further the implementation of district-wide Social Emotional Learning (SEL) curriculum.

REVISION 2. Clause 3 **"Payment"** is amended as follows:

3. **Payment**

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

3.1 Compensation. The Governmental Unit will be paid following acceptance of the deliverables described in this Agreement for conducting the services under clause 2 in accordance with the budget in Exhibit A- ~~1~~ 2 that is attached and incorporated into this Agreement.

3.1.1 Supporting documentation, which includes but is not limited to supply receipts, are retained by the Agreement recipient for auditing purposes. All supporting documentation must be kept by the Agreement recipient for the full duration of this Agreement plus a minimum of six additional years per state and federal audit retention requirements.

3.2 The total obligation of the State under this Agreement will not exceed ~~$1,865,351.67~~ **$1,940,351.67**.

3.3 Invoices. The State will promptly pay the Governmental Unit after the Governmental Unit presents an itemized invoice for the goods received or services actually performed, and the State's Authorized Representative accepts the invoiced goods or services. Invoices should be submitted timely and according to the following schedule:

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

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

The invoice should include the following information:

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

Should an invoice need to be submitted via U.S. Mail, please use the following address:
Minnesota Department of Education
Attn: Accounts Payable Department
400 NE Stinson Blvd.
Minneapolis, MN 55413

The Original Agreement and any previous amendments are incorporated into this amendment by reference. Except as amended herein, the terms and conditions of the Original Agreement and all previous amendments remain in full force and effect.

Signature page to follow

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

Print Name: Jennifer Fleckner

Signature: DocuSigned by: Jennifer Fleckner B824FC320DF94B1...

Title: SPA- Principal Date: 5/1/2024

SWIFT Contract No. 205996

2. Governmental Unit

Print Name: Simone Zunich

Signature: DocuSigned by: Simone Zunich 542B3201FC46467...

Title: Exec. Dir. of Finance and Business Services Date: 5/2/2024

3. Minnesota Department of Education
With delegated authority

Print Name: Sean Fahnhorst

Signature: DocuSigned by: Sean Fahnhorst 0D588BD77794455...

Title: Director of Agency Finance Date: 5/2/2024

4. Commissioner of Administration
As delegated to The Office of State Procurement

Print Name: Haylie Heil

Signature: DocuSigned by: Haylie Heil 4AB4CCB119DA413...

Title: Contracts Specialist Date: 5/6/2024

Admin ID: 74804

Signature page to amendment #2 for Agreement #205996

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DEPARTMENT OF EDUCATION

Exhibit A- ~~1~~ 2 - Project AWARE Joint Powers Agreement Budget Narrative: Duluth Public School District #709

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

	Amount for Year 1 (1/18/22 – 9/29/22)	~~Yearly~~ Amount for Year 2 (9/30/22 – 9/29/23)	~~Yearly~~ Amount for Years 3 ~~through 4~~ (9/30/23 – 9/29/24)	Amount for Year 4 9/30/24 – 9/29/25	~~Yearly~~ Amount for Year 5 9/30/25 – 9/29/26	Total Amount
110-299: Salary and benefits • 1.0 FTE Project AWARE Coordinator • 1.0 SEL Interventionist • Misc. salary payments (sub pay for teachers to attend trainings, additional support staffing hours over summer, etc.)	**$128,913.69**	~~$344,751~~ **$310,675.03**	~~$307,000~~ **$366,620**	**$307,000**	**$312,000**	~~$1,399,664.69~~ **$1,425,208.72**
366-389: Professional development • National School Mental Health Conference • State School Mental Health Conference • PBIS Conference • Other conference/training attendance	**$8,357.50**	~~$45,125~~ **$18,394.17**	~~$30,000~~ **$63,980**	**$30,000**	**$15,000**	~~$128,482.50~~ **$135,731.67**

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303-304: Contracts • Training contracts for evidence-based trainings named in the grant (CBITS/Bounce Back trainings and consultation, Youth Mental Health First Aid, ~~tMHFA, PREPaRE,~~ Sources of Strength, Restorative Practices, etc.) • Funding to supplement DHS School Linked Mental Health Provider MOU's. • Additional School Linked Mental Health Provider contracts.	**$18,612.12**	~~$42,300~~ **$16,107.15**	~~$12,000~~ **$51,900**	**$12,000**	**$12,000**	~~$96,912.12~~ **$110,619.27**
430 & 490: Supplies and Food • Social-Emotional Learning (SEL) Curriculum and supplies • PBIS supplies • Software for billing of school-based services • Youth Mental Health First Aid and ~~tMHFA~~ SOS training participant materials • Student supplies for Tier 2 mental health interventions • Incentives for student and family participation in evaluation activities, as allowable by federal funding guidelines. • Food for families at family and community engagement events, as	**$34,027.03**	~~$107,824~~ **$98,188.25**	~~$11,000~~ **$52,094.20**	**$11,000**	**$6,000**	~~$169,851.03~~ **$201,309.48**

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allowable by federal funding guidelines ($3/person/event).						
895: Indirect	**$10,441.33**	~~$15,000~~ **$12,041.20**	**$15,000**	**$15,000**	**$15,000**	~~$70,441.33~~ **$67,482.53**
TOTALS	**Total Amount for Year 1 = $200,351.67**	**Total Amount for Year 2 = ~~$555,000~~ $455,405.80**	**Total Amount for Years 3 ~~through 4 = $750,000~~ $549,594.20**	**Total Amount for Year 4 = $375,000**	**Total Year 5 Amount = $360,000**	**Grand Total = ~~$1,865,351.67~~ 1,940,351.67**

Grant Applications

April 2024

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
National Restaurant Association Education Foundation	Adam Wisocki	Duluth East Culinary Arts	$2,000.00	These costs cover the $800.00 registration fee. The remaining $1,200.00 is disbursed after attending the professional development and goes towards travel and lodging expenses. The travel and lodging accommodations will need to be purchased prior to the event. We will be getting $1,200.00 to go towards this cost. There would be an additional $1,050.00 required to cover costs. I have requested Perkins fund for this.
Minnesota Department of Education	Danette Seboe	District College, Career, Life Readiness	$500,000.00	This grant closes today (4.9.24) but I'm working to submit it now. It would support our efforts to close the opportunity gap for our students of color, special education, and economically disadvantaged students in helping them explore and be ready for options after high school that will open up choices for them.
Jill Lofald	Denfeld Speech Team	Pachel Foundation	$3,500.00	To help support financially Denfeld Speech Team members compete at the National Speech and Debate Tournament.

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
East HS	Harbortown Rotary	$1,000.00		
East HS	Matthew Kollstedt	$50.00	Debate Team	Donation through GiveMN
East HS	Anonymous	$50.00	Debate Team	Donation through GiveMN
East HS	Yelena Sokolova	$75.00	Debate Team	Donation through GiveMN
East HS	Jody Ondich	$50.00	Debate Team	Donation through GiveMN
East HS	Jessica Mallinder	$25.00	Debate Team	Donation through GiveMN
East HS	Anonymous	$25.00	Debate Team	Donation through GiveMN
East HS	Erica Henkel	$25.00	Debate Team	Donation through GiveMN
East HS	Jody Peck	$100.00	Debate Team	Donation through GiveMN
East HS	Jennifer Ingraham	$50.00	Debate Team	Donation through GiveMN
East HS	Cindy Miller	$25.00	Debate Team	Donation through GiveMN
East HS	John Zabinski	$10.00	Debate Team	Donation through GiveMN
East HS	Anonymous	$5.00	Debate Team	Donation through GiveMN
East HS	Danielle Hilson	$20.00	Debate Team	Donation through GiveMN
East HS	Karey Blascyk	$25.00	Debate Team	Donation through GiveMN

RESOLUTION

Designation of the Superintendent as the Identified Official with Authority (IOwA) for Minnesota Department of Education (MDE) EDIAM Financial

WHEREAS, the Minnesota Department of Education (MDE) requests that School Districts annually designate the Superintendent as the Identified Official with Authority (IOwA) for the MDE Education Identity Access Management portal (EDIAM Financial). The Identified Official with Authority is responsible for assigning job duties to the appropriate School District staff and authorizing access to MDE secure systems. This annual review and designation of the Superintendent as Identified Official with Authority is in accordance with State Access Security Standard 1.0.

RESOLVED, By the School Board of Independent School District 709, St. Louis County, Minnesota, that the Superintendent of Schools, be designated the legal authorized representative to serve as the 2023-2024 Identified Official with Authority (IOwA) for MDE EDIAM Financial for the School District.

RESOLUTION

Canvassing Returns of Votes of School District Special Election of May 14, 2024

BE IT RESOLVED, by the School Board of Independent School District 709, as follows:

1. It is hereby found, determined and declared that the Special Election of the voters of this District, held on May 14, 2024 was in all respects duly and legally called and held.

2. **Ballot Question:**

   Shall the capital project levy proposed by the Board of Independent School District No. 709 (Duluth) be approved?

   YES 5,011

   NO 5,472

3. The Ballot Question was defeated.

4. The School District Clerk is hereby authorized to certify the results of the election to the County Auditor of each County in which the School District is located in whole or in part.

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SPECIAL ELECTION
May 14, 2024

A. TOTAL NUMBER OF PERSONS REGISTERED AT 7:00 O'CLOCK A. M.	62,842
B. TOTAL NUMBER OF NEW REGISTRATIONS ON ELECTION DAY:	100
C. TOTAL NUMBER OF SIGNATURES ON THE POLLING PLACE ROSTER	*
D. TOTAL NUMBER OF ACCEPTED REGULAR, MILITARY AND OVERSEAS ABSENTEE BALLOTS	*
E. TOTAL NUMBER OF PERSONS VOTING IN THE SPECIAL ELECTION	10,483

****

F. TOTAL NUMBER OF COMPLETELY BLANK BALLOTS IN THE BALLOT BOX	*
G. TOTAL NUMBER OF COMPLETELY DEFECTIVE BALLOTS IN THE BALLOT BOX:	*

****

H. TOTAL NUMBER OF SPOILED BALLOTS IN THE SPOILED BALLOT ENVELOPE	*
I. TOTAL NUMBER OF UNUSED BALLOTS RETURNED TO THE CLERK	*

****

SCHOOL DISTRICT QUESTION

"Shall the capital project levy proposed by the Board of Independent School District No. 709 (Duluth) be approved?"

YES	5,011
NO	5,472
Completely Blank Ballots	*
Completely Defective Ballots	*
TOTAL BALLOTS COUNTED FOR THIS QUESTION	10,483

****

*The Municipalities' System does not generate blank or defective ballot information, which could be used for this abstract.

RESOLUTION

DECLARING THE FIRST FRIDAY IN JUNE TO BE
NATIONAL GUN VIOLENCE AWARENESS DAY

This resolution declares the first Friday in June to be National Gun Violence Awareness Day in the Duluth Public School District to honor and remember all victims and survivors of gun violence and to declare that we as a country must do more to end this public health crisis.

WHEREAS, every day, 120 Americans are killed by gun violence and more than 200 are shot and wounded, with an average of nearly 18,000 gun homicides every year; and

WHEREAS, Americans are 26 times more likely to die by gun homicide than people in other high-income countries; and

WHEREAS, Minnesota has 510 gun deaths every year, and 1,174 more Minnesotans are wounded by guns every year; and

WHEREAS, protecting public safety in the communities they serve is a high priority of the school district; and

WHEREAS, support for the Second Amendment rights of law-abiding citizens goes hand-in-hand with keeping guns away from people that shouldn't have them; and

WHEREAS, gun violence prevention is more important than ever as we see an increase in firearm homicides, and nonfatal shootings across the country, increased calls to domestic violence hotlines, and an increase in city gun violence;

WHEREAS, in January 2013, Hadiya Pendleton was tragically shot and killed at age 15; and on June 7, 2024 to recognize the 27th birthday of Hadiya Pendleton (born: June 2, 1997), people across the United States will recognize National Gun Violence Awareness Day and wear orange in tribute to -

(1) Hadiya Pendleton and other victims of gun violence; and
(2) the loved ones of those victims; and

WHEREAS, the idea was inspired by a group of Hadiya's friends, who asked their classmates to commemorate her life by wearing orange; they chose this color because hunters wear orange to announce themselves to other hunters when out in the woods, and orange is a color that symbolizes the value of human life; and

WHEREAS, anyone can join this campaign by pledging to Wear Orange on June 7th, the first Friday in June in 2024, to help raise awareness about gun violence; and

WHEREAS, by wearing orange on June 7, 2024 Americans will raise awareness about gun violence and honor the lives of gun violence victims and survivors; and

WHEREAS, we renew our commitment to reduce gun violence and pledge to do all we can to keep firearms out of hands, and encourage responsible gun ownership to help keep children safe.

NOW, THEREFORE BE IT RESOLVED, that the Duluth School Board declares the first Friday in June, June 7, 2024, to be National Gun Violence Awareness Day. We encourage all schools to support their local communities' efforts to prevent the tragic effects of gun violence and to honor and value human lives.