Regular School Board Meeting
Duluth Public Schools, ISD 709
Agenda
Tuesday, September 16, 2025
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 6
   - C. Schedule of Meetings and Events 19
7. **Report of Standing Committees**
   - A. Committee of the Whole
     - 1) Monthly Committee of the Whole *(September 4, 2025)* 20
   - B. Human Resources/Business Services Committee *(September 8, 2025)* 100
   - C. Policy Committee *(September 11, 2025)* 251
8. **General Board Committee Updates**
9. **Consent Agenda** **366**
10. **Resolutions from Committee Reports**
    - A. B-9-25-4120 - Maximum Levy Certification 861
    - B. B-9-25-4121 - Acceptance of Donations to Duluth Public Schools 863
11. **Special Resolutions and Action Items**
    - A. E-9-25-4122 Designation of Identified Official with Authority (IOwA) for Head Start 866
    - B. Approval of Office of Head Start Supplemental Nutrition Application 867
    - C. Approval of Community Education Director Individual Contract 872
    - D. Approval of the Minnesota Department of Education (MDE) Review and Comment 876
12. **Questions / Other**
13. **Adjournment**

September 2025

Since the start of the year, East Students have been adjusting to new routines and schedules, myself included. I am excited to be back for my first report of the 2025-26 school year!

To begin, I asked for updates from the captains of our fall sports teams! The girls tennis team has been on the courts and are having a great season! The girls volleyball team is playing Proctor at home tonight. There is a soccer double header at East on Thursday night. The girls will play Denfeld at 5:30, and the boys will play Denfeld at 7:30. It is the boys' senior night, and we are excited to see everyone who shows up to support our players. The football team is well into their season with their next game being this Friday at Grand Rapids and next Friday at home against North Branch. We are all excited for the homecoming game against Cloquet on October 10th!

The boys and girls cross country teams have been practicing since August and have a meet today at Grand Rapids. On Saturday, they will be heading to the University of Minnesota to compete at one of their biggest meets. The girls swim team has also been practicing since the summer and is well into their season. We are wishing them luck for their home meet tonight! The cheer team consistently shows up to support all of our athletes all while maintaining a reputation of their own. They lead cheers in the student section at all sorts of events, and we love seeing their routines and stunts at assemblies.

Moving on to some club updates: The drama club ran auditions for their fall musical—Alice By Heart—last spring and started rehearsing at the end of August. Since coming back to school, they've been in the theater or choir room almost every day. The show will run from October 23-26, and we're excited to see them bring this retelling of Alice In Wonderland to life!

The Climate Club has done a ton of research and earned grant funding to improve East's sustainability by trying to implement composting. Unfortunately, they've faced issues with getting opportunities to have open conversations to address some administrative concerns. They are working hard to find their next steps, and their commitment to our future gives me hope!

I am looking forward to starting student forum back up for the year, and today, I met with Mr. Flohaug to discuss POV. There are efforts in the works to include more underclassmen and non-club leaders in the group, and we are hoping to expand our membership to 30. With that, I received an email about planning for the intra-city student council, and I'm ready to continue working with Superintendent Magas to bring the idea to life this year.

Without WIN, finding time for our huge number of unique clubs to meet is difficult, and we are waiting to hear what our PAWs day schedule will be for this year.

Next, for some more general school updates: Student Government has already hosted a welcome back assembly and dance, both of which were on the first Friday of the school year. Last Friday, seniors were at Brighton Beach at 6 am for our senior sunrise event, which featured pictures, yard games, and lots of doughnuts. It's been a busy start to the year, and we are in the midst of planning for all of our Homecoming events.

On Saturday evening, a group of about 30 students from Albstadt, Germany and two of their teachers arrived in Duluth. They are spending the next two weeks living with East students (mostly those who are in a German class). They are shadowing us in our classes and taking the chance to learn about American culture! It's been super fun to have them here!

On the academic side of things, there are currently around 80 juniors signed up to take the PSAT in October. Four East seniors who took the test last year have been invited to fill out the application to become a national merit semi-finalist, which is an incredible achievement!

On a more serious note, with coming back to school, there have also been some really difficult moments and conversations.

In the wake of the shootings at Annunciation and Evergreen, my Economics teacher opened up our class hour for students to talk, and the testimonies, opinions, observations, and emotions that came forth were really eye opening. At the start of the year, students spend time listening to presentations with info from the district handbook in their third hour classes. A lot of our conversations revolved around the language, information, and policies from the handbook.

Here's some of what I heard:

- When talking about procedures for a lockdown, it seems like administration doesn't want to name the fact that a shooter is a threat we may face. We talk about lockdowns and evacuations in the event of a gas leak or dangerous animal or crime in the neighborhood. It feels like active shooter situations are a taboo subject, when in reality, they're something that students think about every time they step foot into one of our district buildings.
- In addition, students feel really concerned that we only go through drills at the start and end of the year. My peers are really concerned that we only talk about emergency procedures in one classroom and only at the start of the year because most students change classes, teachers, and/or schedules at the start of the new semester.

I know this is a really difficult subject, and there's a ton to think about and discuss. The fact that my teacher sacrificed an hour of instruction time that we completely filled with open conversation is a prime example of how badly issues like this need to be discussed. Students

care, and it would mean a lot to see and hear our administrators making it clearly known that they care too.

Another issue that has been coming up in the past few weeks is where CITS credits are coming from for CITS pre-calculus, CITS physics, and CITS American Government and Politics. Students in these classes at East have felt a lot of frustration due to the fact that not all students across the district will be receiving the same credit even though they will be completing the same classes.

Administration has made it clear that decisions regarding budgets, course offerings, and practically anything that affects students should be made in the most responsible, transparent, and equal manner possible.

According to the district website, the CITS courses that are being offered through UMD at Denfeld should be through Fond Du Lac. At the least, this statement should be changed to accurately reflect the difference in courses across the district.

I don't want anyone to misunderstand me and think I am saying that I don't want students at Denfeld to have the same access to CITS classes because I absolutely do. Our frustration rises from the fact that students were not notified of this discrepancy in where credits are coming from and when or why the decision was made.

In addition, the decision to have the high schools go through different colleges in order to offer CITS credits at both schools is contrary to how situations like this have been handled in the past. In the 2021-2022 school year, East didn't have a teacher qualified to teach CITS physics through Fond Du Lac, we had to offer honors physics. That same year, Denfeld had a qualified teacher, so they were able to offer the course.

We are aware that it would be an added expense for the district to have CITS credits through UMD at East & that it is too late to adjust credit partners for the year. With that said, we hope that the district is able to understand why this decision is so frustrating for CITS students at East. We are putting in the same work and hope that in the future, *all* students will earn equally transferable credits.

The last portion of this report was not saved for the end because it's an afterthought, but because there is really no way to follow it. As some of you may have heard, the East Community is grieving the loss of Shimia, a 2025 grad who had been battling cancer for the past few years. Since East students and our greater community heard the news of her loss last night, there has been an outpouring of grief and support both on social media and at school. School administration worked quickly to bring in support staff, and doors to the counseling center and

career center have been open all day to welcome students in. Shimia loved to dance and was a member of the East Dance Team, a group who loves her fiercely and is especially feeling the weight of her loss. Shimia asked that donations be made to the Northern Lights Foundation in lieu of flowers.

With all of that said, I'd like to thank you for your time and turn the floor back to Superintendent Magas.

www.ISD709.org
Duluth
Public Schools
Every Student. Every Day.

Superintendent's Report

September 16, 2026

www.ISD709.org

Duluth
Public Schools

Every Student. Every Day.

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 Representative Reports
  - My’Aiana Taylor - ALC
  - Latasaija Garner - Denfeld
  - Kate Dean - East
- Start of the Year Updates
- Duluth Promise Update
- Board Work Session Update
- 2024-25 Superintendent Evaluation and 2025-26 Goals Update
- Other

Start of the Year Updates

Start of the Year Updates

- In general, the start of the school year was very positive! Lots of smiling faces of staff and students alike!
- Our enrollment is up significantly, and I am frequently hearing lots of praise for Duluth Public Schools.
- We continue to make significant improvements in many key areas
- We still have some things to work out as space is becoming constrained in a number of our sites, such as Lester Park, Homecroft, and Myers-Wilkins.
- Violence and threats of violence have been an issue at the local, state and national level. Safety remains our top priority!
- I have been deeply impressed with the way our staff, families, and community have responded, coming together in challenging times, reporting things that are issues, and seeking meaningful solutions to the challenges that we have faced again and again.

Duluth Promise Update

Duluth Promise Update

- Our collaborative team with representatives from the University of Minnesota-Duluth, the College of St. Scholastica , Lake Superior College, the Duluth Superior Area Chamber of Commerce, City of Duluth Workforce Development, and APEX have been meeting as we continue to develop our robust and collaborative career pathways and partnerships.

- Our team met today for a half-day work session to plan for next steps, including use of the $50,000 in state funding, and are excited about the direction of this initiative.

Board Work Sessions Update

Board Work Sessions Update

- On September 9, 2025, School Board Members participated in a Board Retreat for Duluth Public Schools facilitated by Dr. Ray Queener from TeamWorks.

- This retreat built upon the July 8, 2025 retreat, deepening the board's engagement in strengthening governance and modeling professional development as a committed team. Board members demonstrated a strong willingness to be highly engaged, focused on doing the work, and committed to continuous improvement.

- The retreat provided structured opportunities for reflection, practice, and collective learning. Using TeamWorks' governance frameworks, the board examined the role of the chair, practiced productive conversations, reviewed the Transition & Development Framework, clarified commitments to governance culture, and identified key messages to guide their work moving forward.

Superintendent Evaluation Update

Superintendent Evaluation Update

- The school board met in closed session on August 25th, 2025 for the 2024-25 End-of-Year evaluation

- A summary of my evaluation was shared at the Committee of the Whole on September 4th.

- My goals for the 2024-2025 school year were:
  a. Standard 1 - Governance Team - Element 1.d. Information for Decision-Making
  b. Standard 2. School District Finances - Element 2.e. Asset Protection
  c. Standard 6. Teaching and Learning - Element 6.b. School Improvement

- We are currently assessing goals for 2025-26

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 September 15 - September 19, 2025

Tuesday	September 16, 2025	5:30 p.m.	Johnson O'Malley Parent Committee Denfeld High School 401 N 44th Ave W
Tuesday	September 16, 2025	5:30 p.m. - 6:15 p.m.	School Board Listening Session
Tuesday	September 16, 2025	6:30 p.m.	Regular School Board Meeting

Week of September 22 - September 26, 2025

None

Week of September 29 - October 3, 2025

None

Week of October 6 - October 10, 2025

Tuesday	October 7, 2025	4:30 p.m.	Monthly Committee of the Whole
Thursday	October 9, 2025	4:30 p.m.	Policy Committee

Week of October 13 - October 17, 2025

Monday	October 13, 2025	4:30 p.m.	HR/Business Services Committee

**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
September 12, 2025

Monthly Committee of the Whole Board Meeting
Duluth Public Schools, ISD 709
Agenda
Thursday, September 4, 2025
District Services Center
709 Portia Johnson Dr.
Duluth, MN 55811
4:30 PM

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **AGENDA ITEMS**
   - A. Strategic Plan Alignment
     - 1) Advancing Equity - N/A
     - 2) Improving Systems
       - a. Summary of 2024-2025 Superintendent Evaluation
     - 3) Supporting Every Student
       - a. State Accountability Review 2
       - b. One-Time Supplemental Head Start Nutrition Grant 25
       - c. SRTS Planning Process 40
       - d. District Safety and Crisis Response Update 52
   - B. Budget Update - N/A
   - C. Other
4. **ADJOURN**

COW Agenda Cover Sheet

Meeting Date: September 4, 2025

Topic: Every Student Succeeds: Accountability

Presenter(s): Brenda Spartz / Jen Larva

Attachment:

Brief Summary of Presentation or Topic (no more than a few sentences):
State & Local Assessments and North Star Accountability

This Requires School Board Approval : No

Duluth Public Schools

Committee of the Whole

Supporting Every Student:
Accountability

September 4, 2025

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.

Today, we will be presenting and discussing information pertaining to:

State & Local Assessments Results

&

North Star Accountability Identification

STATE ASSESSMENT

Minnesota Comprehensive Assessments (MCAs)

2025 Reading MCA: By Grade & Overall

3rd, 6th, & 8th grades made gains on MCA Reading from 2024 to 2025…

MCA Reading: By Grade 2024 VS 2025			
Grade	2024 % Meets + Exceeds	2025 % Meets + Exceeds	Increase or Decrease
3rd	47.7%	50.8%	3.1%
4th	54.1%	52.6%	-1.5%
5th	68.8%	66.0%	-2.8%
6th	58.9%	61.5%	2.6%
7th	53.6%	53.1%	-0.5%
8th	51.2%	52.2%	1.0%
10th	63.3%	53.8%	-9.5%
ALL	56.8%	55.7%	-1.1%

MCA Reading: By Grade & Overall Duluth Compared to MN			
Grade	Duluth 2025 % Meets + Exceeds	MN 2025 % Meets + Exceeds	Comparison
3rd	50.8%	46.1%	4.7%
4th	52.6%	46.3%	6.3%
5th	66.0%	57.1%	8.9%
6th	61.5%	54.1%	7.4%
7th	53.1%	46.2%	6.9%
8th	52.2%	46.0%	6.2%
10th	53.8%	51.3%	2.5%
ALL	55.7%	49.6%	6.1%

All grades are above the state average in reading… every grade!

2025 Reading MCA: State Race / Ethnicity

MCA Reading: State Race / Ethnicity 2024 VS 2025			
State Race / Ethnicity	Duluth 2024 % Meets + Exceeds	Duluth 2025 % Meets + Exceeds	Comparison
American Indian	33.7%	35.5%	1.8%
Asian	74.4%	77.5%	3.1%
Hispanic or Latino	56.6%	57.1%	0.5%
Black or African Am	17.6%	20.8%	3.2%
Two or More Races	42.9%	39.4%	-3.5%
White	61.6%	60.5%	-1.1%

MCA Reading: State Race/Ethnicity Duluth Compared to MN			
State Race / Ethnicity	Duluth 2025 % Meets + Exceeds	MN 2025 % Meets + Exceeds	Comparison
American Indian	35.5%	33.1%	2.4%
Asian	77.5%	44.4%	33.1%
Hispanic or Latino	57.1%	28.7%	28.4%
Black or African Am	20.8%	31.0%	-10.2%
Two or More Races	39.4%	50.4%	-11.0%
White	60.5%	58.7%	1.8%

American Indian; Asian; Hisp/Latino; Black/ African American all realized increases in MCA Reading from 2024 to 2025.

Duluth students outperformed MN on average on Reading MCA 2025: American Indian; Asian; Hispanic/Latino; White.

2025 Reading MCA: Comparison Groups

MCA Reading: Comparison Groups 2024 VS 2025			
Comparison Groups	Duluth 2024 % Meets + Exceeds	Duluth 2025 % Meets + Exceeds	Comparison
Special Education	24.8%	24.8%	0.0%
Not Special Education	51.9%	63.7%	11.8%
Free or Reduced Meals	38.1%	37.3%	-0.8%
Not Free/Reduced Meals	58.6%	66.6%	8.0%
English Learner (EL)	31.7%	28.2%	-3.5%
Not English Learner (EL)	46.8%	56.0%	9.2%

MCA Reading: Comparison Groups Duluth Compared to MN			
Comparison Groups	Duluth 2025 % Meets + Exceeds	MN 2025 % Meets + Exceeds	Comparison
Special Education	24.8%	25.1%	-0.3%
Not Special Education	63.7%	54.6%	9.1%
Free or Reduced Meals	37.3%	32.6%	4.7%
Not Free/Reduced Meals	66.6%	61.1%	5.5%
English Learner (EL)	28.2%	9.9%	18.3%
Not English Learner (EL)	56.0%	54.4%	1.6%

Some comparison groups had significant gains from 2024 to 2025: Not Spec Ed; Not Free/Reduced Meals; Not EL.

When compared with MN, Duluth students outperformed the state on Reading MCA 2025 across most comparison groups.

2025 Reading MCA: By Cohorts

	Stowe			Myers-Wilkins			Laura MacArthur			Piedmont			Congdon Park		
	2024	2025	Cohort	2024	2025	Cohort	2024	2025	Cohort	2024	2025	Cohort	2024	2025	Cohort
´25 3rd		14.7%			40.4%			31.5%			50.0%			64.7%	
´24 3rd to ´25 4th	26.3%	32.4%	6.1%	17.0%	20.4%	3.4%	25.6%	34.1%	8.5%	37.3%	63.9%	26.6%	59.8%	64.6%	4.8%
´24 4th to ´25 5th	30.6%	45.9%	15.3%	12.5%	20.9%	8.4%	24.4%	36.4%	12.0%	42.6%	58.8%	16.2%	74.7%	89.0%	14.3%
Overall		31.5%			27.8%			33.8%			57.6%			73.9%	

	Lowell ENG/Ojibwe			Lakewood			Homecroft			Lester Park			Lowell Spanish		
	2024	2025	Cohort	2024	2025	Cohort	2024	2025	Cohort	2024	2025	Cohort	2024	2025	Cohort
´25 3rd		40.0%			74.0%			60.3%			57.3%			52.5%	
´24 3rd to ´25 4th	37.2%	45.5%	8.3%	72.9%	63.0%	-9.9%	68.1%	57.5%	-10.6%	61.0%	61.5%	0.5%	43.1%	55.1%	12.0%
´24 4th to ´25 5th	52.9%	57.4%	4.5%	73.7%	84.6%	10.9%	65.4%	81.8%	16.4%	66.3%	75.0%	8.7%	59.6%	65.2%	5.6%
Overall		47.7%			73.3%			66.8%			65.0%			57.1%	

	All Elementary		
	2024	2025	Cohort
´25 3rd		50.1%	
´24 3rd to ´25 4th	47.7%	52.6%	4.9%
´24 4th to ´25 5th	54.1%	66.2%	12.1%
Overall		56.3%	

90% of the elem cohorts (4th & 5th grades) had growth in reading!

= Double Digit Growth

2025 Math MCA: By Grade & Overall

3rd, 6th, & 7th grades made gains on MCA Math from 2024 to 2025…

MCA Math: By Grade 2024 VS 2025			
Grade	2024 % Meets + Exceeds	2025 % Meets + Exceeds	Increase or Decrease
3rd	57.8%	59.1%	1.3%
4th	58.0%	57.1%	-0.9%
5th	50.2%	45.4%	-4.8%
6th	36.8%	37.2%	0.4%
7th	38.8%	43.1%	4.3%
8th	45.0%	37.5%	-7.5%
11th	37.5%	33.7%	-3.8%
ALL	46.9%	45.1%	-1.8%

MCA Math: By Grade & Overall Duluth Compared to MN			
Grade	Duluth 2025 % Meets + Exceeds	MN 2025 % Meets + Exceeds	Comparison
3rd	59.1%	57.9%	1.2%
4th	57.1%	55.6%	1.5%
5th	45.4%	42.9%	2.5%
6th	37.2%	40.1%	-2.9%
7th	43.1%	40.9%	2.2%
8th	37.5%	41.9%	-4.4%
11th	33.7%	35.0%	-1.3%
ALL	45.1%	45.2%	-0.1%

3rd, 4th, 5th, & 7th grades outperformed the state on average in math…

2025 Math MCA: State Race / Ethnicity

MCA Math: State Race / Ethnicity 2024 VS 2025			
State Race / Ethnicity	Duluth 2024 % Meets + Exceeds	Duluth 2025 % Meets + Exceeds	Comparison
American Indian	19.8%	18.0%	-1.8%
Asian	79.5%	71.8%	-7.7%
Hispanic or Latino	48.6%	43.1%	-5.5%
Black or African Am	9.0%	13.1%	4.1%
Two or More Races	29.8%	27.9%	-1.9%
White	51.9%	50.4%	-1.5%

MCA Math: State Race/Ethnicity Duluth Compared to MN			
State Race / Ethnicity	Duluth 2025 % Meets + Exceeds	MN 2025 % Meets + Exceeds	Comparison
American Indian	18.0%	24.9%	-6.9%
Asian	71.8%	43.1%	28.7%
Hispanic or Latino	43.1%	22.4%	20.7%
Black or African Am	13.1%	22.5%	-9.4%
Two or More Races	27.9%	43.6%	-15.7%
White	50.4%	55.4%	-5.0%

Black / African American students realized a 4.1% increase in MCA Math from 2024 to 2025.

Duluth Asian and Hispanic/Latino students outperformed MN on average on Math MCA 2025.

2025 Math MCA: Comparison Groups

MCA Math: Comparison Groups 2024 VS 2025			
Comparison Groups	Duluth 2024 % Meets + Exceeds	Duluth 2025 % Meets + Exceeds	Comparison
Special Education	23.4%	20.1%	-3.3%
Not Special Education	51.9%	51.6%	-0.3%
Free or Reduced Meals	28.8%	26.4%	-2.4%
Not Free/Reduced Meals	58.6%	56.1%	-2.5%
English Learner (EL)	35.7%	37.1%	1.4%
Not English Learner (EL)	46.8%	45.2%	-1.6%

MCA Math: Comparison Groups Duluth Compared to MN			
Comparison Groups	Duluth 2025 % Meets + Exceeds	MN 2025 % Meets + Exceeds	Comparison
Special Education	20.1%	24.3%	-4.2%
Not Special Education	51.6%	49.5%	2.1%
Free or Reduced Meals	26.4%	26.5%	-0.1%
Not Free/Reduced Meals	56.1%	57.8%	-1.7%
English Learner (EL)	37.1%	12.6%	24.5%
Not English Learner (EL)	45.2%	49.2%	-4.0%

English Learners made gains in math from 2024 to 2025.

When compared with MN, Duluth students not qualified for special education and ELL students outperformed the state on Math MCA 2025.

LOCAL ASSESSMENT

FastBridge

Renaissance
FastBridge

www.ISD709.org
Duluth
Public Schools
Every Student. Every Day.

FastBridge: Kindergarten

Early Reading English Composite			
Percent of K Meeting Expected Benchmark			
Assessment Year	Fall	Spring	Increase/ Decrease
2021-2022	51.3%	35.5%	-15.8%
2022-2023	53.4%	38.9%	-14.5%
2023-2024	57.2%	46.2%	-11.0%
2024-2025	59.8%	44.7%	-15.1%
Avg Over 4 Yrs	**55.4%**	**41.3%**	**-14.1%**

Subskill - Letters Sounds			
Percent of K Meeting Expected Benchmark			
Assessment Year	Fall	Spring	Increase/ Decrease
2021-2022	38.9%	36.0%	-2.9%
2022-2023	34.6%	44.8%	10.2%
2023-2024	47.9%	54.3%	6.4%
2024-2025	46.5%	52.3%	5.8%
Avg Over 4 Yrs	**42.0%**	**46.9%**	**4.9%**

Early Math Composite			
Percent of K Meeting Expected Benchmark			
Assessment Year	Fall	Spring	Increase/ Decrease
2021-2022	65.9%	67.9%	2.0%
2022-2023	65.5%	66.6%	1.1%
2023-2024	73.2%	67.0%	-6.2%
2024-2025	72.1%	68.8%	-3.3%
Avg Over 4 Yrs	**69.2%**	**67.6%**	**-1.6%**

Sub-skill screening assessment letter sound per minute for fluency is a predictor for future successful reading skills.

FastBridge: 1st Grade

Early Reading English Composite			
Percent of 1st G Meeting Expected Benchmark			
Assessment Year	Fall	Spring	Increase/ Decrease
2021-2022	29.6%	45.8%	16.2%
2022-2023	36.6%	53.6%	17.0%
2023-2024	34.2%	52.2%	18.0%
2024-2025	38.4%	47.9%	9.5%
Avg Over 4 Yrs	**34.7%**	**49.9%**	**15.2%**

Early Math Composite			
Percent of 1st G Meeting Expected Benchmark			
Assessment Year	Fall	Spring	Increase/ Decrease
2021-2022	63.1%	65.0%	1.9%
2022-2023	66.5%	71.0%	4.5%
2023-2024	69.0%	67.2%	-1.8%
2024-2025	69.9%	62.2%	-7.7%
Avg Over 4 Yrs	**67.1%**	**66.4%**	**-0.8%**

FastBridge: 2nd Grade

Fast aReading			
Percent of 2nd G Meeting Expected Benchmark			
Assessment Year	Fall	Spring	Increase/ Decrease
2021-2022	43.5%	56.2%	12.7%
2022-2023	47.6%	57.0%	9.4%
2023-2024	51.5%	58.0%	6.5%
2024-2025	54.6%	58.5%	3.9%
Avg Over 4 Yrs	**49.3%**	**57.4%**	**8.1%**

Fast aMath			
Percent of 2nd G Meeting Expected Benchmark			
Assessment Year	Fall	Spring	Increase/ Decrease
2021-2022	59.2%	61.7%	2.5%
2022-2023	62.8%	63.3%	0.5%
2023-2024	62.1%	64.2%	2.1%
2024-2025	63.2%	61.5%	-1.7%
Avg Over 4 Yrs	**61.8%**	**62.7%**	**0.8%**

North Star Accountability

www.ISD709.org
Duluth Public Schools
Every Student, Every Day.

North Star Accountability

Overarchingly…

MN North Star system designed to fulfill requirements of federal **E**very **S**tudent **S**ucceeds **A**ct (ESSA)

- Signed into law December 2015

Identification

- Identification occurs every 3 years
  - **2025-2026: Year 1** in current cycle
  - Next identification - August 2028
- Identify individual schools for support based on student groups not meeting expected outcomes or continuing to not meet thresholds

As a side note…

- *North Star Accountability* uses complicated calculations for reporting data. Hence, data accessed through *"North Star",* as cited on **MDE Report Card,** will not equal the basic data reported for general year to year proficiency (students meeting or exceeding the standards on MCAs for math, reading, or consistent attendance).

www.ISD709.org
19
Duluth
Public Schools
Every Student. Every Day.

North Star Accountability

3 Stages: Identification Process

- **Stage 1**
  - Math Achievement
  - Reading Achievement
  - Progress Toward English Language (EL) Proficiency
- **Stage 2**
  - Math Progress (elem/middle schools)
  - Reading Progress (elem/middle schools)
  - 4 & 7 year grad rates (high schools)
- **Stage 3**
  - Consistent Attendance

2 Types of Support for Schools

Comprehensive Support and Improvement (CSI)

- Title I schools performing in lowest 5% in MN
- High schools 4-year grad rate below 67% overall or for any student group
- Schools where same student group performs below thresholds for at least one indicator in each stage for two identification cycles in a row

Targeted Support and Improvement (TSI)

- Schools where one or more student groups are performing at or below thresholds for at least one indicator in each stage

Non-Exit

- CSI or TSI schools that have not yet met the exit criteria from a previous identification cycle.

❖ District will provide support for all levels for 2025-2026.

❖ District level support will come from *COMPASS through the NorthEast Service Cooperative (MDE).

*COMPASS = Collaborative Minnesota Partnerships to Advance Student Success (statewide system of continuous improvement)

Duluth North Star Accountability: 2025 Identification

School	2025		
	Support Level	Student Group	Reason
Myers-Wilkins	Targeted	American Indian	Multi-yr avg below thresholds on at least 1 indicator per stage
		Black/ African American	Multi-yr avg below thresholds on at least 1 indicator per stage
		2 or More Races	Multi-yr avg below thresholds on at least 1 indicator per stage
		Free/Reduced	Multi-yr avg below thresholds on at least 1 indicator per stage
			Below performance thresholds in each of the last 3 yrs on at least 1 indicator per stage
		Spec Ed	Multi-yr avg below thresholds on at least 1 indicator per stage
			Below performance thresholds in each of the last 3 yrs on at least 1 indicator per stage
		White	Multi-yr avg below thresholds on at least 1 indicator per stage
	Comprehensive	Overall	Lowest 5% of TItle I Schools
		Black	Continue - did not meet thresholds
		Spec Ed	Continue - did not meet thresholds
Congdon	Comprehensive	Spec Ed	Did not meet exit criteria

Non-exit

Non-exit

Non-exit

Duluth North Star Accountability: 2025 Identification				
School	2025			
	Support Level	Student Group	Reason	
Laura MacArthur	Targeted	Spec Ed	Multi-yr avg below thresholds on at least 1 indicator per stage	
	Comprehensive	Spec Ed	Multi-yr avg below thresholds; at least 1 indicator per stage; last 2 cycles	
		Free/Reduced	Multi-yr avg below thresholds; at least 1 indicator per stage; last 2 cycles	
		2 or More	Multi-yr avg below thresholds; at least 1 indicator per stage; last 2 cycles	
Stowe	Targeted	Spec Ed	Multi-yr avg below thresholds on at least 1 indicator per stage	
	Comprehensive	Spec Ed	Did not meet exit criteria	Non-exit
		Free/Reduced	Did not meet exit criteria	Non-exit
Piedmont	Targeted	American Ind	Multi-yr avg below thresholds on at least 1 indicator per stage	
	Comprehensive	Spec Ed	Did not meet exit criteria	Non-exit
Lowell ENG/Ojibwe	Targeted	American Ind	Multi-yr avg below thresholds on at least 1 indicator per stage	
	Comprehensive	Spec Ed	Did not meet exit criteria	Non-exit
ALC Independent Study	Comprehensive	Overall	4 Yr Grad Rate	

Contact Information

Brenda Spartz
Director of Elementary Education
brenda.spartz@isd709.org

Jen Larva
Director of Secondary Education
jen.larva@isd709.org

COW Agenda Cover Sheet

Meeting Date: September 4, 2025

Topic: One-Time Supplemental Head Start Nutrition Grant

Presenter(s): Barbara Eckberg, Head Start Director

Attachment: grant narrative and signature page

Brief Summary of Presentation or Topic (no more than a few sentences):

Duluth Head Start has applied for a $5000.00 one-time supplemental nutrition grant. Taste and Non-Taste Experiences for Preschool Children offering taste, dramatic play, sensory, and literacy activities to promote fruit and vegetable exposure in the preschool classroom.

This Requires School Board Approval : Signature of the Governing Board is required by September 5, 2025 to meet the OHS priority deadline.

One-Time Head Start Supplemental Nutrition Grant

Requested funds from the Office of Head Start

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.

The requested one-time funds for nutrition and health, through the Office of Head Start, log number ACF-OHS-PI-25-02 will focus on grant area 3: Nutrition and Education Resources for Head Start children in the Duluth Preschool classroom setting.

The requested funds will be used to promote taste and non-taste exposures for the children in each of the 13 Head Start classes. Duluth Preschool Head Start children will have the opportunity to taste new, novel, and familiar fruits and vegetables, paired with literacy and classroom community activities.

Both the taste and non-taste fruits and vegetables experiences will take place 2 times per month, in each of the 13 Duluth Preschool Head Start classes, from December 2025 through May 2026.

The classroom teaching staff will be guided by the Head Start Nutrition Coordinator and Head Start Education Coordinator in the implementation of the taste and non-taste fruits and vegetables experiences and supporting activities.

Parents will be included in the experience through take-home ideas for increasing fruit and vegetable consumption in their preschoolers, shared through the ChildPlus platform.

A final take-home book will allow each Head Start family to try a taste and non-taste fruit and vegetable experience in their own home. Parents will be prompted to explore taste, texture, colors, and descriptive vocabulary in the home setting, providing an effective and appropriate way to improve fruit and vegetable intake in their preschool children.

The budget for this proposal includes the taste component of the experience of $2000.00 for fresh fruits and vegetables, based on the July 2025 USDA food price outlook. The budget will also include $3000.00 for children's books depicting or including fruits and vegetables for the classrooms and each of the children's families. Duluth Preschool in-kind includes the service of the teaching staff, Nutrition Coordinator, Education Coordinator and ChildPlus Communication Platform. The total requested funds through the Office of Head Start, log number ACF-OHS-PI-25-02 for Head Start children in the Duluth Preschool is $5000.00

Questions?

- Any questions?
- Comments?
- Concerns?
- Feedback?

Program Narrative

Duluth Preschool blends and braids funds, through a mixed delivery format, with funds from Head Start and the State of Minnesota. Duluth Preschool offers 13 class options in 8 elementary schools within the school boundaries of Independent School District 70, in Duluth, Minnesota. Duluth Preschool is an inclusive high quality early childhood program for children 3-5 years of age. Meeting each child in his or her developmental milestones allows the activities and experiences offered to strengthen and build a child's social emotional skills, language & literacy, health & nutrition, and physical skills. We are proud to be one of the first preschool programs in the state to earn a Four-Star Rating from Minnesota Parent Aware- the highest rating possible!

The Head Start student enrollment in the Duluth Preschool for the 2024-25 program year was 184 children, or 97% of the funded slots. 77 Head Start students were identified with developmental disabilities during the program year. The identified children were provided special education services in an inclusive preschool setting, the least restrictive environment. The health and wellness of the Duluth Preschool Head Start students includes 84% of students up to date on dental exams, 70% of students up to date on well-child checks, and 98% of children are up to date on immunizations.

The requested one-time funds for nutrition and health, through the Office of Head Start, log number ACF-OHS-PI-25-02 will focus on area 3: Nutrition and Education Resources for Head Start children in the Duluth Preschool classroom setting. The requested funds will be used to promote taste and non-taste exposures for the children in each of the 13 Head Start classes. Duluth Preschool Head Start children will have the opportunity to taste new, novel, and familiar fruits and vegetables, paired with literacy and classroom community activities. Research indicates that taste and non-taste exposures of food can increase preschool children's

willingness to engage with food exploration behaviors (Johnson, A.R., Johnson, N.R., 2025). Non-taste exposures of food include sensory and visual exploration of the food, with a focus on new, novel, and familiar fruits and vegetables.

Additionally, the impact of visual exposure will also include exploring fruits and vegetables through preschool-appropriate books. Research indicates that stories and pictures of vegetables and (fruits) increase the willingness of preschoolers to taste them (Braga-Pontes, C., Simoes-Dias, S., Lages, M., Guarino, M., Graca, P., 2021). Duluth Preschool Head Start children will have an opportunity to explore fruits and vegetables through a variety of books, shared in the classroom setting, paired with visual vocabulary cards, language, and dramatic play opportunities.

Both the taste and non-taste fruits and vegetables experiences will take place 2 times per month, in each of the 13 Duluth Preschool Head Start classes, from December 2025 through May 2026. The classroom teaching staff will be guided by the Head Start Nutrition Coordinator and Head Start Education Coordinator in the implementation of the taste and non-taste fruits and vegetables experiences and supporting activities. Parents will be included in the experience through take-home ideas for increasing fruit and vegetable consumption in their preschoolers, shared through the ChildPlus platform. A final take-home book will allow each Head Start family to try a taste and non-taste fruit and vegetable experience in their own home. Parents will be prompted to explore taste, texture, colors, and descriptive vocabulary in the home setting, providing an effective and appropriate way to improve fruit and vegetable intake in their preschool children.

Citations:

Braga-Pontes, C., Simoes-Dias, S., Lages, M., Guarino, M., Graca, P., Nutrition education strategies to promote vegetable consumption in preschool children: the Veggies4myHeart project, *Public Health Nutrition*, 25(4), 1061-1070.

Johnson, A.R., Johnson, N.R., To Taste or Not to Taste, A Narrative Review of the Effectiveness of Taste and Non-Taste Exposures on Dietary Intake of Head Start Children, *Nutrients*, 2025,17,1817.

Budget Narrative

The requested one-time funds for nutrition and health, through the Office of Head Start, log number ACF-OHS-PI-25-02 will focus on area 3: Nutrition and Education Resources for Head Start children in the Duluth Preschool classroom setting. The budget for this proposal includes the taste component of the experience of $2000.00 for fresh fruits and vegetables, based on the July 2025 USDA food price outlook. The budget will also include $3000.00 for children's books depicting or including fruits and vegetables for the classrooms and each of the children's families. Duluth Preschool in-kind includes the service of the teaching staff, Nutrition Coordinator, Education Coordinator and ChildPlus Communication Platform. The total requested funds through the Office of Head Start, log number ACF-OHS-PI-25-02 for Head Start children in the Duluth Preschool is $5000.00

Link to slides

OHS Supplemental Nutrition Grant Request

Duluth Public Schools Federal Head Start One-Time Supplemental Nutrition Grant

Funding Type: OHS Nutrition Education and Resources

Total Request: $5000.00

Grant Goals:

1. Taste exposure opportunities for preschool children in the classroom setting.
2. Non-taste experiences for preschool children in the classroom setting.
3. Parent engagement opportunities in the home setting, for both taste and non-taste fruit and vegetable exposure for the preschool child and his/her family.

Signatures indicate approval of the OHS grant application/request

_____ Kelly Durick-Eder, School Board Chairperson

_____ Date

_____ Kristi Meyer-Fladwood, Head Start Policy Council Chair

_____ Date

COW Agenda Cover Sheet

Meeting Date: 9/4/2025

Topic: Duluth SRTS Planning Process

Presenter(s): Andie Heil SRTS Coordinator, Gavin Bukovich ARDC Planner

Attachment: Duluth SRTS COW Presentation.pptx

Brief Summary of Presentation or Topic (no more than a few sentences):
Duluth Safe Routes to School program was awarded a MnDOT Planning Assistance Grant in 2025 in the amount of $260k+. The Duluth SRTS program is working to create a plan to make it safer and easier for K-8 students to walk, bike, and roll to school. This initiative is a collaboration between Duluth Public Schools and the Arrowhead Regional Development Commission (ARDC) and is funded by the Minnesota Department of Transportation (MnDOT). The final product will be a strategic document to improve the city's pedestrian and bike network , which will also create opportunities for new grants to fund infrastructure and programming.

This Requires School Board Approval : No

Duluth Safe Routes to School

Planning Assistance Process

Presented By:
Andie Heil - Duluth Safe Routes to School Coordinator
Gavin Bukovich - ARDC Planner

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.

Introductions

Andie Heil - Safe Routes to School Coordinator, DUluth Public Schools

Gavin Bukovich - Planner, Arrowhead Regional Development Commission (ARDC) Email: gbukovich@ardc.org

ARDC has been selected as the planning and development organization to assist in creating a full-district Safe Routes to School Plan for Duluth Public Schools (ISD #709).

This planning process is funded by Minnesota Department of Transportation.

MnDOT SRTS - Program Overview

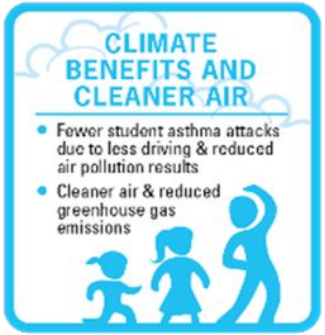
- The MnDOT Safe Routes to School (SRTS) program encourages K-8 students to walk, bike, and roll to school.
- It provides funding, planning, and educational resources for safety and infrastructure projects.
- The goal is to improve student physical activity, safety, and well-being, and reduce traffic and improving air quality around schools.
- The SRTS initiative includes both state and federal funding to support a variety of initiatives.

The 6 E’s

SRTS programs improve safety, reduce traffic and improve air quality near schools through a multidisciplinary approach that is structured around the 6 E’s.

- Evaluation: Figuring out what issues to address and how to make projects effective.
- Education: Teaching students and parents traffic safety skills and the benefits of walking and biking.
- Encouragement: Creating fun events and activities to get students and families excited about walking and biking to school.
- Equity:Making sure all students, especially those from underserved communities, benefit from the program.
- Engagement: Listening to the community—students, parents, and staff—to build a successful program together.
- Engineering: Making physical improvements like better crosswalks and signs to create safer routes.

The Benefits of Safe Routes to School



SRTS Timeline - ARDC Scope of Work

- Task 1: Initial Contact with Project Applicant (July/August 2025)
- Task 2: Kick-Off Meetings (September/October 2025)
- Task 3: Data Collection (September-November 2025)
- Task 4: Data Assessment (December 2025)
- Task 5: Action Plan Development (January 2026)
- Task 6: Plan Development (February 2026)
- Task 7: Draft Plan (March 2026)
- Task 8: Local Plan Review (April 2026)
- Task 9: Final Plan Review (May 2026)
- Task 10: Plan Completion (May-June 2026)

**These tasks are currently outlined on a typical 12-month contract. However, given that this project is unique and under an 18-month contract; there will be some slight variabilities in the outlined timeline.

Data Collection Overview - Fall 2025

Duluth Public Schools:

- Parent/Caregiver Surveys
- Student Travel Tallies
- Pick Up/Drop Off Observations
- Student Population Density Maps
- School Environment and Policy Assessment
- Walk/Bike Audit Events
- School Zone Hazard Assessment

Other Data Collection (ARDC):

- Crash Data for the past 10 years
- Speed Data
- Average Daily Traffic Counts
- Qualitative data obtained through community meetings
- Any other data relevant to the planning process

Final Product -
Duluth Public Schools SRTS Plan

The final product of this planning process will be a document that outlines strategic plan to make Duluth neighborhoods safer and more accessible for kids walking and biking to school.

This plan can serve as a strategic tool for improving the entire pedestrian and bike network in the City of Duluth and St. Louis County.

Funding Opportunities as a Result of the Planning Process

- SRTS Boost Grants: For communities with existing SRTS Plans, these grants fund non-infrastructure projects such as education, encouragement, and promotional activities to keep walking and biking safe and fun.
- State-Funded SRTS Infrastructure Grants: Provides funding for construction projects that improve access and safety on walking, biking, and rolling routes to schools, such as new sidewalks, trails, and improved crossings.

- Active Transportation (AT) Program: A grant program for projects that increase walking and bicycling. Future funds are expected to cover planning, infrastructure, and non-infrastructure projects.
- Greater Minnesota Transportation Alternatives: This is open to communities in Greater Minnesota for projects including bicycle and pedestrian facilities.
    - SRTS projects are eligible, but a 20% local match is typically required.

Questions?

- Any questions?
- Comments?
- Concerns?
- Feedback?

COW Agenda Cover Sheet

Meeting Date: Thursday, September 4, 2025

Topic: District Safety and Crisis Response Update

Presenter(s): Danette Seboe

Attachment: Fall Updates 2025

Brief Summary of Presentation or Topic (no more than a few sentences):
Updates to district Crisis Response and Safety Planning for 25-26 School Year

This Requires School Board Approval :
No

Fall 2025 Safety Updates

Duluth Public Schools
Committee of the Whole

Danette Seboe, Principal on Special Assignment

Core Planning Team

Team Lead (Principal), Communications, Mental Health, Safety

District EOC

All sites, all staff groups represented, meets at least monthly

Site EOCs

Led by principals, all staff groups represented, meets at least monthly

Mental Health Recovery

Co-chairs from core team, includes reps from social workers, counselors, school psychologists. Ready to respond always.

District Crisis Communication

Always kept in the loop. One contact for principals to manage. Always includes Superintendents, Directors, Core Team (see above), and as needed: SPED Directors, HR, Facilities, Food Service, Transportation, etc.

73

54

NEW in 25-26: PREPaRE Crisis Prevention and Intervention Training

-PREPaRE is an evidence based training curriculum from the National Association of School Psychologists
-Aligns well with our current work and with community response protocols (US Dep't of Ed REMS guidance, Homeland Security, FEMA Incident Command structures)
-Adds a focus on PREVENTION
-Training for building and EOC team leaders on full model
-Training for Mental Health team on risk, resilience, coping capacity, immediate supports
-Recognizes unique role of schools in supporting not just students but also staff, families, and often the local community
-*Schools provide a safe haven, disseminate information, identifying individuals at risk, provide mental health services, tracking and supporting displaced families, supporting long term recovery, a nd generally serving as a focus of normalcy in the face of trauma.*

Standard Response Protocol

-This is year 2 of using the I Love You Guys Standard Response Protocol

-We will be ready for any scenario and ready to change our response if necessary.

-Any announcements are clear and won't use any codes.

-We will give as much information as we can to keep in announcements, including DRILL or NOT A DRILL.

-Using announcements and any other information (sounds, smells, sights, etc.) staff and students will follow instructions and make decisions.

-Remember to use what is seen and heard to make decisions about how to respond.

-New training continues for the Standard Reunification Method

-Brief reminder of the SRP follows:

SHELTER

In a shelter:

- Follow any announcements. (“Shelter for (Tornado). Go to (LOCATION). Shelter for (Tornado). Go to (LOCATION).”)
- Follow directions and try to stay together.
- Leave your belongings behind.
- Lead students to you where you need to shelter in the building.

If a shelter is called and you are in the hall or other common space, join another class and shelter with them on your own. Assist any stragglers.

HOLD

A hold happens when there is something happening in the halls and we need to keep them clear for safety and privacy.

77

In a hold:

- Follow directions from announcements. (“Hold in your room or area. Clear the halls. Hold in your room or area. Clear the halls.”
- Stay in your room.
- Lock doors.
- Classes operate as normal, EXCEPT:
- If the bell rings, stay where you are until the hold is lifted.

If a hold is called and you are in the hall, go to the nearest classroom and stay in that space until the hold is lifted.

58

SECURE

A secure happens when there is something happening in the community outside the school building.

78

In a secure:

- Follow directions from announcement. (“Secure! Get inside. Lock outside doors. Secure! Get inside. Lock outside doors.”)
- Stay inside the building–no one in, no one out. Classes outside should get in ASAP.
- We will run business as usual in the school, EXCEPT no open lunches for anyone.
- If you need to leave, go to the front office.
- If you are outside the building and need to get in, call the school office and wait away from the school in a safe area.

LOCKDOWN

A lockdown happens if something unsafe is happening in the building.

In a lockdown:

- Follow directions from announcement (“Lockdown! Locks, Lights, Out of sight. Lockdown! Locks, Lights, Out of sight.”)
- Remain behind a closed and locked door
- The class may decide to barricade the door
- Turn off lights and stay quiet
- Be ready to evacuate if that is a safe choice for you

If a lockdown is called and you are in the hall or other public space, go to the nearest classroom or exit the building and go to the evacuation site or your other school/office and stay there until the lockdown is lifted.

EVACUATION

We will evacuate if it is safest to be outside the building.

80

In an evacuation:

- Follow directions and try to stay together with your students/team.
- Leave your belongings behind.
- Lead students to your evacuation location(s).
- If you get separated, meet at your evacuation site location. Students should be reminded to go with any other class.
- Walk calmly and watch for traffic. Do not block roads for emergency vehicles.
- If an evacuation is called and you are in the hall or other common space, join another class and evacuate with them. Help any stragglers.

61

EVACUATION

- Do NOT walk home. Remind students to NOT WALK HOME.
- Do NOT try to get to your car- you will not be allowed to leave the parking lot and you would be in the way of emergency response.
  - If you have a car in the parking lot, there is a chance you may not be able to retrieve it for a day or two.
- It is important that we stick together as much as possible to keep everyone safe and account for your location.
- At an evacuation site, keep students calm and seated, if possible. Be ready to help with attendance and care. Stay calm, reassure that safety is important and we will get everyone home as quickly and safely as possible.

When Evacuation Leads to Reunification

When would we use the Standard Reunification Method (SRM)?

CRISIS EVENT

Something happens at a site that requires students and staff to be evacuated.

Evacuation Sites

Students and staff report to the designated evacuation site(s).

Cannot return to school

Students and staff are unable to return to their school site for dismissal / reunification. CONTROLLED release is necessary.

Reunification Site

SRM is implemented. Impacted Site is transported to the Reunification Site for the process.

We must be as organized and prepared as we can be!

Students First

Goal to connect all students with their families within 4 hours of reunification start

Communication

Pre-teach, set expectations, clear and frequent updates

Family Experience

New video, support to add contacts, support at reunification site

Team Members

This will require A LOT of people power!

Mental Health

Minutes, hours, days, weeks for ALL

Community Support

We continue to work with city, county, medical, mental health, etc.

Family Reunification Video

EMERGENCY CONTACTS

- EVERY YEAR, encourage parents to provide info on several adults who are authorized to pick up the student in an emergency.
- This list should be 5 or 6 deep. IC now allows that.
- Plan will be developed to address if someone other than the legal parent/guardian comes. Includes how we will ensure the parent/guardian knows of this pick up and consents.

CARD: Bottom Half

Reunification Information (PLEASE PRINT CLEARLY)

Have photo identification out and ready to show school district personnel.

Student Name .....

Student Grade ..... Student Cell Phone Number .....

Name of person picking up student .....

Signature .....

Phone number of person picking up student .....

Relationship to student being picked up .....

School personnel completes:
Photo identification matches name of person picking up student?
Yes or No

Parent/Guardian completes:

Print Student Name Again..... Student Grade .....

Teacher .....

Student Birthday .....

School personnel completes upon release of student

TIME INITIALS OTHER

87

88

CARD: Top Half

Reunification

First, we want to thank you for your patience during this reunification. We share the same goal during this process: Getting you and your student back together as quickly as possible. The reason we're going through this is that an event has occurred at the school that mandates we personally reunite you with your child.

88

Instructions

1. Please complete the information on the other side of this card.
2. Prepare identification (If you don't have ID with you, please move to the side of the line, it may take a little longer to verify your identity.)
3. Select the check-in line based on either student last name or student grade.
4. After check-in, staff will split this card and a runner will be sent to recover your student. Please step over to the Reunification Location.
5. If there has been injury or other concerns, you may be asked to meet a counselor.
6. Please don't shout at school or district staff. We'll get through this as quickly as possible.

Translated for our specific ESL households.

Parent/Guardian Sign Off

I have read and understand these instructions.

Print Your Name .....Date.....

Signature .....

69

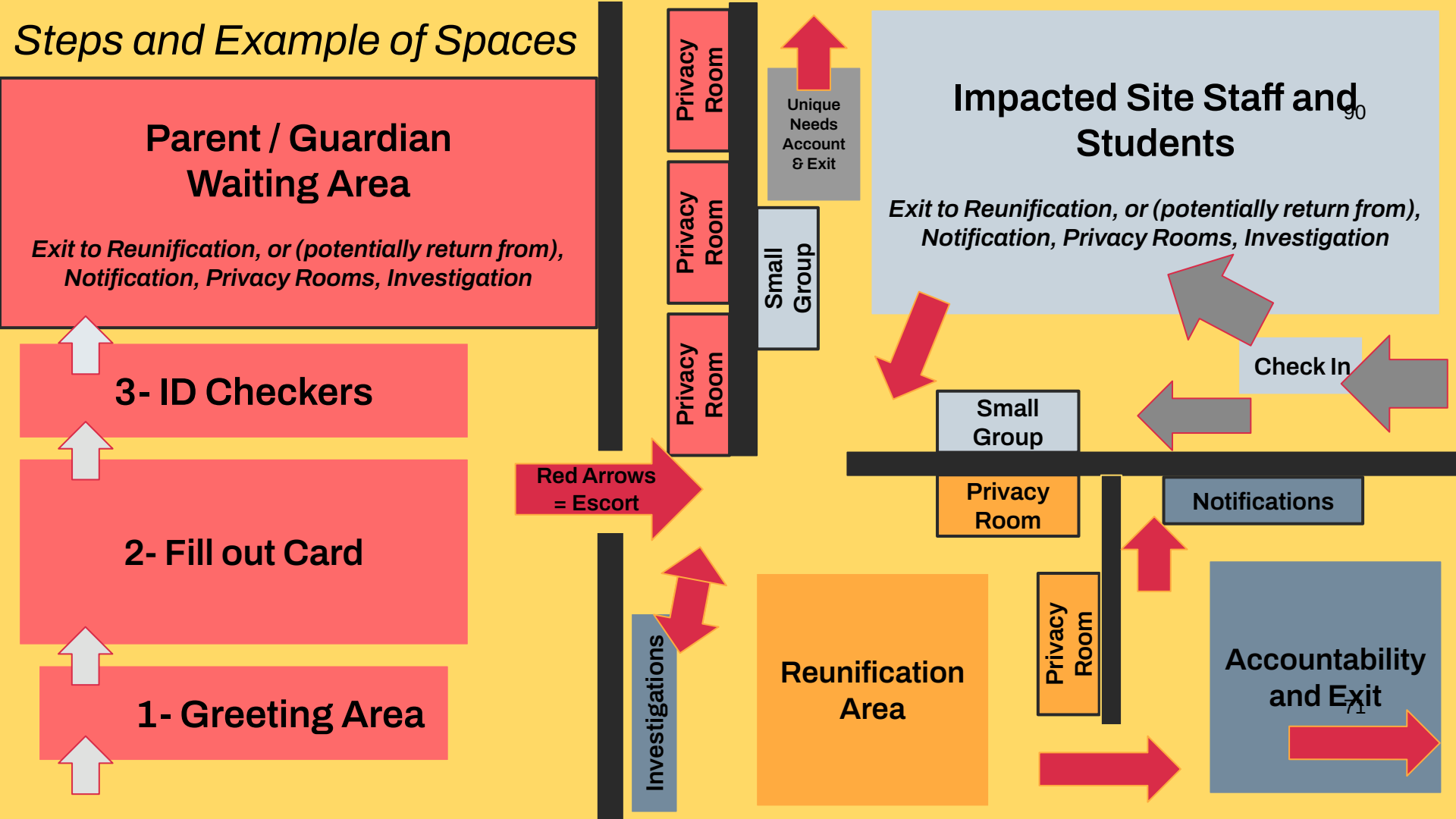
AT IMPACTED SITE

Step 1: ***Establish Onsite School Incident Command***
(District Incident Command and Reunification Team will be activated)

Step 2: ***Classroom Evacuation***
May be police led. Follow additional instructions.

Step 3: ***Secure Assembly Area*** - stay with students.
Verify Attendance, begin master roster verification
Law enforcement may be present and may search

Step 4: ***Impacted Site Transport***
ALL students and staff board buses to Reunification Site


Steps and Example of Spaces
Parent / Guardian Waiting Area
Exit to Reunification, or (potentially return from), Notification, Privacy Rooms, Investigation
3- ID Checkers
2- Fill out Card
1- Greeting Area
Privacy Room
Privacy Room
Privacy Room
Unique Needs Account & Exit
Small Group
Impacted Site Staff and Students
90
Exit to Reunification, or (potentially return from), Notification, Privacy Rooms, Investigation
Check In
Small Group
Privacy Room
Notifications
Red Arrows = Escort
Investigations
Reunification Area
Privacy Room
Accountability and Exit
71

Who is involved?

SCHOOL

- Principals
- District Administrators
- Counselor/Social Worker
- Special Education Administrator
- Transportation Administrator
- Food Service Administrator
- Maintenance Administrator

FIRST RESPONDERS

- Dispatch
- Police
- Fire
- EMS
- County Sheriff
- Highway Patrol

COMMUNICATIONS

- School Communications Officer
- City Public Information Officer
- Law Enforcement/First Responders Public Information Officer
- 2 additional PIOs

COMMUNITY

- Mental Health
- Community based emergency response (Red Cross, etc.)

CITY/COUNTY

- Emergency Management
- GIS Personnel
- Coroner/ME

Impacted Site

- All students from that site
- ALL STAFF from that site
- You will assist as much as possible with keeping students organized and orderly.
- You can assist with keeping them calm and distracted.
- You will be supported as a staff member who was also in any potentially traumatic situations.
- ASK for help if you need it. ADVOCATE for yourself.

Reunification Team

92

- **Leadership Roles will be pre-designated.**
- **Staff from other sites will be recruited to assist.**
- **COMMUNITY SUPPORT will be present**
  - Mental Health
  - First Aid
  - Law Enforcement
  - Others

73

Reunification Team Unites!

We will need A LOT of staff. Though other sites will likely be in some chaos and stress, too, or experiencing lots of early pickups, we will NEED sites to send as many staff as possible. The priority has to be reunification.

STAFF HAVE BEEN INSTRUCTED TO ADVOCATE FOR THEMSELVES:

- If asked to report to help, and you are uncomfortable with your assignment, SPEAK UP.
- If you KNOW you won't be able to successfully participate, SPEAK UP. You may be asked to cover for another staff member so they can come support.
- If you have a family member at the impacted site, SPEAK UP. Do not volunteer to help.
- This will be HARD for anyone who helps. It's okay to advocate for yourself. We understand that we are all bringing different history with us. Yours matters. We don't want to cause additional trauma!

ROLES OVERVIEWS

95

You may be asked to be:

- Parent/Guardian Greeters
- Parent/Guardian Checkers
- Student Request Runners
- Reunifiers
- Mental Health Support
- Child Supervision Personnel
- Entertainment/Distraction Coordinator
- Administrative Scribe
- Logistical Support
  - Snacks, water, supplies, etc.
- Parking Directors
- Accountant (no $ just people)
- Parent/Guardian Staging Area Announcer

76

Team Tags Front

Team Tags Back

96

77

1

CHECK IN

Bring your school ID. Report to volunteer check in table.

2

GEAR UP

Read about your role. Put on a vest. Gather materials you need.

3

CHECK INS

Keep an eye on other volunteers. If you need a break, TAKE ONE.

4

AFTER CARE

This will impact everyone. Taking care of self and others will be critical to recovery.

Thinking about Special Needs

- These are the students who get evacuated to reunification site last.
  - Need more support, more staff, more time to move
  - Their teachers and staff should be the ones to move them, and when appropriate, the SRO who may know them.
- Any unique equipment needs must be addressed by special services team and delivered to these students immediately!
- Keep them separated at reunification site to protect them from noise, etc.
- They must be the FIRST to be reunited!
- This staging area near handicapped accessible parking/loading areas.
- Assign special parent liaison who will be familiar with their unique concerns and needs.

When it's all done…

- How do you care for the staff who cared for the people?
  - After action debrief
  - Expect secondary trauma (reunification team)
  - Primary trauma needs for those at impacted site
  - Mental health supports ready to go in the immediate, and in the days/weeks/months/years to follow
- District must keep staff in the loop.
  - Expect frequent updates, whatever that may be.
- Consider finding a partner who was in a similar role at the reunification or impacted site AND a partner who was not impacted. We can help find those connections if needed. It's important to be able to talk it out.
- Plan for the recovery team to intentionally check in on impacted staff.

HR / Business Services Committee
Duluth Public Schools, ISD 709
Agenda
Monday, September 8, 2025
District Services Center
709 Portia Johnson Dr.
Duluth, MN 55811
4:30 PM

1. **Guest Presentations for this Meeting**
2. **Department Reports**
   - A. **Human Resources**
     - 1) HR Monthly Department Summary Report 2
   - B. **Business Services**
     - 1) Enrollment Report 4
     - 2) Child Nutrition Department Report 10
     - 3) Facilities Department Report 11
     - 4) Technology Department Report 13
     - 5) Transportation Department Report 14
3. **Recommended Resolutions**
   - A. B-9-25-4120 - Maximum Levy Certification 15
   - B. B-9-25-4121 - Acceptance of Donations to Duluth Public Schools 16
4. **Consent Agenda**
   - A. HR Staffing Report 20
   - B. FY26 Hourly Wage Rates 22
   - C. Job Description - MISA (Management Information Systems Assistant) *Revision* 24
   - D. Job Description - Cultural Immersion Paraprofessional *Revision* 28
   - E. Finances
     - 1) Financial Report 31
     - 2) Fundraisers 32
   - F. Bids, RFPs, and Quotes
     - 1) BID #1322 - Kemps Dairy Renewal for 2025-26 School Year 33
5. **Contracts, Change Orders and Leases**
   - A. CONTRACT - Environmental, Health & Safety Management Services for Duluth Public Schools 2025-2026 39
6. **Miscellaneous Informational Items (no action required)**
   - A. Expenditure Contracts 52
   - B. No Cost Contracts 108
   - C. Revenue Contracts - None
   - D. Grant Applications 145
   - E. Change Orders Signed 146

Human Resources Report for September 2025 School Board Meeting
Highlighting August 2025 Activities

Department:	Human Resources
HR|Business Services Committee:	09.08.2025
Regular Board Meeting:	09.16.2025
Report Prepared By:	Theresa Severance

Manager's Minutes:

- We have updated all our Clerical positions to be more focused on the individual work of each position, rather than a broad description of an outdated leveling system.
- With the approval of contracts for the Principal's Unit, the Paraprofessional Unit, and the EEA Unit last month, we are in the process of finalizing all pay adjustments and any back pay due for those units.
- Negotiations are ongoing with the Director's Unit and we have a tentative agreement with the Food Service unit. We have yet to receive an intent to negotiate from the DDWIAA and NCBAA units.
- We had 48 new employees (16 non-certified and 32 certified) attend the New Hire Orientation on August 14 at the District Service Center.

What We're Working On:

- The human resources team is working on setting up our job fair and event participation for the 2025-2026 school year. Our first event was Unity in the Community on August 18, followed by the monthly event held at CareerForce on September 3rd.
- The payroll team is working with departments to go paperless for all extra pay invoicing. This updated process would eliminate the hand keying of information into the payroll system and help in expediting payments to employees.
- The benefits team is starting to prepare their schedule for onsite school visits and retiree planning meetings.

Upcoming Changes/Improvements to the Department:

- We have started the screening for the Human Resources Manager position, with interviews to be held later this month.
- We are planning to attend several job fairs at UWS in September and October. The Jacket Fest on 09/18 and the Career & Internship Fair on 10/09
- Principal staffing meetings are being scheduled for the end of September. These meetings will ensure that employees are aligned with the correct schools and assignments in our payroll system, which will ensure a smoother process for future hiring and reporting to STARS.

Staffing Report:

- Certified Appointments - 19
- Certified Leaves - 7
- Certified Resignations - 3
- Certified Retirements - 0

Non-Certified Appointments - 19
Non-Certified Leaves - 1
Non-Certified Resignations - 18
Non-Certified Retirements - 6

Open Positions:

Certified:

Teachers (8)
- *Early Childhood (1)*
- *Elementary (1)*
- *High School (2)*
- *Middle School (1)*
- *Special Education (2)*
- *Adult Basic Education (1)*

Non-Certified:

Administrative (3)

Child Nutrition (5)

Maintenance (6)
- *Master Electrician (1)*
- *School Custodian I/II/III (2)*
- *Second Shift Engineer I (1)*
- *Second Shift Engineer II (1)*
- *Substitute Maintenance (1)*

Playground/Cafeteria Monitor (4)

Transportation (1)
- *School Bus Driver II (1)*

Paraprofessionals (14)
- *Certified Sign Language Interpreter (1)*
- *Health Assistant Para LPN - LTS (1)*
- *Instructional Para (2)*
- *Language Facilitator - Deaf and Hard of Hearing (1)*
- *Occupational Therapy Assistant (1)*
- *SpEd Building Wide Para (3)*
- *SpEd Program Para (2)*
- *SpEd Student Specific Setting III Para (3)*

2025-2026 School	Total Enroll	Total Gr 1-5	K	1	2	3	4	5	6	7	8	9	10	11	12
Congdon Park 435	487.00	411.00	76.00	78.00	83.00	83.00	79.00	88.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Homecroft 475	465.00	380.00	85.00	76.00	72.00	74.00	81.00	77.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lakewood 500	240.00	205.00	35.00	39.00	33.00	41.00	47.00	45.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lester Park 510	513.00	426.00	87.00	72.00	83.00	99.00	79.00	93.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lowell 520	304.00	262.00	42.00	58.00	53.00	45.00	56.00	50.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lowell Spanish Immersion	182.00	147.00	35.00	39.00	26.00	28.00	26.00	28.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MacArthur 525	261.00	221.00	40.00	40.00	43.00	45.00	51.00	42.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Myers Wilkins 540	455.00	376.00	79.00	82.00	76.00	72.00	81.00	65.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Piedmont 550	401.00	327.00	74.00	68.00	77.00	61.00	62.00	59.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Stowe 565	235.00	197.00	38.00	35.00	47.00	43.00	36.00	36.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lincoln Middle 225	719.86	0.00	0.00	0.00	0.00	0.00	0.00	0.00	225.00	252.00	242.86	0.00	0.00	0.00	0.00
Ordean East Middle 335	1141.27	0.00	0.00	0.00	0.00	0.00	0.00	0.00	395.00	354.00	392.27	0.00	0.00	0.00	0.00
AE Online 650	49.67							0.00	0.00	0.00	0.28	2.42	9.05	18.43	19.49
Denfeld 215	1038.60							0.00	0.00	0.00	0.00	247.29	258.86	256.14	276.31
East 220	1539.90							0.00	0.00	0.00	0.00	395.87	407.09	371.15	365.79
Merritt Creek Academy 81	80.00	33.00	1.00	4.00	2.00	8.00	7.00	12.00	6.00	7.00	11.00	6.00	12.00	4.00	0.00
ALC 611	62.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.00	26.00	32.00
Chester Creek Academy 575	28.00	15.00	0.00	0.00	1.00	5.00	6.00	3.00	3.00	2.00	1.00	0.00	2.00	2.00	3.00
Rock Ridge Academy 580	38.00	14.00	2.00	3.00	1.00	5.00	2.00	3.00	2.00	3.00	5.00	3.00	5.00	3.00	1.00
Arrowhead Academy 605	7.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00	1.00	4.00
Bethany Crisis Shelter 615	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	0.00	0.00
Hospitals 630	2.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	1.00	0.00	0.00	0.00
The Bridge 950	23.58	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	23.58
Total:	**8272.88**	**3014**	**594**	**594**	**597**	**609**	**613**	**601**	**631**	**618**	**653.4**	**655.58**	**700**	**681.7**	**725.2**

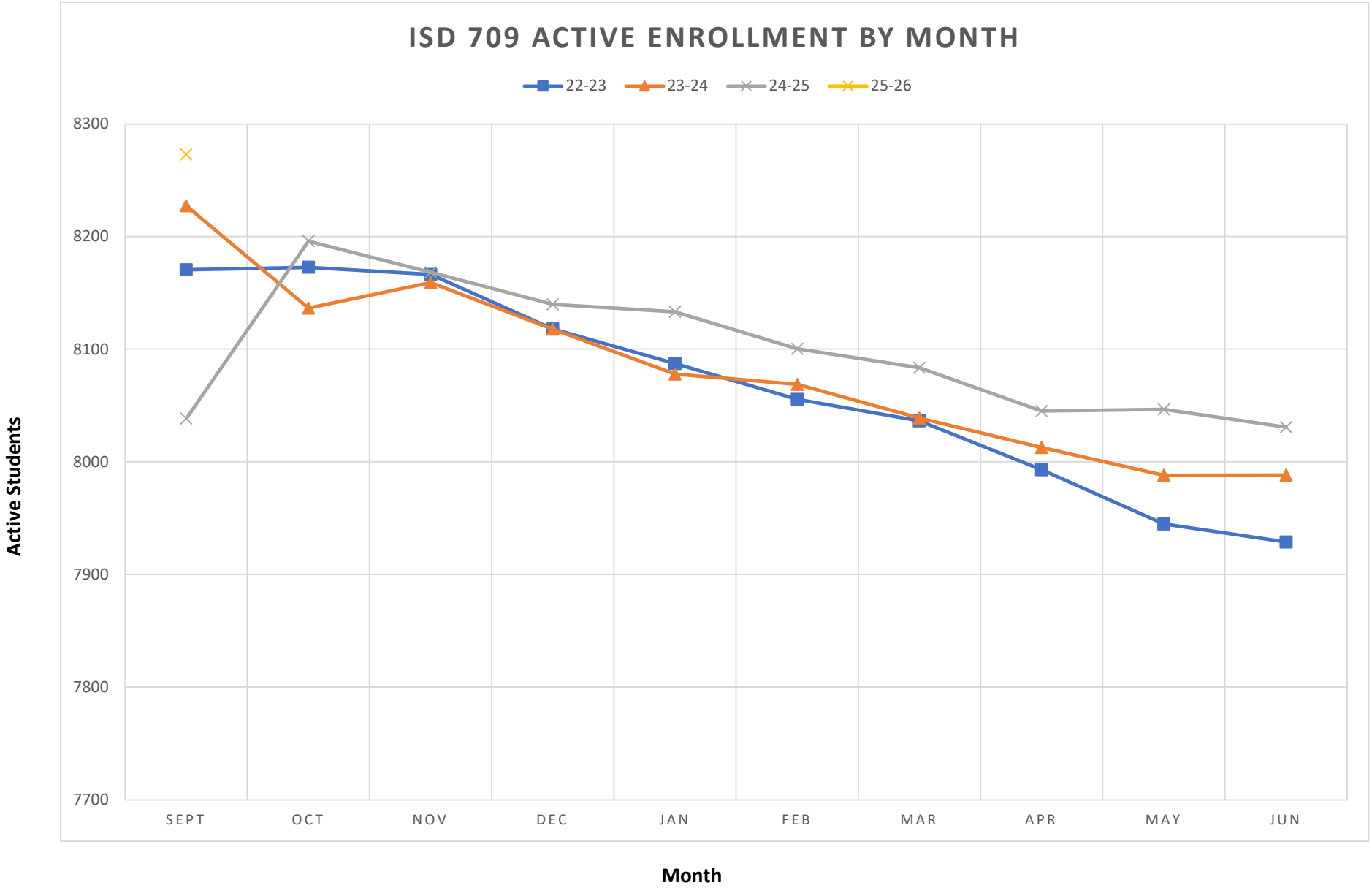
176 students
19 Open Enrolled, 7 FT Residents, 150 PT Residents,
Average Enrollment 0.28 about 2 classes

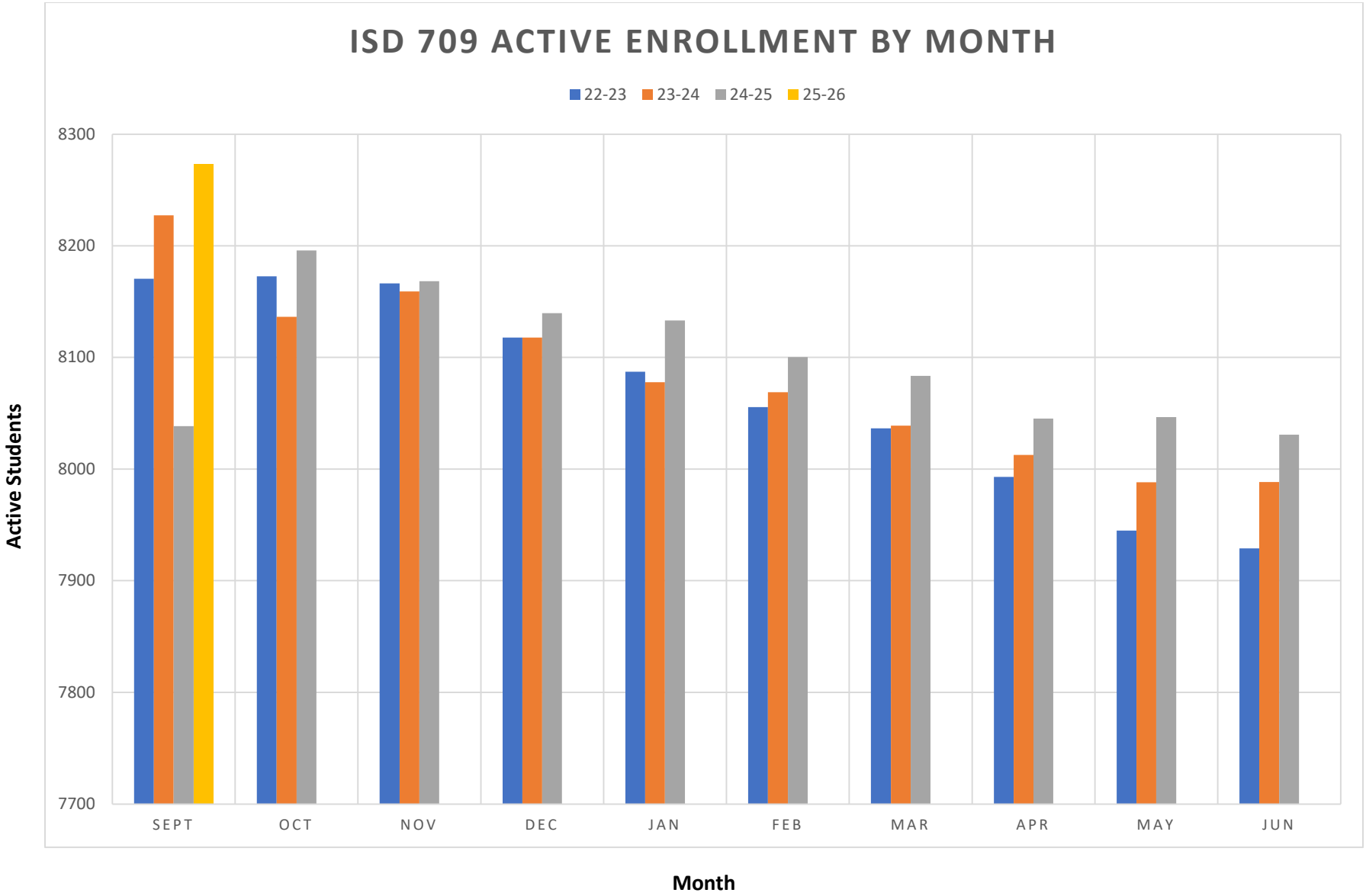
2025-2026
Month to Month Enrollment Changes by School

Month to Month	EOY	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Current	MtoM	YTD	FROM	FROM	FROM
2025-2026	24-25	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Month Dif	Net		Current Month-EOY	Sep '24	Current Month-Sep '24
Congdon Park 435	474.00	487.00										0.00		0.00	13.00	471.00	16.00
Homecroft 475	451.00	465.00										0.00		0.00	14.00	447.00	18.00
Lakewood 500	252.00	240.00										0.00		0.00	-12.00	253.00	-13.00
Lester Park 510	512.00	513.00										0.00		0.00	1.00	509.00	4.00
Lowell 520	306.00	304.00										0.00		0.00	-2.00	308.00	-4.00
Lowell Immersion 521	327.00	182.00										0.00		0.00	-145.00	330.00	-148.00
MacArthur 525	270.00	261.00										0.00		0.00	-9.00	251.00	10.00
Myers Wilkins 540	312.15	455.00										0.00		0.00	142.85	307.00	148.00
Piedmont 550	387.00	401.00										0.00		0.00	14.00	388.00	13.00
Stowe 565	238.00	235.00										0.00	0.00	0.00	-3.00	231.00	4.00
Lincoln Middle 225	667.87	719.86										0.00		0.00	51.99	664.00	55.86
Ordean East Middle 335	1073.61	1141.27										0.00	0.00	0.00	67.66	1078.55	62.72
AE Online 650	166.24	49.67										0.00		0.00	-116.57	81.37	-31.70
Denfeld 215	896.17	1038.60										0.00		0.00	142.43	949.90	88.70
East 220	1382.11	1539.90										0.00	0.00	0.00	157.79	1508.58	31.32
Merritt Creek Academy 81	84.33	80.00										0.00		0.00	-4.33	69.00	11.00
ALC Seat Based 611	92.72	62.00										0.00		0.00	-30.72	73.86	-11.86
Chester Creek Academy 575	31.00	28.00										0.00		0.00	-3.00	27.00	1.00
WHA RRA 580	46.00	38.00										0.00		0.00	-8.00	34.00	4.00
Arrowhead Academy 605	22.33	7.00										0.00		0.00	-15.33	17.00	-10.00
Bethany Crisis Shelter 615	0.25	0.00										0.00		0.00	-0.25	0.25	-0.25
Hospitals 630	23.00	2.00										0.00		0.00	-21.00	15.00	-13.00
The Bridge 950	16.00	23.58										0.00	0.00	0.00	7.58	25.00	-1.42
Total:	8030.78	8272.88	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	242.10	8038.51	234.37
Change		242.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00						
Adult Learners		367.00										0.00					

2025-2026
Month to Month Enrollment Changes by Grade

Month to Month	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Current	MtoM	YTD	Current
2025-2026	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Month Dif	Net		Avg
EC	151.06	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	151.06
PK	21.94										0.00	0.00	0.00	21.94
KA	132.00										0.00		0.00	132.00
KG	462.00										0.00		0.00	462.00
1	594.00										0.00		0.00	594.00
2	597.00										0.00		0.00	597.00
3	609.00										0.00		0.00	609.00
4	613.00										0.00		0.00	613.00
5	601.00										0.00		0.00	601.00
6	631.00										0.00	0.00	0.00	631.00
7	618.00										0.00		0.00	618.00
8	653.41										0.00	0.00	0.00	653.41
9	655.58										0.00		0.00	655.58
10	700.00										0.00		0.00	700.00
11	681.72										0.00		0.00	681.72
12	725.17										0.00	0.00	0.00	725.17
K 12 Total:	8272.88	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8272.88
Change		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				


ISD 709 ACTIVE ENROLLMENT BY MONTH
22-23
23-24
24-25
25-26
8300
8200
8100
8000
7900
7800
7700
SEPT
OCT
NOV
DEC
JAN
FEB
MAR
APR
MAY
JUN
Active Students
Month


ISD 709 ACTIVE ENROLLMENT BY MONTH
22-23
23-24
24-25
25-26
8300
8200
8100
8000
7900
7800
7700
SEPT
OCT
NOV
DEC
JAN
FEB
MAR
APR
MAY
JUN
Active Students
Month

Child Nutrition Report for September 2025 School Board Meeting
Highlighting August 2025 Activities

Department:	Child Nutrition
HR|Business Services Committee:	09.08.2025
Regular Board Meeting:	09.16.2025
Report Prepared By:	Sheila Oak

What We're Working On:

- Had a training day for our kitchen managers who are Certified by the Health Department to renew their Safe Food Handlers Certificates. This is very important to our program and a requirement for our licensed kitchens and cafeteria.
- Sent out a district wide mailing to all families reminding them to do their Application for Educational Benefits for the new school year.
- Summer meals were completed on 8/15/25.
  Here is a look at Summer Meal counts over 10 years

Summer Meals

					Pandemic	Pandemic	**BREAKFAST**				
YEAR	2025	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015
June	2763	2260	3642	2003	15337	21620	3152	4523	4868	5565	6958
July	5027	4896	8106	4758	14500	13509	5859	6422	6581	8220	8226
August	1475	1837	4131	4679	9440	9272	3190	4473	5112	6862	4362
	9265	**8993**	**15879**	**11440**	**39277**	**44401**	**12201**	**15418**	**16561**	**20647**	**19546**

LUNCH

YEAR	2025	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015
June	4668	4938	6253	4229	22317	22697	8777	10316	12770	12771	15671
July	9340	10254	14127	9701	18242	14745	13476	16475	16954	18153	20855
August	3048	4064	8357	8073	12209	10078	8439	12356	14144	16909	13165
	17056	**19256**	**28737**	**22003**	**52768**	**47520**	**30692**	**39147**	**43868**	**47833**	**49691**
					Record Year						

Staffing Report:

- Interviewed and hired 5 new employees.
- Received 2 retirements
- 7 openings going into September

Facilities Report for September 2025 School Board Meeting
Highlighting August 2025 Activities

Department:	Facilities
HR|Business Services Committee:	09.08. 2025
Regular Board Meeting:	09.16.2025
Report Prepared By:	Jeremy DeGraef / Corey Karren

Manager's Minutes:

- Summer projects have been completed.
- Bids for the 1st Street building project were opened on August 6th at the DSC, with contractor selection and pre-construction work beginning immediately for a planned early September start date.

What We're Working On:

- DSC:
  - Transportation building Expansion in progress steel structure is being assembled. Holm Const
- Denfeld High School
  - Cafeteria terrazzo floor repairs completed.
  - Clock tower heating project is underway.
- East High School
  - Front entryway repairs complete.
  - Parking lot resurfacing complete.
  - Stormwater system inspection completed.
  - Cleaned and new sand filter media added.
  - Weight Room expansion completed.
  - CTE Manufacturing space development for new equipment is in process. DSGW is assigned; contractor selection for the project are pending.
- Lincoln Park:
  - Auditorium lighting re-lamped. Front of house lights only. New lighting design is underway.
  - Keyed elevator switches have been installed.
- Lowell:
  - Exterior envelope repairs are complete.
  - Walk-in cooler floor repairs are complete.
  - Currently receiving quotes for blinds for the new windows.
- Myers Wilkins:
  - A Conditional Use Permit with the City of Duluth for the guardrail installation has been approved. We are waiting on the City to provide the next steps.
  - Classroom build-outs for the Spanish Immersion classrooms have been completed.
  - New chiller installation is complete.

- Congdon:
    - New Mini Split system for IT closet completed.
- Lakewood:
    - Parking lot expansion is complete.
- Laura MacArthur/Stowe
    - Flooring projects completed.

Upcoming Changes/Improvements to the Department:

- Building Operations summer cleaning was a success. Over the summer, Facilities Operations cleaned approximately 1,753,095 Square feet of building space. All while serving the summer building activities.

Staffing Report:

- Milestones:
    - Please join us in extending our deepest congratulations and sincere thanks to Elizabeth LeDoux and Daniel Kolden for 40 remarkable years of service, continuous learning, and invaluable contributions. Both were successful candidates, along with 25 others out of 250 applicants, back in 1985.
        - On August 27th, Elizabeth LeDoux reached her 40th year of dedicated service with Facilities at the Duluth School District. Elizabeth is currently the District Carpenter.
        - On August 28th, Daniel Kolden reached his 40th year of dedicated service with Facilities at the Duluth School District. Daniel was the Engineer 2 at Rockridge and retired on September 2nd.

      We wish Liz continued success and happiness in her vital role! We also wish Dan happiness and health in all of his new endeavors as the retirement wind blows. We are incredibly fortunate to have had the expertise and dedication as part of the ISD709 family.

Work Orders: As of September 2nd

- Work in Progress 374
- Work orders completed 160

Technology Report for September 2025 School Board Meeting
Highlighting August 2025 Activities

Department:	Technology
HR|Business Services Committee:	09.08.2025
Regular Board Meeting:	09.16.2025
Report Prepared By:	Greg Krueger

Manager's Minutes:

- Greg began as new director first week of August
- Transition discussions occurred between new director and prior interim department leader
- Weekly meetings were held with central office technology staff
- Two meetings were held with Digital Innovation Specialists to prep for the school year
- 1:1 check-ins were held with all department employees
- An org chart for the department was developed and a slight restructuring recommended relevant to the staff supervised by our Network Admin/Architect position

What We're Working On:

- Preparing technology devices and systems for the start of the school year
- Engaging in transition discussions and training relevant to the departure of our Network Admin/Architect
- Defining the scope of a project to replace aging classroom display technology (Smartboards and projectors) at the district's secondary schools
- Integrating the district's Digital Innovation Specialists into the technology department's systems and meetings - this group of six staff were recently re-aligned into our department

Staffing Report:

- Jesse Wheeler, our current Network Architect/Admin, is moving on to a new opportunity directing the IT team for a nearby county government
    - His last day is September 5
    - The vacancy is posted and accepting applications

Transportation Report for September 2025 School Board Meeting
Highlighting August 2025 Activities

Department:	Transportation
HR|Business Services Committee:	09.08.2025
Regular Board Meeting:	09.16.2025
Report Prepared By:	Jeremy Kasapidis

Manager's Minutes:

- The beginning of the school year has been a busy time for us. The first two weeks require significant effort to assist drivers, bus staff, parents, and students in transitioning smoothly into the new school year. Our focus is on ensuring everything operates as efficiently as possible.

What We're Working On:

- **Dynamic Routing:** Managing numerous last-minute changes and integrating new students into existing routes.
- **Operational Efficiency:** Ensuring the continuous and smooth operation of all bus services.
- **Infrastructure Impact:** Navigating the extensive road construction projects throughout Duluth this year.

Upcoming Changes/Improvements to the Department:

- Increased adoption of forms to enhance departmental efficiency.

Staffing Report:

- We are nearing full staffing, as our two newest driver trainees are currently in the examination process.

Stats in the Spotlight:

- 415 different routes have been set up so far for this school year, and more to come!

R E S O L U T I O N
Maximum Levy Certification

WHEREAS, the School Board of Independent School District No. 709, St. Louis County, Minnesota, will hold a regular school board meeting on December 16, 2025 at 6:15 PM in the Board Meeting Room at District Service Center, 709 Portia Johnson Drive, Duluth MN 55811, and will receive input from the public on the proposed certified levy for 2025 payable in 2026.

THEREFORE, BE IT RESOLVED, that the School Board propose the ceiling for the tax levy for Independent School District No. 709 for 2025 payable 2026 at the maximum amount.

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
District Service Center	Pez Davila	In-kind	Unity in Our Community	The donation came in the form of 89lbs of beef.
District Service Center	Pez Davila	In-kind	Unity in Our Community	1,000 brats were donated for Unity in Our Community
District Service Center	Pez Davila	In-kind	Unity in Our Community	1,000 brat buns for Unity in Our Community
District Service Center	Pez Davila	In-kind	Unity in Our Community	2,000 bags of chips were donated for Unity in Our Community.
District Service Center	Pez Davila	In-kind	Unity in Our Community	720 cans of sodas for Unity in Our Community
District Service Center	Minnesota Power	$500	Unity in Our Community	
Districtwide	Head of the Lakes United Way Jaci Christiansen	In-kind		Received 150 backpacks with folders in them ("Stuff the Bus" donation)
East	Northern View Construction	$5,000	Goes to the cheerleading program for practice wear.	
East	Debbi	In-kind		Percussion equipment valued at

	Rasmussen			$400
East	Kiwanis of Duluth	$250	Key Club	Kiwanis Club in Duluth was donating to Key Club. The same amount went to Denfeld and East.
East	Duluth East Girls Swim and Dive Boosters	1,180.00	Duluth East Girls Swim and Dive Team, donation used for the purchase of parkas	
Lakewood	Lakewood PTA	In-kind	For all students at the school	playground equipment
Laura MacArthur	Annette Jubie	In-kind	Misc. School Supplies	Annette called and asked if she could come and drop of misc. school supplies she would like to donate to our school as she knows families can't always afford everything.
Laura MacArthur	Donors Choose	Donors Choose - Letter w/ list of items coming to teacher	Sophia Conley - 2nd Gr teacher @ LMAC	We received the notification of donation for Sophia Conley by email: From: Donors Choose <principals@donorschoose.org> Date: Mon, Aug 18, 2025 at 10:59 AM Subject: Materials are headed to Laura MacArthur Elementary School To: Carrie <carrie.thompson@isd709.org>
Lester Park	Kevin Simich	In-kind	Lester Students	Kevin donated several bags of student supplies. He has done this before and we love it!
Lincoln Park	STACEY ACHTERHOFF	In-kind		FLUTE DONATION FOR BAND. COMES IN A CASE.
Lincoln Park	COMMUNITY MEMBERS IN DULUTH -	In-kind	SCHOOL SUPPLIES	30- FOLDERS, 30- COMPOSITION NOTEBOOKS, 20- SPIRAL

	SUSIE			NOTEBOOKS, 200-MECHANICAL PENCILS, 10-PLASTIC PENCIL CASES
Lincoln Park	Anonymous	In-kind		Wanted to stay anon. 24 boxes Crayola crayons, 2 pack - 10 ball point pens, 2 boxes -12 pencils, 3 pack - 10 pack markers, 2 - 5 count mini erasers
Lincoln Park	Deyona Kirk, Michelle Lebeau, Cathy DeGroot, Cieri DeGroot, Ed DeGroot, Susie Poirer, Joe Pucuski, Henry L. Banks	Deyona Kirk and Michelle Lebeau - 2 microwave ovens, 1 mini refridgerator -- Cathy/Cieri DeGroot & Ed DeGroot - $50 cash -- Susie Poirer & Joe Pucuski - $100 cash -- Henry L. Banks - $50 cash	Lincoln Park Middle School Native American Program (snacks)	Please share thank you letter with all who contributed to this wonderful donation. Thank you!
Myers-Wilkins	Cub Grocery & Pharmacy	In-kind - School supplies were donated		
Piedmont	Hillside United Methodist Church	In-kind - 3 boxes of Backpacks and School Supplies		
Piedmont	Cub Foods	In-kind		12 Backpacks of school supplies, 25 grocery bags of supplies and 3 cases of pencils

HUMAN RESOURCES ACTION ITEMS FOR: SEPTEMBER 16, 2025

CERTIFIED APPOINTMENT	POSITION	EFFECTIVE DATES
BEAR, MADELINE K	LTS HEALTH TEACHER/DENFELD, (BA) III, 3, 1.0, HALL M.	8/26/2025
BLEGEN, JOSEPH A	INDUSTRIAL TECH/ROBOTICS TEACHER/LINCOLN PARK, (BA) III, 8, 1.0	8/25/2025
BOWN, SARAH L	LTS SCHOOL NURSE/DISTRICT WIDE, (BA) III, 8, 0.8, WOHLWEND A.	8/25/2025
CROSS, KRISTINA E	ECFE PARENT EDUCATOR/DISTRICT WIDE, (MA) IV, 1, 0.075,	8/26/2025
DELANO, WINCHELL S	SPED EBD RESOURCE TEACHER/LINCOLN PARK, (MA+30) IV, 3, 1.0,	8/25/2025
GRAHAM, SCOTT W	LTS SPED SOCIAL WORKER/ORDEAN EAST, (MA+45) IV, 9, 1.0, MARTIN J.	8/29/2025
JASPERSON, BRYAN R	SPANISH TEACHER/LINCOLN PARK, (MA+45) IV, 9, 0.3, WEBER-LARINOVA T.	8/27/2025
KAZAK, PAIGE R	KINDERGARTEN TEACHER/PIDEMONT, (MA+45) IV, 9, 1.0, JOHNSON S.	8/25/2025
KELLEY, BRYCE S	SPED RESOURCE TEACHER/LINCOLN PARK, (BA) III, 2, 1.0, ARBOUR A.	8/25/2025
MILLAWAY-ROODELL, KIERA E	SPED RESOURCE TEACHER/PIEDMONT, (BA) III, 1, 1.0, CARLAND D.	8/25/2025
MOLLOHAN, LEONARDO B	MEDIA/VISUAL ARTS TEACHER/LINCOLN PARK, (BA) III, 2, 0.5	8/25/2025
MOLLOHAN, LEONARDO B	CTE GRAPHIC ARTS TEACHER/DENFELD, (BA) III, 2, 0.2, MILLER J.	8/25/2025
MOOERS, BRIAN D	SPED STEPS IV TEACHER/ROCKRIDGE, (BA+15) III, 8, 1.0,	8/25/2025
NELSON, ABBEY E	GRADE 5 TEACHER/LAURA MACARTHUR, (MA+45) IV, 9, 1.0, FRANKLIN D.	8/25/2025
SMITH, AUDRA M	ENGLISH TEACHER/LINCOLN PARK, (BA) III, 1, 1.0, HEWITT-OROBONA S.	8/25/2025
TAYLOR, CALLIE M	SPED MULTI CATEGORICAL SETTING III TEACHER/LESTER PARK, (MA) IV, 9, 1.0, LEISCHSKE L.	8/25/2025

CERTIFIED LEAVES	POSITIONS	EFFECTIVE DATES	
ANDRYS, HEATHER L	PRE K TEACHER - LAURA MACARTHUR ES	8/22/2025	10/3/2025
KASS, AMY J	FMLA MILITARY INTERMITTENT - 9/18, 9/19, 9/22, 9/23	9/18/2025	
LETOURNEAU, CASSIE L	TEACHER SPED SEC SETTING III/IV - EAST HIGH SCHOOL	8/25/2025	6/5/2026
MARTIN, JUSTIN A	SPED SOCIAL WORKER - ORDEAN-EAST MS	8/18/2025	9/29/2025
PETERSON, RICHELLE R	ELEM READING INTERVENTION - STOWE ES	8/12/2025	9/25/2025
RUDOLPH, VERONICA L	GRADE K - LAURA MACARTHUR ES	8/25/2025	
WOOD, ALISON C	TEACHER SCIENCE BIOLOGY - DENFELD HIGH SCHOOL	1/20/2026	

CERTIFIED RESIGNATION	POSITION	EFFECTIVE DATES
JOHNSON, SHANE D	ASSISTANT PRINCIPAL ELEMENTARY - LOWELL ES	6/13/2025
THUMS, KRISTIINA M	MUSIC BAND - ORDEAN-EAST MS	6/6/2025
WEIDT, SALLY J	STUDENT ACHIEVEMENT COORD TOSA - MYERS-WILKINS ES	7/10/2025

NON-CERT APPOINTMENT	POSITION	EFFECTIVE DATES
BONDESON, MARY E	SPED PROGRAM PARA/MYERS-WILKINS, 31.25/38WKS, $22.49/HR, DEVRIES C.	08/26/2025
CARLSON, BROOKE N	NUTRITIONAL SERVICE ASSISTANT/DISTRICT WIDE, 30/38WKS, $15.68/HR, SATHER L.	09/03/2025
CHAPMAN, NATHAN L	COMMUNITY EDUCATION DIRECTOR/DISTRICT WIDE, 52WKS, $120,000/YR/INDEPENDENT CONTRACT, RUPP J.	09/08/2025
CHRISTENSEN, KATIE L	OFFICE SUPPORT SPECIALIST SENIOR/LINCOLN PARK, 40/52WKS, $21.44/HR, BLACK N.	08/12/2025
CHRISTIANSEN, CALLEY M	OSS-INTERMEDIATE/LINCOLN PARK, 40/46WKS, $19.85/HR, HUGHES K.	09/08/2025
COLLETTE, NICHOLE F	SPED BUILDING WIDE PARA/MYERS-WILKINS, 31.25/38WKS, $18.85/HR, GAGE T.	08/25/2025
DOWELL, KIM P	SPED STUDENT SPECIFIC PARA/EAST, 25/38WKS, $22.49/HR, LOVEJOY T.	08/25/2025
DUBOIS, JENNIFER R	NUTRITIONAL SERVICE ASSISTANT/LINCOLN PARK, 30/38WKS, $15.68/HR, FERN J.	08/26/2025
GARRETT, AURIEL A	FLOAT CUSTODIAN/DISTRICT WIDE, 40/52WKS, $19.04/HR,	08/20/2025
HAZEBROEK, ANNA L	NUTRITIONAL SERVICE ASSISTANT/PIEDMONT, 22.5/38WKS, $15.68/HR, ANDREWS L.R,	09/03/2025
HEINZEN, AMANDA J	NUTRITIONAL SERVICE ASSISTANT/EAST, 18.75/38WKS, $15.68/HR, BLOCK K.	08/26/2025
KEUP, ALIX E	SPED PROGRAM PARA/PIEDMONT, 31.25/38WKS, $21.07/HR, STEVENS, M	08/25/2025
MOLONEY, SHEA M	CERTIFIED LIFEGUARD PARA/ORDEAN EAST, 33.75/38WKS, $17.83/HR, RUSSELL K.	08/25/2025
O'LEARY, LOIS C	SPED STUDENT SPECIFIC PARA/DENFELD, 33.75/38WKS, $22.14/HR, POTTS M.	08/25/2025
PETERSON, TERRY S	CUSTODIAN/EAST, 40/52WKS, $18.08/HR, MURRAY S.	09/02/2025
POPE, LAVENA J	CUSTODIAN/HOMECROFT,ORDEAN-EAST/40/52WKS, $18.05/HR, JOHNSON S.	08/21/2025
SUMMERALL, JANET M	SUPERVISORY PARA/LAURA MACARTHUR, 23/38WKS, $19.75/HR, KING A.	08/26/2025
URICH, KATHRYN	AMERICAN INDIAN HOME SCHOOL LIASON PARA/DISTRICT WIDE, 40/38WKS, $22.49/HR,	09/03/2025
VAUGHT, BRYNNE K	SPED PROGRAM PARA/MYERS-WILKINS, 31.25/38WKS, $20.05/HR, JOHNSON G.	08/25/2025

NON-CERT LEAVES	POSITIONS	EFFECTIVE DATES	
THOMPSON, TRACY A	OSSS - LESTER PARK ES	9/30/2025	11/26/2025

NON-CERT PRESUMED RESIGNED	POSITIONS	EFFECTIVE DATES
CORBIN, KANIKISA	AMERICAN INDIAN HOME SCHOOL LIAISON - ALC	8/28/2025
LOVSHIN, HANNAH M	INSTRUCTIONAL PARA - MYERS-WILKINS	6/6/2025

NON-CERT RESIGNATION	POSITION	EFFECTIVE DATES
BATTEES, SUSAN L	CHILD NUTRITION ASST - DENFELD HS	6/6/2025
BOVARD, KAYLEE K	SPED LPN PROG PARA - EAST HS	6/6/2025
BROWENDER, LAUREN P	SPED PROG PARA SETTING III/IV - LOWELL ES	9/5/2025
CURNOW, LOUISE A	PRE SCHOOL PROG PARA - MYERS-WILKINS ES	6/6/2025
DAVIDSON, REBECCA L	CHECK & CONNECT PARA - ORDEAN-EAST MS	6/6/2025
DURFEE, DAWN M	CHILD NUTRITION ASST - LAKEWOOD ES	6/6/2025
KREAGER, DELANEY M	SPED PROG PARA SETTING III/IV - LOWELL ES	9/8/2025
LARSON, CARI J	CHILD NUTRITION ASST - EAST HS	6/6/2025
LARSON, ELIZABETH J	SPED PROG PARA - CONGDON PARK ES	6/6/2025
MITCHELL, SAMUEL N	SCHOOL CUSTODIAN 1 - EAST HS	8/7/2025
PODGORNIK, CHERYL R	SPED BW PARA - LINCOLN PARK MS	8/29/2025

SCARBROUGH, ALEXIS J	SPED CHILD SPECIFIC SETTING III/IV PARA - DENFELD HS	9/1/2025
SEYMOUR, CASSANDRA K	SPED PROG PARA SETTING III/IV - LAURA MAC ES	9/12/2025
SONDAY, DANIELLE E	FACILITIES USE COORDINATOR - DW	9/15/2025
WHEELER, JESSE D	NETWORK ARCHITECT ADMIN - DW	9/5/2025
ZOLTEK, LORI K	CHILD NUTRITION ASST - LAURA MACARTHUR ES	9/1/2025

NON-CERT RETIREMENT	**POSITION**	**EFFECTIVE DATES**
HUGHLEY, MARY J	SPED PROG PARA SETTING III/IV - CONGDON PARK ES	6/6/2025
JOHNSON, DONALD P	SCHOOL BUS DRIVER II	9/12/2025
LEE, RANDY J	SPED PROG PARA SETTING III/IV - DW	10/16/2025
LUNDORFF, STEPHANIE A	SPED PROG PARA - LAURA MACARTHUR ES	6/6/2025
PETERSON, LINDA M	SPED CHILD SPECIFIC SETTING III/IV PARA - DENFELD HS	6/6/2025
PETERSON, NANCY J	CHILD NUTRITION ASST - ORDEAN-EAST MS	6/6/2025

NON-CERT TERMINATION	**POSITION**	**EFFECTIVE DATES**
BLINDAUER, BRETT M	SPED PROG PARA SETTING III/IV- LESTER PARK ES	8/22/2025

HOURLY/SUBSTITUTE PAY RATE SHEET			
EFF. 9/1/2025		7/1/24	**Proposed 7/1/25**
COMMUNITY EDUCATION			
American Indian Facilitator	Hourly	$14.50	$14.50
Lifeguard	Hourly	$14.65	$14.65
Locker Room Attendant	Hourly	$14.50	$14.50
Pool Director	Hourly	$14.50	$14.50
Puppeteer	Hourly	$14.65	$14.65
School-Aged/Pre-K Worker	Hourly	$14.50	$14.50
Site Supervisor Substitute	Hourly	$14.50	$14.50
Special Needs Helper	Hourly	$14.50	$14.50
Swim Instructor	Hourly	$15.50	$15.50
Temporary Building Coordinator	Hourly	$16.50	$16.50
Youth Development Programs		$0.00	$0.00
Youth Service Facilitator	Hourly	$16.50	$16.50
Cross Age Student Helper | Playground Leader | Gym Supervisor Activity Leader | Summer Youth Placement Coordinator	Hourly	$14.50	$14.50
FOOD SERVICE			
Cook and Head Cook Substitute	Hourly	$16.00	$16.00
Nutrition Svc Asst Substitute/Non-Unit Helper	Hourly	$16.00	$15.00
Elementary/Residential Manager Substitute	Hourly	$16.00	$16.00
Secondary Manager Substitute	Hourly	$17.00	$17.00
Retired Food Service employees	Hourly	Step 3 of Food Svc CBA	Step 3 of Food Svc CBA
MAINTENANCE AND CONSTRUCTION			
Lead Person for Laborers	Hourly	$15.00	$15.00
Retired Trades People	Hourly	Step B of Maintenance CBA	Step B of Maintenance CBA
Snow Shovelers, Temporary	Hourly	$15.00	$15.00
Summer AV Repair	Hourly	$15.00	$15.00
Summer Hourly Substitute	Hourly	$15.00	$15.00
Welder and Other Skilled Trades		Step B of Maintenance CBA	Step B of Maintenance CBA
BUILDING OPERATIONS			
Hourly Regular Substitute	Hourly	$15.00	$18.05
Substitute for Licensed People	Hourly	$15.00	$20.00
Summer Hourly and Summer Hourly Lawn Crew	Hourly	$15.00	$18.00
Retired Custodian	Hourly	Step B of Maintenance CBA	Step B of Maintenance CBA
Retired Custodian II	Hourly	Step B of Maintenance CBA	Step B of Maintenance CBA
Retired Fireperson I	Hourly	Step B of Maintenance CBA	Step B of Maintenance CBA
Retired Fireperson II	Hourly	Step B of Maintenance CBA	Step B of Maintenance CBA
Retired Engineer (Eng. 1/Eng. 2/Eng. 3/Eng. 4)	Hourly	Step B of Maintenance CBA	Step B of Maintenance CBA
TRANSPORTATION			
Retired Bus Driver	Hourly	Step B of Maintenance CBA	Step B of Maintenance CBA
Bus Driver	Hourly	$20.00	$20.00
Bus Helper	Hourly	$15.00	$15.00
Field Trip	Hourly	$15.00	$15.00
PRINT SHOP			
Skilled Tradesperson	Hourly	**Step B of Maintenance CBA**	**Step B of Maintenance CBA**
Summer Hourly	Hourly	$15.00	$15.00
PURCHASING (STOREROOM)			
Hourly Regular Substitute	Hourly	$15.00	$15.00
Hourly Student	Hourly	$15.00	$15.00
Stock Clerk (Retired Employee)	Hourly	**Step B of Maintenance CBA**	**Step B of Maintenance CBA**
CLERICAL/PARAPROFESSIONAL			
Hourly Clerical Substitute	Hourly	$16.00	$18.02
Regular Substitute	Hourly	$16.00	$21.02
Retired/Layoff Employees	Hourly	Step 1 of Clerical CBA	Step 1 of Clerical CBA
PARAPROFESSIONALS			
Career Center Assistant	Hourly	$15.00	$15.00
Career Center Coordinator	Hourly	$15.00	$15.00
Child Care Assistant	Hourly	$15.00	
Community Assistant	Hourly	$15.00	

Community Liaison	Hourly	$15.00	
Cultural Assistant (no language skills)	Hourly	$15.00	
Cultural Assistant (with language skills)	Hourly	$15.00	
Experience Center Manager	Hourly	$15.00	
Health Assistant	Hourly	$15.00	
Hearing Impaired Assistant (Signer) (Transliterator Non-Licensed)	Hourly	$15.00	
Indian Oriented Assistant	Hourly	$15.00	
Instructional Assistant (Tutor)	Hourly	$15.00	
Licensed Interpreter for the Deaf	Hourly	$20.00	
Media Assistant	Hourly	$15.00	
Mental Health Practitioner Sub	Hourly	$15.00	
Occupational Therapy Assistant	Hourly	$15.00	
Physical Therapist Assistant	Hourly	$15.00	
Special Education Assistant	Hourly	$15.00	
Special Education Assistant (LPN License Required)	Hourly	$18.00	$18.00
Special Education Assistant (RN License Required)	Hourly	$24.00	$24.00
Supervisory Assistant	Hourly	$15.00	
Technical Tutor		$15.00	
Graphic Artist | Cultural Assistant (with language skills) | RDT | Asian Oriented | Evaluation/Testing	Hourly	$15.00	
Paraprofesional-Gen Ed	Hourly	$16.00	$17.00
Paraprofesional	Hourly	$17.50	$18.50
MISCELLANEOUS			
Accounting Intern	Hourly	$15.00	
Assistant Examiner	Hourly	$15.00	
Cafeteria/Playground Monitor	Hourly	$15.00	$15.00
Crossing Guard	Hourly	$15.00	
Deli Assistant	Hourly	$15.00	
Deli Operator	Hourly	$15.00	
Desegregation Assistant	Hourly	$15.00	
GED Examiner	Hourly	$21.00	
Headstart Nutritionist	Hourly	$26.00	
Help Desk Technician	Hourly	$17.00	
HRA Headstart Resource Aide	Hourly	$15.00	
Indian Adult Basic Education Assistant	Hourly	$15.00	
Parental Involvement Coordinator	Hourly	$15.00	$15.00
Systems Maintenance Technician	Hourly	$22.54	
Technology Intern (2 yrs college or above)	Hourly	$16.00	$16.00
Technology Student Intern (after 17 months)	Hourly	$15.00	$15.00
Technology Student Intern(ISD#709 Student)	Hourly	$15.00	$15.00
Work Study	Hourly	$15.00	$15.00
SUBSTITUTE TEACHERS			
All Certified Substitutes	Substitute	$160.00	$165.00
Certified Retired Substitutes Only	Substitute	$165.00	$170.00

ISD 709 Duluth Public Schools

POSITION DESCRIPTION

SECTION I: GENERAL INFORMATION

Position Title: Management Information Systems Assistant	**Department:** Teaching, Learning and Equity
Immediate Supervisor's Position Title: Coordinator Adult Learning Center - ABE	**FLSA Status** Non-Exempt
Pay Grade Assignment:	**Bargaining Unit:** Paraprofessional Unit

General Summary of Purpose Of Job:

The MISA (Management Information Systems Assistant) Paraprofessional is responsible for the comprehensive management of data within the Minnesota ABE Student Information Database (SID) to meet state and federal Adult Basic Education reporting mandates and ensure optimal fiscal reimbursement and program compliance. This role also encompasses managing student registration and assessment processes, overseeing essential office operations, providing key communication and support functions, and contributing to the overall effectiveness of the Duluth Adult Basic Education program.

SECTION II: ESSENTIAL DUTIES AND RESPONSIBILITIES:

Duty No.	**Essential Duties:** **(These duties are a representative sample; position assignments may vary.)**
1.	Manage and maintain all ABE student records using the SID (MN ABE Student Information Database), including, data entry, alterations, additions and corrections; Create and maintain the SID structure for all program classes, employees, attendance and reporting. Ensure data accuracy, analyze, assess, and report data for optimal ABE fiscal reimbursement and compliance. Manage all staff and volunteer information in SID; prepare reports, and assist instructional staff with reports as needed. Manage physical program records and assist in the preparation of all required federal, state, and local reports. Develop and maintain efficient data collection processes.
2.	Manage all data related to required student assessments according to state and federal procedures, including monitoring attendance and pre-test level to determine post-test scheduling for each student across all programs; Score assessments, evaluate results to determine the need for further assessment; and coordinate the set up all required assessments with instructor. Maintain current knowledge of state testing requirements and professional development.
3.	Develop and maintain forms and procedures for data collection, including enrollment forms, attendance spreadsheets, testing records, etc.
4.	Prepare accurate and timely quarterly reports, assist with reporting for the Federal Report, and any final annual reporting for SID and for the MN Department of Education, which are critical for program approval and funding.
5.	Provide accurate information and reports about ABE programs to students, agency staff and the public Prepare individual student attendance and progress reports, verify graduations and send transcripts as requested.
6.	Performs a variety of routine clerical, administrative, and customer service duties to ensure the efficient operation of the office. Serves as the first point of contact for all visitors and inquiries, directing guests and monitoring testing rooms, answering phones, and managing the program's email inbox. Responsibilities also include handling all incoming and outgoing mail and deliveries, maintaining organized records by filing and recording information, and serving as the contact for building maintenance issues. Additionally, this role provides basic technical support for office equipment and the phone system and is responsible for opening and closing the office area daily.

7.	Act as a key point of contact for providing information about all ABE programming as well as any/all information on the GED program to all stakeholders. Manage the DAE website content and support community outreach and partner networking efforts. 124
8.	Assist with staff onboarding and maintain staff files. Contribute to broader program development initiatives.
9.	Performs other duties as requested by supervisor, or to meet new requirements of the MN Dept. of Education/Adult Basic Education office.

SECTION III: WORK REQUIREMENTS AND CHARACTERISTICS

EDUCATION/EXPERIENCE REQUIREMENTS: Minimum education and experience required to perform adequately in position could reasonably be attained only by completing the following:	
X	**High school diploma or GED.**
	Degree Required:
X	**Required Work Experience in Addition to Formal Education/Training:** Minimum of a two-year certificate from a college of technical program in data management or student/human services, or an Associate's Degree and one (1) year of office management **experience**, OR a combination of education and experience totaling (3) years.
	Required Supervisory Experience:

PREFERRED EDUCATION/EXPERIENCE REQUIREMENTS:
None required.

LICENSE/CERTIFICATION: (Identify licenses/certification required upon hiring:
None required.

ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES REQUIRED TO PERFORM THE WORK

Knowledge
- Strong working knowledge of database systems, especially student databases, and spreadsheets.
- Thorough understanding of privacy in education for adults, ROI's, and general office standards of privacy regarding in-person communication, emails, and the phone.
- Knowledge of student assessment instruments and protocols.
- Working knowledge of Google Workplace/Products as well as Microsoft Suites..
- Understanding of phone system operation, including transfers and messaging

Skills
- Exceptional accuracy and attention to detail in all work.
- Strong oral communication skills with the public, staff, and external agencies, including a memorable and fluid phone presence with correct information, patience, and understanding.
- The general use of desktop computers and Microsoft office products for the creation and maintenance of forms and records.
- Oral communication with the public, from walk-in applicants to agency staff and state officials

Abilities
- Create written communication and send relevant correspondence.
- Consistently perform professional written correspondence and communication through emails, signage, and any

created documents

- Register and assess students with enrollment processes, obtaining the required information for various reports.
- Gain cooperation in working with other staff to complete student assessments and reporting
- Manage multiple tasks efficiently while maintaining a positive and professional demeanor under pressure.
- Work independently and autonomously.
- Perform basic financial recordkeeping and billing functions.
- Meet scheduled timelines (daily, monthly, quarterly, yearly).
- Maintain confidentiality regarding all student, staff, and program information and records.

PHYSICAL REQUIREMENTS: Indicate according to the requirements of the essential duties/responsibilities

Employee is required to:	**Never**	**1-33% Occasionally**	**34-66% Frequently**	**66-100% Continuously**
Stand		√		
Walk		√		
Sit			√	
Use hands dexterously (use fingers to handle, feel)				√
Reach with hands and arms		√		
Climb or balance	√			
Stoop/kneel/crouch or crawl		√		
Talk and hear			√	
Taste and smell	√			
Lift & Carry: Up to 10 lbs.		√		
Up to 25 lbs.		√		
Up to 50 lbs.	√			
Up to 100 lbs.	√			
More than 100 lbs.	√			
Vision Requirements:	**Yes**	**No**		
No special vision requirements	√			
Close Vision (20 in. of less)		√		
Distance Vision (20 ft. of more)		√		
Color Vision		√		
Depth Perception		√		
Peripheral Vision		√		

General Environmental Conditions:
Work is performed under normal office conditions and there are minimal environmental risks or disagreeable conditions associated with the work. The typical noise level is considered to be moderate.

General Physical Conditions:

Work can be generally characterized as:
Sedentary Work: Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body.

RESPONSIBILITY FOR DIRECT SUPERVISION OF THE FOLLOWING POSITIONS:

N/A

SECTION IV: CLASSIFICATION HISTORY AND APPROVAL

This Position Description reflects an accurate and complete description of the duties and responsibilities assigned to the position.

_____ _____

Signature – Human Resources **Date**

Job Classification History:
Prepared by TS 5/2025
Board Approval:
Reviewed/updated:
Reviewed/updated:

ISD 709 Duluth Public Schools

POSITION DESCRIPTION

SECTION I: GENERAL INFORMATION

Position Title: Cultural Immersion Program Paraprofessional (Ojibwe Language)	**Department:** Office of Advancing Equity
Immediate Supervisor's Position Title: Coordinator of Indian Education	**FLSA Status** Non-Exempt
Pay Grade Assignment: Pay Group B	**Bargaining Unit:** Paraprofessional Unit

General Summary of Purpose Of Job:

The Cultural Immersion Program Paraprofessionals (CIPA) will work within the classroom with the teacher to support the academic and linguistic achievement of native English-speaking and/or native Ojibwe –speaking students within a rigorous one-way or two-way dual language immersion instructional framework. This position is also responsible for collaborating with school personnel, parents and community agencies to provide quality instructional programs and to perform other duties directly related to support the academic and linguistic achievement of native English-speaking and/or native Ojibwe-speaking students.

SECTION II: ESSENTIAL DUTIES AND RESPONSIBILITIES:

Duty No.	**Essential Duties: (These duties are a representative sample; position assignments may vary.)**
1.	Works with elementary students individually and in small groups to support learning activities in the Ojibwe Language.
2.	Assists the lead teacher in setting up learning stations and preparing instructional materials in the Ojibwe Language.
3.	Aids in daily classroom management by using the Ojibwe Language for instructions, routines, and expectations.
4.	Maintains accurate classroom attendance and student progress records.
5.	Coordinates transportation for special events. Participates in various training sessions as assigned.
6.	Assists with providing promotional materials of school sponsored events/activities to other school personnel, community organizations and families of current and prospective Ojibwe Language students.
7.	Sets up, operates, and maintain classroom equipment. ~~Makes home visits regarding attendance, health issues, and to obtain approving signatures. Maintains effective relationships with these families.~~
8.	Participates in required training sessions as assigned.
9.	Works with the lead teacher to develop and implement home learning activities.
10.	Promotes school events and activities to staff, community organizations, and families of current and prospective Ojibwe Language students.
11.	Performs other duties as requested by supervisor.

SECTION III: WORK REQUIREMENTS AND CHARACTERISTICS

EDUCATION/EXPERIENCE REQUIREMENTS: Minimum education and experience required to perform adequately in position could reasonably be attained only by completing the following:

X	**High school diploma or GED.**
	Degree Required: 128
X	**Required Work Experience in Addition to Formal Education/Training:** Minimum of an Associate Degree and at least one year of experience working in an early childhood or elementary classroom that facilitates a student-centered learning activities related to Ojibwe Language Immersion, OR a combination of education and experience totaling (3) years.
	Required Supervisory Experience:

PREFERRED EDUCATION/EXPERIENCE REQUIREMENTS:

ACTFL (American Council on Teaching of Foreign Languages) Intermediate-high/advanced-low oral proficiency and literacy in the Ojibwe Language is preferred.

LICENSE/CERTIFICATION: (Identify licenses/certification required upon hiring:

None required.

ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES REQUIRED TO PERFORM THE WORK

Knowledge
- Ojibwe language double-vowel writing system
- Cultural and historical aspects of Ojibwe people.
- Cultural and socioeconomic diversity and population issues.
- Early childhood education materials, including learning games for pre-school children.

Skills
- Organizing work load as to get maximum use of time and effectiveness.
- Multi task and priorities work task
- Written and verbal communication skills to make oral presentations.
- Researching resources of outside organizations for the benefit of students and parents.
- The usage of desktop computers and applications software.

Abilities
- Organize workload that provides effective and efficient achievement.
- Make oral presentations that are clear and concise.
- Use desktop computers and applications software.

PHYSICAL REQUIREMENTS: Indicate according to the requirements of the essential duties/responsibilities

Employee is required to:	**Never**	**1-33% Occasionally**	**34-66% Frequently**	**66-100% Continuously**
Stand		√		
Walk				√
Sit		√		
Use hands dexterously (use fingers to handle, feel)		√		
Reach with hands and arms		√		
Climb or balance	√			
Stoop/kneel/crouch or crawl		√		
Talk and hear				√
Taste and smell	√			
Lift & Carry: Up to 10 lbs.		√		
Up to 25 lbs.	√			
Up to 50 lbs.	√			
Up to 100 lbs.	√			29

More than 100 lbs.	√			
Vision Requirements:	**Yes**	**No**		
No special vision requirements	√			129
Close Vision (20 in. of less)		√		
Distance Vision (20 ft. of more)		√		
Color Vision		√		
Depth Perception		√		
Peripheral Vision		√		

General Environmental Conditions:

Work is performed under normal office conditions and there are minimal environmental risks or disagreeable conditions associated with the work. Work is frequently performed in outdoor weather conditions when traveling between school sites or community agencies. The typical noise level is considered to be moderate

General Physical Conditions:

Work can be generally characterized as:

Sedentary Work: Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body.

RESPONSIBILITY FOR DIRECT SUPERVISION OF THE FOLLOWING POSITIONS:

N/A

SECTION IV: CLASSIFICATION HISTORY AND APPROVAL

This Position Description reflects an accurate and complete description of the duties and responsibilities assigned to the position.

_____ _____

Signature – Human Resources **Date**

Job Classification History:

Prepared by TS 5/2025

Board Approval:

Reviewed/updated:

Reviewed/updated:

Duluth Public Schools

HR/BS Services Committee Monthly Fund Balance Report
Sept 8, 2025 Committee Meeting

BUDGET SUMMARY

REVENUES	25-26 CURRENT YEAR ADOPTED BUDGET		25-26 CURRENT YEAR REVISED BUDG	25-26 RECEIVED TO YEAR TO DATE	25-26 RECEIVED ENCUMBERED		25-26 BUDGET BALANCE	9.5.25 Percent spent
	FUND	Jul-25	JULY 25-26	July -June	July -June		July -June	
General	1	$ 134,020,612.52	$ 136,726,403.11	$ 19,455,751.09	$ (8,153,718.50)		$ 125,424,370.52	14%
Food Service	2	$ 6,120,000.00	$ 6,120,000.00	$ 112,548.78	$ -		$ 6,007,451.22	2%
Transportation	3	$ 3,866,200.00	$ 3,866,200.00	$ 697,322.97	$ (51,279.90)		$ 3,220,156.93	18%
Community Ed	4	$ 8,187,495.00	$ 8,187,495.00	$ 358,242.63	$ (238,093.39)		$ 8,067,345.76	4%
Operating Capital	5	$ 4,680,435.48	$ 1,974,644.89	$ 234,255.34	$ -		$ 1,740,389.55	12%
Building Construction	6	$ -	$ -	$ -	$ -		$ -	
Debt Service Fund	7	$ 27,857,301.00	$ 27,857,301.00	$ 921,061.64	$ (237,862.44)		$ 27,174,101.80	3%
Trust Fund	8	$ 320,000.00	$ 320,000.00	$ -	$ -		$ 320,000.00	0%
Dental Insurance Fund	20	$ 959,836.00	$ 959,836.00	$ 133,701.03			$ 826,134.97	14%
Student Acitivity	79	$ 106,940.00	$ 106,940.00	$ 3,980.00	$ -		$ 102,960.00	4%
REVENUE	**TOTALS:**	**$ 186,118,820.00**	**$ 186,118,820.00**	**$ 21,916,863.48**	**$ (8,680,954.23)**	**$ -**	**$ 172,882,910.75**	12%

EXPENSES	25-26 CURRENT YEAR ADOPTED BUDGET		25-26 CURRENT YEAR REVISED BUDG	25-26 EXPENSES TO YEAR TO DATE	25-26 EXPENSES ENCUMBERED		25-26 BUDGET BALANCE	
	FUND	Jul-25	JULY 25-26	July - June	July -June		July - June	
General	1	$ 128,594,794.07	$ 128,494,683.82	$ 11,426,022.66	$ 5,412,997.04		$ 111,655,664.12	13%
Food Service	2	$ 6,095,464.00	$ 6,095,464.00	$ 176,052.81	$ 3,058,419.37		$ 2,860,991.82	53%
Transportation	3	$ 7,864,200.00	$ 7,864,200.00	$ 530,455.22	$ 528,126.53		$ 6,805,618.25	13%
Community Ed	4	$ 7,725,252.00	$ 7,725,252.00	$ 383,363.04	$ 121,917.07		$ 7,219,971.89	7%
Operating Captial	5	$ 5,648,724.89	$ 5,648,724.89	$ 2,117,037.17	$ 613,672.17		$ 2,918,015.55	48%
Building Construction	6	$ -	$ -	$ 752,816.44	$ 1,147,915.79		$ (1,900,732.23)	
Debt Service Fund	7	$ 27,394,520.00	$ 27,394,520.00	$ 1,356,834.57	$ -		$ 26,037,685.43	5%
Trust Fund	8	$ 270,842.00	$ 270,842.00	$ -	$ -		$ 270,842.00	0%
Dental Insurance Fund	20	$ 1,025,548.00	$ 1,025,548.00	$ 118,517.08	$ -		$ 907,030.92	12%
Student Acitivity	79	$ 86,750.00	$ 86,750.00	$ 24,265.59	$ 8,456.01		$ 54,028.40	38%
EXPENSE	**TOTALS**	**$ 184,706,094.96**	**$ 184,605,984.71**	**$ 16,885,364.58**	**$ 10,891,503.98**	**$ -**	**$ 156,829,116.15**	15%

Extra Curricular	Fund 01 Prog 298
Revenue	$ 6,181.75
Expense	$ 18,906.31

Fundraisers Reported
August 2025

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	Denfeld Guidance & Theatre Departments	$1,000.00	Selling Bubblr water before & after school throughout the year. Students from the Drama Dept. sell the water
Denfeld	Cheerleading	$200.00	Selling pizza
East	Girls' soccer	$8,000.00	Kwik Trip car wash cards
East	Greyhound Kitchen Career and Technical Student Organization	$2,500.00	Food sales and catering
East	Cheerleading	$5,000.00	Leading Edge Coupon Books
East	Cheerleading	$1,300.00	Duluth Coffee Company
East	Boys Basketball (East High School)	$5,000.00	Leading Edge - Hour a Thon (Receiving Donations)
East	East Volleyball Extra-Curricular/Athletics	$8,000.00	Hour-A-Thon Phone Donations
East	Duluth East Choirs	$400.00	Duluth Coffee Company Fundraiser
Homecroft	Student Activity	$24,000.00	Booster Fun Run
Lakewood	5th Grade Students at Lakewood	$2,600.00	Wolf Ridge Calendar Sales
Laura MacArthur	School-wide, student government	$975.00	Mcteachers Night 10%of sales for 3 hours
Stowe	Continuous Wolf Ridge fund - 5th graders lead, school wide purchase	$600.00	Beef sticks

8.5.25

Cathy Holman, Purchasing Coordinator

ISD 709 Duluth Public Schools

709 Portia Johnson Drive

Duluth, MN 55811

Dear Cathy Holman,

We are submitting the following price quote to you for the 2025-2026 school year. Our Grade A products meet all local, State and Federal requirements for the lunch program. All half-pint milks are subject to the attached Escalator Clause. All other products follow the monthly market change.

July 2025 Pricing

Item Description	Item #	Packaging Description	Price
1% Milk	26890	Eco Half-Pint	$0.372
Skim Milk	26891	Eco Half-Pint	$0.358
Chocolate Skim Milk	65492	Eco Half-Pint	$0.369
Lactose Free 1% Milk	26935	Eco Half-Pint	$0.590
Lactose Free Choc 1% Milk	26946	Eco Half-Pint	$0.590

Kelly Durick Eder, Board Chair

July 2025 Escalator Clause

It is hereby understood that the prices quoted are based on the USDA Class I prices listed below under the terms of the Federal Milk Market Order #30.

Class I Skim	9.66	CWT
Class I Butterfat	2.7142	LB

If the Class I Skim price per hundredweight is increased or decreased, for each $0.10 per hundredweight increase or decrease, the quotation on:

Half-Pint Fluid Milk	$0.00054	Per Half-Pint

If the Class 1 Butterfat price per pound in increased or decreased, for each $0.01 increase or decrease, the quotation on a half-pint will follow this formula:

Whole Milk	$0.00017750	Per Half-Pint
2% Milk	$0.00010750	Per Half-Pint
1% Milk	$0.00005375	Per Half-Pint
Skim Milk	$0.00001000	Per Half-Pint

Kemps General Information

Address: Kemps LLC / 420 West Broadway Avenue, Minneapolis, MN 55411

Key Bid Contact: Kyle Punton, General Manager / Kyle.Punton@Kemps.com / 612-723-5596

Sales Rep Contact: Mike Hill / Mike.Hill3@Kemps.com / 320-471-8829

Payment Terms: Payment is due 14 days after the invoice date.

Insurance: Kemps will provide a copy of insurance upon request.

Bid Bonds: Kemps has been operating since 1914. We do not participate in bid bonds.

Return Milk Policy: Kemps only takes back and gives credit for milk that is delivered with less than 10 days from expiration, or any milk that is deemed a manufacturer defect, damaged, or not sellable upon delivery. Please be cognizant of our next scheduled delivery, especially around break periods. The school is responsible for disposing of any milk.

Renewed Bids: At the outset of each year a bid is renewed, Kemps reserves the right to make an annual price adjustment to cover any increases in operating costs. Price adjustments are related to fuel, labor, employee benefits, packaging, resin, etcetera. Additionally, all prices follow the monthly escalator clause.

Delivery Schedule: We can typically deliver between 6AM and 2:30PM and will try to accommodate the school's needs; however, we cannot guarantee a delivery schedule at this time.

Sustainability: At Kemps, we are passionate about delivering dairy to our neighbors down the road and around the world. For us, this goes beyond getting products to grocery store shelves. It starts with taking care of our planet, our land, our communities, our family farm-owners, and our employees.

We believe dairy plays a key role in solving our climate change crisis, and we are constantly striving to find more ways to reduce our greenhouse gas emissions, invest in innovation to make our business more sustainable, and engage in the communities where we live and work. We are determined to do our part to produce dairy responsibly, ethically, and sustainably and are continually searching for new, innovative ways to conserve resources, reduce waste, and work efficiently across farms, in plans, and on the road. Because of our commitment to the environment, Kemps has a 30-case minimum per delivery. If the delivery requirements are not met, we may contact you to create a solution. Thank you for your partnership with Kemps to reduce waste.

School Calendar Dates

If your district has the same dates for all schools, please fill in the table below.

First Day of School	September 2, 2025
Thanksgiving Break	November 27, 28, 2025
Christmas Break	December 24 – January 2, 2026
Spring Break	Feb 18-20, 2026 & March 30 – April 3, 2026
Summer School	☐No ☒Yes Dates: UNKNOWN at this Time

If the schools in your district have a variety of dates, please fill in the tables below.

School Name(s)	
First Day of School	
Thanksgiving Break	
Christmas Break	
Spring Break	
Summer School	☐No ☐Yes Dates:

School Name(s)	
First Day of School	
Thanksgiving Break	
Christmas Break	
Spring Break	
Summer School	☐No ☐Yes Dates:

School Name(s)	
First Day of School	
Thanksgiving Break	
Christmas Break	
Spring Break	
Summer School	☐No ☐Yes Dates:

School Contacts

If Kemps is chosen to provide your school(s) with dairy products for the upcoming school year, please thoroughly fill in the following pages. To better service our customers, Kemps is unable to begin deliveries if the fields are submitted incomplete.

School Name	FSD Name	Phone	Email

See attachment

School	Manager	Phone	Extension	Email
Congdon Park Elementary	Michelle Palmer	218-336-8825	1830	Michelle.palmer@isd709.org
Denfeld High	Kerri Shea	218-336-8830	2035	Kerri.shea@isd709.org
East High	Summer Emison	218-728-7426	2149	Summer.emison@isd709.org
Homecroft Elementary	Jodi Puff	218-336-8865	2551	Jodi.puff@isd709.org
Lakewood Elementary	Lily Flatt	218-336-8870	2619	Lily.flatt@isd709.org
Laura MacArthur Elementary	Georgia VanAllen	218-336-8900	3114	Georgia.vanallen@isd709.org
Lester Park Elementary	Angie Beyer	218-336-8875	2664	Angie.beyer@isd709.org
Lincoln Park Middle	Susan Geissler	218-336-8880	3339	Susan.geissler@isd709.org
Lowell Elementary	Amie Clingman	218-336-8895	2973	Amie.clingman@isd709.org
Myers Wilkins	Roberta Taran	218-336-8860	2444	Roberta.taran@isd709.org
Ordean East Middle	Deb McKowski	218-336-8940	4158	Deb.mckowski@isd709.org
Piedmont Elementary	Maria Karon	218-336-8950	2738	Maria.karon@isd709.org
Stowe Elementary	Julie Cullen	218-336-8965	3922	Julie.cullen@isd709.org
Rockridge	Carrie Miller	218-336-8707	2115	Carrie.miller@isd709.org

IEA, INC.

PROPOSAL

Contact Us:

BROOKLYN PARK OFFICE
9201 W. BROADWAY, #600
BROOKLYN PARK, MN 55445
763-315-7900

MANKATO OFFICE
610 N. RIVERFRONT DRIVE
MANKATO, MN 56001
507-345-8818

ROCHESTER OFFICE
210 WOOD LAKE DRIVE SE
ROCHESTER, MN 55904
507-281-6664

BRAINERD OFFICE
601 NW 5TH ST. SUITE #4
BRAINERD, MN 56401
218-454-0703

MARSHALL OFFICE
1420 EAST COLLEGE DRIVE
MARSHALL, MN 56258
507-476-3599

VIRGINIA OFFICE
5525 EMERALD AVENUE
MOUNTAIN IRON, MN 55768
218-410-9521

www.ieasafety.com

800-233-9513

2025-2026

Environmental, Health and Safety Management Services

for

Independent School District #709

Duluth Public Schools

AUGUST 5, 2025

PROPOSAL PROVIDED TO:

Bryan Brown
Facilities Manager
Independent School District #709
713 Portia Johnson Drive
Duluth, MN 55811
Phone: (218) 336-8907
E-mail: Bryan.Brown@isd709.org

PROPOSAL CONTACT:

Grant Chapa
Virginia & Brainerd Regional Manager
IEA, Inc.
5525 Emerald Avenue
Mountain Iron, MN 55768
Phone: (218) 302-3787
E-mail: Grant.Chapa@ieasafety.com

PROJECT INTRODUCTION

The Institute for Environmental Assessment, Inc. (IEA) is pleased to offer this proposal to provide a knowledgeable support team to meet your Environmental, Health and Safety (EH&S) compliance needs in conjunction with the Northeast Service Cooperative (NESC). IEA will assist the District in the implementation of safety programs, identification of health and safety related hazards and overall consulting based on the District's needs.

SCOPE OF WORK

EH&S Management

IEA will provide EH&S management services to assist in compliance with: Occupational Safety and Health Administration (OSHA), Minnesota Department of Education (MDE), Minnesota Pollution Control Agency (MPCA), National and Minnesota State Fire Code and other federal, state, and local regulations. Please see Appendix A for a list of possible related tasks.

Program Review

IEA will review identified health and safety programs for compliance with applicable regulations. This program review will be documented as the annual program review which is required or recommended for most of the District's written programs. A final report will be developed, including details on each program, as well as recommendations and/or plans for bringing programs into compliance. Annual compliance tasks will be identified prior to the start of each fiscal year and communicated to the District via a scheduling letter.

Trainings

IEA will be utilizing online safety training for some groups. The platform used is called *Learnworlds* and allows IEA to customize online videos and other training materials to be used for training your staff. IEA offers the following trainings to your staff members:

- Annual health and safety training for teaching, administrative, and support staff
- Annual health and safety training for food service staff
- Annual health and safety training for art department staff
- Annual health and safety training for industrial arts department staff
- Annual health and safety training for science department staff
- AHERA Designated Person training (completed by your District's Designated Person)
- Hazardous materials training (required to be completed by certain positions every three years)
- Temporary worker safety training (for summer workers that may be hired for painting, grounds work, etc.)
- Automotive lift safety training (required to be completed annually by users)
- Asbestos 2-hour initial awareness training (required to be completed by all new maintenance or custodial staff)

Annual training links can be prepared and distributed to District representatives. Other training courses listed above will be distributed to staff members as they are necessary. Maintenance, custodial and transportation staff sessions will remain completed in-person.

© IEA, Inc.

LIMITATIONS & ASSUMPTIONS

IEA will remain flexible to accommodate the District's needs; however, any project work outside of this scope of work or sampling, equipment fees or additional contractors will be provided in a project-specific scope of work with an associated fee.

The District is expected to provide sufficient workspace and support resources (office supplies, equipment, clerical support, and internet connection) as required to perform services under this contract.

When electronic documents are submitted to the District, IEA is not responsible for changes made after the date of submittal.

Documents provided by IEA are developed for your exclusive use and are not intended to be shared, distributed, or sold to any other party. While some firms maintain ownership of their written management plans, the work we do for your district is customized for you and becomes the property of your district.

Contract hours may be spent working at IEA's office for access to resources or references necessary to complete a task.

IEA will assist the District in compliance with applicable standards and regulations; however, actual compliance remains the responsibility of Independent School District #709.

COMPENSATION

The EH&S services are billed on a time and materials basis. Reference IEA's Comprehensive Fee Schedule in Appendix B for fees associated with the Environmental, Health and Safety Management Services for 2025. IEA will stay within the District's requested budget of **$95,000** per year.

Fees are billed to the District through the Northeast Service Cooperative monthly. Pricing is based on the discounted rates established through the Environmental, Health & Safety contract between NESC and IEA, Inc.

An annual fee of **$450** will be charged to maintain current customized online training and to have access available for District staff to complete the listed training when necessary.

SCHEDULE

IEA's services may commence on September 8, 2025, upon receipt of a signed master services agreement. IEA will schedule work through the Facilities Director.

This contract is valid September 8, 2025, through June 30, 2026.

AUTHORIZATION TO PROCEED

We appreciate the opportunity to present this proposal for Environmental, Health and Safety Management Services. Please sign this authorization to proceed and send to Grant Chapa at Grant.Chapa@ieasafety.com. Retain the original for your records.

IEA, Inc.

Grant Chapa
Virginia & Brainerd Regional Manager

***

Please proceed according to the above stated fees, terms, attached General Conditions, and this Proposal dated August 5, 2025.

Printed Name	Authorized Signature
Date	UFARS Code or PO Number

© IEA, Inc.

Appendix A

Possible Task List

Environmental, Health & Safety Management Services

A Workplace Accident & Injury Reduction Program (AWAIR)

- Develop and implement a written management plan for workplace accident and injury reduction.
- Develop and implement a written plan for OSHA-mandated safety committees.
- Conduct safety committee meetings at least quarterly to identify and eliminate workplace safety hazards. Develop and document methods used to identify, analyze and control new or existing hazards.
- Identify and document methods of how the plan will be communicated to all affected employees so that they are informed of work-related hazards and controls.
- Develop and document procedures for investigation of workplace accidents and corrective actions.

Air Permitting

- Conduct assessment and perform calculations to identify equipment and processes that require an air discharge permit.
- Develop and implement a written management plan for air permitting, if applicable.
- Complete monthly and annual reports and submit to the Minnesota Pollution Control Agency.
- Maintain all air permitting records.

Americans with Disabilities Act (ADA)

- Conduct an assessment of facilities to determine compliance with ADA.
- Recommend and coordinate projects to address identified ADA issues.

Asbestos

- Complete six-month periodic inspections.
- Conduct asbestos awareness training as needed.
- Maintain all records.
- Maintain/implement written management plan.

Bleacher Safety

- Develop and implement a written bleacher safety plan.

Bloodborne Pathogens Standard-Exposure Control Plan

- Develop and implement a written Bloodborne Pathogens-Exposure Control Plan encompassing OSHA Standard 29 CFR 1910.1030.
- Survey the facility to identify job categories in which employees may be at risk for exposure (Exposure Control Plan exposure determination). Document this process.
- Train affected employees on proper specific and universal precaution methods and techniques.
- Develop post exposure procedures.
- Evaluate engineering controls and document on an annual basis.

Community Right to Know

- Develop and implement a written Community Right to Know plan.
- Compile an inventory of products and develop product file.
- Complete annual Tier Two report and submit to Minnesota Emergency Response Commission and local fire department(s).

Compressed Gas

- Develop and implement a written management plan for compressed gases.
- Conduct inventory and evaluation of compressed gases.
- Conduct annual audit of inventory, postings/warning labels, and documentation.
- Conduct annual training as needed for applicable employees in compressed gas handling and use, respiratory protection, and emergency response procedures.

Confined Space

- Develop and implement a written management plan for confined space procedures.
- Conduct a workplace inventory and determine whether confined spaces are permit-required or non-permit required. Develop, distribute and post entry/exit permit requirements.
- Conduct annual review of program compliance, audit entry/exit procedural compliance, review permit use history and documentation, and provide initial and annual refresher training.

© IEA, Inc.

Electrical Safety
- Develop and implement a written management plan for electrical safety.
- Conduct annual training for affected employees.

Emergency Action Plan
- Review Emergency Action Plan and provide suggestions for plan development.
- Conduct training for staff on crisis management, troubled persons/staff recognition, and violence prevention.
- Coordinate response action with local agencies.
- Develop quick reference emergency procedures flip chart for employees.

Employee Right to Know (ERK)
- Develop and implement a written management plan.
- Provide annual training for applicable employees.
- Maintain training records.

Ergonomics
- Develop and implement a written management plan for ergonomics.
- Conduct an assessment of employees (office, custodial, etc.).
- Coordinate abatement of identified ergonomic issues.

Fall Protection
- Develop and implement written management plan.
- Conduct an assessment of facilities.

Fire Protection / Fire Prevention
- Develop and implement a written management plan for fire protection/prevention.
- Conduct an assessment of facilities.
- Conduct annual review/update of written plan.

First Aid/CPR
- Develop and implement a written management plan for first aid/CPR.
- Survey the facility for first aid/CPR needs.

Forklift Safety
- Develop a written plan if applicable.
- Provide required training
- Assist with inventory, inspection, and carbon monoxide monitoring.

Hoist / Lift / Crane Safety
- Develop a written plan if applicable.
- Inventory of hoists
- Assist with inspection and supporting documentation
- Provide training
- Assist with required recordkeeping

Hazardous Waste
- Develop and implement a written management plan for hazardous waste. These are defined as wastes that are toxic, combustible, corrosive, or reactive.
- Identify facility hazardous waste streams by functional areas and by waste stream types.
- Examine the potential for generating hazardous waste products each facility.
- Implement proper waste disposal procedures. Complete waste disposal manifests.
- Acquire an EPA generator number and MPCA annual permit for each building that generates hazardous waste.
- Provide training to affected employees. Conduct annual training if applicable according to VSQG or SQG criteria.
- Complete annual hazardous waste report for MPCA or local County government

Hearing Conservation
- Develop and implement a written management plan for hearing conservation.
- Assess all facilities and employees for occupational noise exposure.
- Coordinate annual hearing tests for affected employees.
- Recommend noise abatement or administrative controls to reduce or eliminate employee exposure and coordinate the distribution of hearing protection devices.
- Conduct noise dosimeter testing.
- Conduct employee training and annual review/update of training records.

Indoor Air Quality (IAQ)
- Develop, implement and maintain an IAQ management plan and building walk through.
- Provide training to employees in indoor air quality.
- Maintain appropriate IAQ records.
- Coordinate IAQ investigations.

Infectious Waste
- Develop and implement a written management plan for infectious waste, if any. NOTE: Blood or other potentially infectious materials are covered under the Bloodborne Pathogens Standard.
- Identify sources of infectious waste in each facility.
- Review current infectious waste handling procedures.
- Evaluate current infectious waste recordkeeping forms and procedures (including archiving).
- Provide annual training to affected employees.

Integrated Pest Management (IPM)
- Develop and implement a written management plan for integrated pest management.
- Prepare required notifications to the community.
- Coordinate with pest control companies to ensure proper pest management.

© IEA, Inc.

Lead Contamination Control Act
- Develop and implement a written management plan for lead contamination control.
- Report testing results and provide recommendations for areas with excess lead levels present.

Lockout/Tagout
- Develop and implement a written management plan for lockout/tagout.
- Assist with purchasing of appropriate locks and tags.
- Provide training for affected personnel.
- Conduct annual audit of compliance with lockout/tagout plan procedures.

OSHA Inspections
- Conduct mock OSHA and other regulatory agency inspections.
- Participate in OSHA review of facility and provide management activity for programs.

OSHA Recordkeeping
- Develop and implement a written management plan for OSHA recordkeeping.
- Assist with completion of OSHA 300 Log.
- Review and investigate accidents, develop trend information, and recommend procedures and policies to reduce occurrences.
- Assist with the management of the Workers' Compensation Program.

Personal Protective Equipment (PPE)
- Develop and implement a written management plan.
- Conduct assessment of facilities to determine equipment needs.
- Provide training to employees on the proper care and usage of personal protective equipment.

Playground Safety
- Develop and implement a written management plan for each playground.
- Conduct periodic site reviews, inspections and management plan updates.

Process Safety Management
- Develop and implement a written process safety management plan.
- Provide employee training as required.
- Conduct periodic review/update of written plan.

Radon
- Develop and implement a written management plan for radon.
- Provide recommendations for abatement for areas with excess radon levels present.

Respiratory Protection Program
- Develop and implement a written management plan for respiratory protection.
- Conduct workplace evaluation to determine respiratory protection needs.
- Provide annual respiratory protection program training to applicable employees.
- Coordinate annual medical exams, conduct and document annual fit test and records update.

Underground Storage Tanks (USTs) / Aboveground Storage Tanks (ASTs)
- Develop and implement a written management plan for underground and aboveground storage tanks.
- Complete an inventory of tanks including age, size, type, contents, spill protection, overfill devices, corrosion protection or leak detection systems.
- Develop and coordinate tank removal prioritization for under-equipped or leaking tanks.

Welding, Cutting or Brazing
- Develop a written plan.
- Provide training and assist with required recordkeeping.

© IEA, Inc.

Appendix B

Comprehensive Fee Schedule

Professional Fee Schedule
Effective January 1, 2025

IEA provides consulting services using the following rate schedule for project activity on a time-and-materials basis. This schedule will be adjusted on an annual basis. Additionally:

- Work performed beyond a normal working day (defined as hours in excess of 8 hours a day), weekends and national holidays will be billed at time and one-half.
- Current mileage rate is billed at the IRS mileage rate plus a 20% mark-up. Mileage rate may be adjusted to reflect fluctuations in fuel costs.
- Travel expenses, include airfare, lodging, transportation, and meals, will be billed with a 20% mark-up.

IEA's services will be billed at the following rates per hour:

Project Management	**Rate**
Division/Regional Manager	$165.00
Senior Project/Account Manager	$146.00
Account Manager	$141.00
Project Manager	$141.00
Administrative Support	$95.00
Professional/Technical Staff	
Sr. Certified Industrial Hygienist	$185.00
Certified Industrial Hygienist	$175.00
Certified Safety Professional	$160.00
Sr. Professional Engineer	$185.00
Professional Engineer	$165.00
Commissioning Agent	$135.00
Senior Environmental Technician	$118.00
Engineering Technician	$115.00
Environmental Technician	$115.00

Emergency services and rates for services after hours, weekends or under extenuating circumstances will require an increased labor rate one and one-half times the above rates.

© 2025 Institute for Environmental Assessment, Inc. All Rights Reserved.
www.ieasafety.com

Asbestos, Lead & IAQ Laboratory Fees

Asbestos

Bulk Samples - Polarized Light Microscopy (PLM)

# Samples Per layer	RUSH 3 Hour*	RUSH 6 Hour*	24 Hour	48 Hour	72 Hour
1 – 199	$52 each	$36.5 each	$26 each	$24 each	$21 each
200 or more	Call for pricing				

*Rush pricing is cost plus $80 for time and mileage. Time is from when lab receives samples. Additional times and costs are available

Air Samples – Phase Contrast Microscopy (PCM) (In-house Analysis)

	Routine Price	Rush Price
All Samples ($60 min. includes 2 samples)	$22 each	1.5 x applicable rate

Air Samples – Transmission Electron Microscopy (TEM)*

Air samples by AHERA or YAMATE Level II Method

	24 Hour	6 Hour	4.5 Hour	Weekend Analysis
Individual Samples (24 hours)	$150/Sample	$180/Sample	$300.00/Sample	$190/Sample

Lead

Lead Dust Wipe Samples/ Lead Air Samples/ Lead Paint Chips/ Soil Sample (Flame AA)

6 Hour	1 Day
$52	$25

Lead in Air/Soil Samples (Graphite Furnace)

	24 Hours or Greater	Less Than 24 Hours
All Samples	$83	Call for pricing

Lead in Paint Samples

	1-5 Days	6 Hours
All Samples	$26	$56

Lead in Water Samples

	24 Hours or Greater
All Samples	$28

Lead Toxicity Characteristic Leaching Limit Procedure (TCLP)

	3-Day	2-Day	30-Hour
All Samples	$125	$134	$260

© 2025 Institute for Environmental Assessment, Inc. All Rights Reserved.
www.ieasafety.com

Radon

Sample Type	Cost
Short-Term *(1-99)*	$16
Short-Term *(100 and up)*	$14
Continuous Radon Monitor	$250 *per sampling event*
Long-Term	Call for pricing

PCB EMSL Samples

2 Week	1 Week	4 Day	3 Day
$120	$169	$197	$235

Indoor Air Quality

Laboratory Analysis (Per Sample)*

- Air-O-Cell 24-hour turnaround $56
- BioReveal Surface Swab $13
- Bioaerosols (Fungi) $68.5
- Bulk fungal analysis (dilution method) $104
- Microvac bulk dust fungal analysis (dilution method) $104
- Microvac bulk dust fungal analysis (direct read method) $56
- Dust Characterization $77
- Formaldehyde** $125
- Hexavalent Chromium $100
- Legionella $130
- Particulate (nuisance dust, total & respirable) $39
- Rodac fungal contact (range $44-64) $72
- Silica ..... Call for pricing
- Tease Tape sample analysis $56
- Total Volatile Organic Compounds (TVOC) (3M 3500) $73
- Volatile Organic Compounds (VOC) (range $100-258) $282
- VOC Scan (GC/MS – Qualitative, 70 compounds) $342
- VOC Scan (GC/MS – Quantitative, up to 15 compounds) $342
- Welding Fume Scan (13 Metals) $203

NOTE: Delivery costs are billed on a direct basis

* Analysis for other compounds, alternate analytical and sampling methods, and rush analysis, may affect per unit costs.

Equipment Use Rates (Per Day)

- Air Flow Meter & Micromanometer $55
- Airborne Particulate Counter $80
- Anderson/Quick Take 30/Buck Bioaire Sampler (bioaerosols) $60
- B&K Sound Level Meter $130
- Balometer $55
- Dosimeter $30
- Four Gas Meter $55
- Hygrometer $30
- Infrared Camera $80
- Ion Counter $55
- Personal Air Sampling Pumps $55
- Moisture Meter $30
- Niton XRF-XLp (Paint) $260
- Noise Dosimeter Calibrator $15
- Personal Air Sampling Pump Calibrators (Check-Mate, DryCal, etc.) $30

© 2025 Institute for Environmental Assessment, Inc. All Rights Reserved.
www.ieasafety.com

- Personal Air Sampling Pumps $55
- Photo Ionization Detector (PID) $30
- Pressure Differential Meter $55
- TSI Q-Trak (carbon dioxide, carbon monoxide, temperature, relative humidity) $55
- Projector $40

© 2025 Institute for Environmental Assessment, Inc. All Rights Reserved.
www.ieasafety.com

Expenditure Contracts Signed
August 2025

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
Lutheran Social Service of Minnesota	$300.00/volunteer	Superintendent's Office (DU)	Foster Grandparent Program MOU effective 7/1/25 – 6/30/28. Site will provide a meal each day, if available, at the normal adult meal rate of $5.05/lunch and an annual contribution of $300.00 per volunteer
Class Intercom	$7,076.00*	Communications Office (DU)	Platform for archiving social media (per data request requirements) and posting to social media
Duluth Entertainment Convention Center	$2,400.00*	Communications Office (DR)	Rental of Bayfront Festival Park for Unity in Our Community
Zero Abuse Project	$3,000.00*	TLE Dept. (DR)	Professional Development Training – Alison Feigh keynote speaker
Zero Abuse Project	$5,200.00*	TLE Dept. (DR)	Professional Development Training
National Audio Visual Company	$2,500.00*	TLE Dept. (DR)	National Audio Visual Company will provide a range of audio and visual services for Professional Development Dates in FY26
Dr. David Edmund	$200.00*	TLE Dept. (DR)	Presentation on Music Education during 8/25/25 PD day at Denfeld HS
Dr. Daniel Ninham	$1,500.00*	TLE Dept. (DR)	Presentation on Indigenous Games during 8/25/25 PD day at Denfeld HS

Lake Superior College	$3,000.00/course/teacher	TLE Dept. (DU)	PSEO College in the Schools program for school year 2025-26
Audit Labs	$18,000.00*	Technology (DU)	Audit Labs will provide remote IT security leadership. Objective of the vCISO fractional services is to provide strategic guidance for the information security programs of Duluth Public Schools
First Witness Child Advocacy Center	$5,000.00*	Mental Health, SEB, MTSS Coordinator	First Witness will provide Child Sexual Abuse Prevention information to both teachers/staff, parents and children to Duluth Public School elementary, ECFE sites upon request

LUTHERAN SOCIAL SERVICE OF MINNESOTA
FOSTER GRANDPARENT PROGRAM
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this "MOU") contains basic provisions, which will guide the working relationship between both parties. It is entered into by and between Lutheran Social Service of Minnesota Foster Grandparent Program, sponsored by Lutheran Social Service of Minnesota, and the following agency and/or entity (the "Volunteer Station").

BETWEEN SPONSOR:

Lutheran Social Service of Minnesota
1605 Eustis Street, Suite 406
St. Paul, MN 55108

Telephone: 888-205-3770
651-310-9449 FAX

Program Coordinator: Christina Bartos
Direct Phone: 218.290.0186
e-mail: christina.bartos@lssmn.org

AND VOLUNTEER STATION: # _____

Independent School District #709
215 North 1st Ave East, #215
Duluth MN 55802

Telephone: 218-336-8752

Station Director: John Magas, Superintendent
e-mail: superintendent@isd709.org

I. Lutheran Social Service of Minnesota Foster Grandparent Program (LSS FGP) will place up to **(_16_)** Foster Grandparent(s) to serve special and exceptional needs children at the above named volunteer station.

II. The volunteer station agrees to provide the following benefits for each Foster Grandparent placed with them:

A. Provide a meal each day, if available, at the normal adult meal rate, currently **$5.05/lunch**.

B. Provide an annual contribution of **$300.00** per volunteer, to offset the cost of transportation, recognition, and other volunteer benefits.

III. The volunteer station self-certifies that it is one of the following:

☐ Public Non-Profit ☐ Private Non-Profit ☐ Proprietary Health Care Agency ☐ Governmental Agency

IV. This agreement may be amended with thirty (30) days notice for a major alteration of terms and immediately for minor changes by mutual written agreement.

V. This agreement applies to the schools listed in the attached "addendum." The listed schools are a part of ISD 709.

The signatures below signify agreement to the information contained on the front and following pages of this memorandum.

SPONSOR SIGNATURE:
Lutheran Social Service of Minnesota
Foster Grandparent Program

By: CScherer
Carolyn Scherer, Director

Date: 9/2/25

VOLUNTEER STATION SIGNATURE:
Independent School District 709

By: John Magas
(Authorized Signature)

Title: Superintendent

Date: 9/3/25

Agreement Dates Effective: July 1, 2025 to June 30, 2028

PARTNERSHIP AGREEMENT (continued)
BASIC PROVISIONS AND OBLIGATIONS

Lutheran Social Service will:

1. Provide the Volunteer Station with a Volunteer Station Site Manual.
2. Recruit, interview, select, and enroll volunteers in the program. The volunteers will meet the criteria in the AmeriCorps Seniors Foster Grandparent Program (FGP) Federal Regulations for enrollment in the program.
3. Unless otherwise specified herein, conduct and document a criminal history check for all AmeriCorps Seniors volunteers in the FGP program in accordance with the requirements established for a National Service Criminal History Check by AmeriCorp and Lutheran Social Service of Minnesota.
4. Refer FGP volunteers to the Station. Permit and encourage the Volunteer Station to screen FGP volunteers pursuant to established criteria of Volunteer Station.
5. Conduct pre-service orientation and ongoing in-service instruction for FGP volunteers.
6. Instruct FGP volunteers in proper use of volunteer timesheets, reimbursement guidance, and the AmeriCorps Seniors FGP procedures.
7. Provide identification badges for volunteers.
8. Refer any potential FGP volunteer to the volunteer station for consideration for placement. Provide orientation to volunteer station staff prior to placement of volunteers and at other times as appropriate.
9. Specify appropriate activities to be performed by the FGP volunteers in partnership with the Volunteer Station.
10. Coordinate with the volunteer station to see that volunteers meet at least bi-monthly with station or LSS staff for in-service training.
11. Arrange for appropriate FGP recognition.
12. Initiate publicity regarding the FGP Program.
13. Furnish accident, liability, and excess automobile liability insurance for enrolled volunteers as required by FGP regulation. The insurance provided by the sponsor is secondary coverage and is not primary insurance
14. Address any grievances following the Grievance Procedure as outlined in the Volunteer Station Site Manual and Volunteer Handbook.
15. Reimburse FGP volunteers for transportation costs between their home and volunteer station in accordance with LSS FGP policies and availability of funds.
16. Discuss with the Volunteer Station regarding providing meals and/or snacks, whenever possible, for volunteers on assignment.
17. Retain full responsibility for the management and fiscal control of the project.
18. Provide technical assistance and regularly visit the volunteer station to assure the program is running correctly.

The Volunteer Station will:

1. In partnership with LSS FGP staff, the station staff will develop an assignment plan for each AmeriCorps Seniors volunteer in FGP and for each child served. The sponsor's representative, and the volunteer must sign the written assignment plan that: identifies the children to be served; the role and activities of the volunteer; the expected outcomes for each child; and addresses the period of time each child should receive such services. Volunteer station staff, LSS FGP staff, and the volunteer will review the AmeriCorps Seniors volunteer's assignment as well as the impact of the assignment on the child's development.
2. Assign children with designated special or exceptional needs to each volunteer.
3. In coordination with LSS FGP staff, provide volunteers assignments which utilize their skills and training.
4. Exclude Foster Grandparents as supervising adults when calculating state-mandated adult-to-child ratios.
5. Supervise Foster Grandparents at all times while they are performing as volunteers and not leave the Foster Grandparent alone with children.
6. Provide site specific and special training (i.e. confidentiality training) to the volunteers as needed.
7. Furnish volunteers with materials required for assignment. These materials may include station uniform and/or photo I.D.
8. Assure adequate health and safety provisions for volunteers.

9. Investigate and report any accidents and injuries involving LSS FGP volunteers immediately to LSS FGP staff. All reports shall be submitted in writing within 24 hours.

10. Specify, either by written information or verbally, that LSS FGP volunteers are participants in the Volunteer Station's programming in publicity featuring such volunteers. Display an AmeriCorps Seniors placard where it may be viewed by the public.

11. **Reports:** The Station Representative shall:

    12. Timesheets: Approve a timesheet for each FGP volunteer on a monthly basis by the 2nd of the following month.

    13. Surveys: Volunteer Stations are requested to complete a short annual survey provided by LSS FGP documenting the impact of services provided by volunteers.

    14. Volunteer Performance Evaluations: For each assigned volunteer, stations are required to complete an annual performance evaluation using the template provided by the sponsor.

    15. In-Kind Documentation: Provide documentation of in-kind contribution(s) (meals, uniforms, transportation, mileage reimbursement, training expenses,) and verification to help the LSS FGP meet its federal regulation of a 10% local match. Since the value of these in-kind contributions will be counted as a part of the non-federal contribution to the AmeriCorps Seniors grant, the Volunteer Station will ensure that the contributions provided and reported to the LSS FGP are not funded with other federal resources, unless those federal resources are authorized by federal law or regulation to be applied as part of the non-federal share of a federal grant.

Other Provisions

1. **Separation from Volunteer Service:** The Volunteer Station may request the removal of an FGP volunteer at any time. An FGP volunteer may withdraw from service at the Volunteer Station or from the LSS FGP at any time. The LSS FGP staff, the Station staff, and volunteers are encouraged to communicate to resolve concerns or conflicts, or take remedial action, including, but not limited to, placement with another station.

2. **Religious/Political Activities:** The Volunteer Station will not request or assign FGP volunteers to conduct or engage in religious, sectarian, or political activities.

3. **Displacement of Employees:** Ensure that FGP volunteers serve in a volunteer capacity. AmeriCorps Seniors volunteers will not displace nor replace paid or contracted employees, relieve staff of their routine duties or infringe upon the site supervisor's supervisory role with clients.

4. **Compensation:** Neither the grantee nor any volunteer station requests or receives compensation from the beneficiaries of Foster Grandparent volunteers. Additionally, Foster Grandparents do not receive a fee for service from service recipients, their legal guardians, or members of their family, or friends.

5. **Accessibility and Reasonable Accommodation:** The Volunteer Station will maintain the programs and activities to which AmeriCorps Seniors volunteers are assigned accessible to persons with disabilities (including mobility, hearing, vision, mental, and cognitive impairments or addictions and diseases) and/or limited English language proficiency and provide reasonable accommodation to allow persons with disabilities to participate in programs and activities.

6. Comply with AmeriCorps regulations and comply with Federal and other laws, including applicable Civil Rights laws, Executive Orders, policies and regulations applicable to and concerning the program.

7. **Termination of MOU:** This MOU may be terminated at any time by either party by sending written notice of termination of the MOU to the other party. This MOU shall be reviewed at least every three (3) years by the Parties.

8. **Signatures.** By signing this MOU, the Station, through its authorized representative, self-certifies that it meets the requirements necessary to become an AmeriCorps Seniors FGP Station.

Memorandum of Understanding – Addendum

Following is a list of schools subject to the preceding Memorandum of Understanding:

Congdon Elementary
3116 East Superior Street
Duluth, MN 55812

Homecroft Elementary
4784 Howard Gnesen Road
Duluth, MN 55803

Lakewood Elementary
5207 North Tischer Road
Duluth, MN 55804

Laura MacArthur Elementary
720 North Central Ave
Duluth, MN 55807

Lester Park Elementary
5300 Glenwood Ave
Duluth, MN 55804

Lowell Elementary
2000 Rice Lake Road
Duluth, MN 55811

Myers-Wilkins Elementary
1027 North 8th Ave East
Duluth, MN 55805

Piedmont Elementary
1827 Chambersburg Ave
Duluth, MN 55811

Stowe Elementary
715 101st Ave West
Duluth, MN 55808

Class Intercom®

Issued
August 11, 2025

Expires
October 10, 2025

Class Intercom

Kyle Kardell
kyle@classintercom.com

Prepared for
Duluth Public Schools
709 Portia Johnson Drive
Duluth, MN 55811

Simone Zunich
Executive Director of Business Services
simone.zunich@isd709.org

Adelle Wellens
Communications Officer
adelle.wellens@isd709.org

Doc ID: 5ed412ddb0f91b953b1f3771d5dd5d8956a07c32

This proposal is presented to Duluth Public Schools for usage of the Class Intercom social media management platform for its district/school(s). This proposal encompasses:

- Unlimited users and system roles
- One moderated connection to Facebook, X, Instagram, LinkedIn, Threads, and Nextdoor per licensed brand
- Access to Class Intercom's content library resources
- One live training session with access to on-demand training resources
- Access to live chat, email, and phone support

Class Intercom Software

CI Software		License Price	Qty	Price
Class Intercom Platform	Includes one brand with unlimited users and six different social channel connections (Facebook, Twitter, Instagram, LinkedIn, Threads, and NextDoor)	$1,495.00 / year	1	$1,196.00 / year after 20% discount for 1 year
Additional CI Brands	Each additional Class Intercom brand includes unlimited users and six dif-	$350.00 / year	21	$5,880.00 / year after 20% discount for 1 year

Doc ID: 5ed412ddb0f91b953b1f3771d5dd5d8956a07c32

CI Software		License Price	Qty	Price
	ferent social channel connections (Facebook, Twitter, Instagram, LinkedIn, Threads, and NextDoor)			
Total				**$7,076.00**

Comments

Please let me know if you need any adjustments.

Terms and Conditions

By accepting and signing this quote, Duluth Public Schools agrees to all Class Intercom usage terms and conditions. Class Intercom services are invoiced on annual terms. An automatic renewal will be issued at the end of the term unless a cancelation notification is provided by Duluth Public Schools within 30 days of renewal. An invoice will be sent upon agreement execution with payment terms of net 30.

Quote Acceptance

The signer's identity must be verified before this quote can be signed. Find your profile below to request a verification email.

Simone Zunich
simone.zunich@isd709.org

Simone Zunich

Doc ID: 5ed412ddb0f91b953b1f3771d5dd5d8956a07c32

Dropbox Sign

Audit trail

Title	Duluth Public Schools 22 Brands
File name	redir
Document ID	5ed412ddb0f91b953b1f3771d5dd5d8956a07c32
Audit trail date format	MM / DD / YYYY
Status	Signed

This document was signed on app.hubspot.com

Document History

SENT	**08 / 21 / 2025** 15:46:47 UTC	Sent for signature to Simone Zunich (simone.zunich@isd709.org) from esign@hubspot.com IP: 54.174.52.20
VIEWED	**08 / 21 / 2025** 15:47:27 UTC	Viewed by Simone Zunich (simone.zunich@isd709.org) IP: 47.41.114.78
SIGNED	**08 / 21 / 2025** 15:48:02 UTC	Signed by Simone Zunich (simone.zunich@isd709.org) IP: 47.41.114.78
COMPLETED	**08 / 21 / 2025** 15:48:02 UTC	The document has been completed.

Duluth Entertainment
Convention Center

BAYFRONT FESTIVAL PARK
RENTAL AGREEMENT

Prepared by Park Management Company – Duluth Entertainment Convention Center
Bayfront Festival Park is a City of Duluth Park

In consideration of the fees and covenants herein expressed, the Duluth Entertainment Convention Center, Assigned Bayfront Festival Park Manager, herein called the "DECC" does hereby give permission to the following:

Organization/Company Name: Independent School District # 709
(hereinafter referred to as the "Permittee")

Address: **709 Portia Johnson Drive, Duluth, Minnesota, 55811**

Telephone: **218-336-8735**

Email: **adelle.wellens@isd709.org**

Contact Name: **Adelle Wellens**

Name of Event: **ISD709 Unity in Our Community**

To use the following specified spaces of Bayfront Festival Park on the following day(s):

Move In Day: 08/18/25 (Monday)
Event Day: 08/18/25 (Monday)
Move Out Day: 08/18/25 (Monday)

Park Hours: 6:00AM – 12:00AM
Move-In/Move-Out Hours: 8:00AM – 5:00PM
Event Time: 4:00PM – 7:00PM

Entire Bayfront Festival Park to Include:
Family Center, Public Restroom Building, Park Plaza, Park Bowl, Lois M. Paulucci Music Pavilion

Rental Fees and Deposits to be paid by Permittee are in the amounts and on the basis and terms as follows:

~~**Refundable Deposit for Bayfront Rental**~~	~~**$2,500.00**~~
Bayfront Festival Park Stage Rental	**$650.00**
Bayfront Festival Park Rental	**$1,750.00**

Total fees due with signed contract: $2,400.00 – payable to DECC
All fees must be submitted to DECC 10 days from the receipt of this contract.

Plus the Following Permits or Actions being taken by Permittee:

- *Caterers License provided to DECC for any alcohol sales or distribution at park*
- *Security plan between Permittee and Duluth Police Department when alcohol is served (#'s 11 & 20-21)*
- *Proper Garbage Service, Containers and Clean Up plan in place (#3)*
- *Proper number of Portable Toilets for size of group (#4)*
- *Tent plan approved by DECC – Event Planning Department prior to event day (#'s 6-8)*
- *Proof of event insurance provided to DECC prior to event day (#'s 13-17)*

1. PERMITTEE may sublet or rent out a reasonable amount of the VENUE to lawful and appropriate vendors, concessionaires or other business ventures ("Subletee(s)"). It shall be the responsibility of PERMITTEE to submit to the CITY evidence verifying that each Subletee possesses a valid City of Duluth Sales Tax Permit and meets all minimum St. Louis County Health Department requirements or any other requirements as may be required by any applicable laws, codes, or ordinances, in force at the time of the EVENT before allowing such Subletee access to the EVENT.

TICKETING

~~2. All ticketed events that utilize Bayfront Festival Park are subject to a $2 per ticket Bayfront Festival Park Preservation fee. These funds are specifically used for improvements to Bayfront Festival Park by the City of Duluth. At the end of the event, an audit must be provided to the DECC for all tickets sold and the $2 per ticket fee needs to be paid within 30 days of the event to the DECC.~~

MAINTENANCE AND OPERATION

3. PERMITTEE agrees that it shall be responsible for all damage caused by and arising out of the occurrence of the EVENT, whether such damage was the result of the actions or omissions of PERMITTEE, its agents or assigns, or any other person or entity. Such responsibility for damages includes, but is not limited to, set up and take down activities.

4. PERMITTEE shall provide at its expense trash collection receptacles and attendant services in sufficient quantity to maintain the VENUE in a reasonable state of cleanliness before, during, and through the conclusion of the EVENT.

Such cleanup area shall include all of Bayfront Festival Park and shall not be limited to the VENUE area. If required by the St. Louis County Health Department, PERMITTEE shall provide specialized disposal receptacles and related pick up services through a competent vendor, for the handling of liquid, oil, fatty, or other materials disposed of and requiring special and/or separate handling before, during, or after its event.

PERMITTEE shall provide, at its expense, for the separation of recyclables plastic bottles, aluminum cans and cardboard boxes that is created at these events and for its removal from the site to the appropriate collection site - as per the WLSSD Solid Waste Ordinance, Section 4.2 management of recyclable materials.

5. PERMITTEE shall provide at its expense, a sufficient quantity of portable toilet units, including one (1) handicap accessible units, complete with ongoing cleaning and servicing throughout its event to provide safe, minimum standards of sanitation and public convenience. The actual number of portable toilet units may be adjusted, at the direction of the St. Louis County Health Department, or the DECC, at any time throughout the event. The CITY shall provide to the permanent toilet building only, and at its expense, a sufficient supply of toilet paper, towels and cleaning supplies during the time of the EVENT.

6. PERMITTEE agrees that vehicular access to the VENUE shall be strictly limited to the approve roadways. PERMITTEE shall be responsible for the enforcement of this provision for all vehicles on the VENUE whether said vehicles are owned by PERMITTEE, PERMITTEE's employees, Subletees, contractors, agents of PERMITTEE, or its patrons. The DECC may order the immediate removal of any vehicle used or parked in violation of this provision. Driving in the bowl of the park is not allowed.

ALTERATIONS OR IMPROVEMENTS

7. PERMITTEE shall not drive stakes, excavate, or otherwise install any other underground apparatus into any of the grounds of Bayfront Festival Park without first providing a detailed, precise map to the DECC of all proposed underground locations at least Ten (10) days in advance of the EVENT. PERMITTEE shall not proceed with any underground actions without first securing approval from a DECC park representative and further having all underground utilities properly located by One Call or identified by the CITY prior to proceeding with said underground actions.

8. PERMITTEE shall limit the on-ground use of wires, hoses, etc. to only those areas which are not accessible to normal pedestrian traffic. In the event PERMITTEE needs to allow the installation of on-ground utilities, PERMITTEE shall first secure the permission of DECC and comply with all applicable codes and laws pertaining to said installations.

9. PERMITTEE may make temporary improvements to the grounds such as the erection of fencing, scaffolding, special platforms, water tanks, rigging, or other apparatus necessary to ensure the success of the EVENT or the safety of staff, performers, and the general public. No construction, alteration, or improvement shall begin until approved by the DECC representative, and all necessary building permits are secured. All construction or apparatus installed on said premises shall conform to any and all applicable laws or building codes governing such installations.

10. PERMITTEE agrees that prior to commencing any construction, erection, alteration, or improvement on said premises that PERMITTEE will provide the CITY with a Certificate of Insurance evidencing that all persons, whether in the direct employ of PERMITTEE or agents hired by PERMITTEE, are covered by Worker's Compensation Insurance as required by Minnesota Statutes. PERMITTEE shall submit such Certificate of Insurance at least Ten (10) days prior to the EVENT. No construction, erection, alteration, or improvement shall be commenced until such time as said Certificate of Insurance is reviewed and approved by the City Attorney.

FACILITY SUPERVISION AND SECURITY

11. PERMITTEE agrees that at all times of permitted use, the VENUE will be properly supervised by an employee or agent of PERMITTEE with sufficient empowerment and decision making authority to act on behalf of PERMITTEE.

12. PERMITTEE, shall provide, at its expense, and subject to availability, uniformed, Duluth Police Officers at or on said premises as determined by the Chief of Police, or assigned designee. The Chief of Police, or assigned designee, shall be responsible for the on-site supervision and direction of all uniformed, Police Officers, involved in the patrol, supervision, or security for the EVENT. The number of officers to be provided shall be determined by the Chief of Police, or his designee. Said number may be adjusted at any time during the EVENT to ensure the public safety. The Chief of Police or assigned designee shall notify the employee or agent of PERMITTEE prior to implementing any adjustment in the numbers of uniformed, Police Officers required to properly supervise the EVENT. Police Officers shall only be responsible for patrolling the VENUE areas open to the public. PERMITTEE shall be responsible for hiring private security for those areas from which the public is restricted.

LIMITS OF USAGE

13. PERMITTEE agrees that the VENUE shall only be used for the EVENT and related support services and for no other purpose.

INSURANCE

14. PERMITTEE shall provide Public Liability Insurance with limits not less than $1,500,000 Single Limit, and twice the limits provided when a claim arises out of the release or threatened release of a hazardous substance; shall be in a company approved by the City; and shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability.

15. The CITY of DULUTH, DEDA (Duluth Economic Development Authority), LSCA (Lake Superior Center Authority) and DECC (Duluth Entertainment Convention Center) shall be named as Additional Insured under the Public Liability Policy, or as an alternate, PERMITTEE may provide Owners-Contractors Protective policy, naming itself, the City, DEDA, LSCA and DECC. PERMITTEE shall also provide evidence of Statutory Minnesota Workers' Compensation Insurance. PERMITTEE shall provide Certificates of Insurance evidencing the required insurance coverage. The certificates shall provide 30-days notice of cancellation, non-renewal or material change provisions and shall further provide that failure to give such notice to City and DEDA will render any such change or changes in said policy or coverage ineffective as against the City and DEDA.

16. The use of an "Accord" form as a certificate of insurance shall be accompanied by two forms - 1) ISO Additional Insured Endorsement (CG-2010 pre-2004) and 2) Notice of Cancellation Endorsement (IL 7002) - or equivalent, as approved by the Duluth City Attorney's Office. Examples of such endorsements are available upon request.

17. Neither the City or DECC does not represent or guarantee that these types or limits of coverage are adequate to protect PERMITTEE's interests and liabilities.

18. If PERMITTEE conducts the sale of any product or service through any third party vendor or contractor, PERMITTEE will be required to secure product liability insurance coverage with the same limits as provided in Paragraph 13 above. If any third party vendor or contractor sells, serves, or otherwise dispenses alcoholic beverages of any kind, PERMITTEE shall provide evidence of liquor liability insurance coverage for the dispensing of such beverages in the same limits as provided in Paragraph 13 above. Evidence of such insurance coverage shall be specified in the above described Certificate of Insurance and name the CITY and DECC as additional insured.

HOLD HARMLESS

19. PERMITTEE agrees to defend, indemnify, and save harmless the CITY, DEDA, LSCA and DECC, and their officers, agents, employees and servants, from any and all liens, claims, suits, demands, liability, judgments, costs, damages and expenses, including attorney's fees, which may accrue against or be charged to or may be recovered from the CITY, DEDA, LSCA or DECC by reason of or account of or in any way related to the use, development, maintenance, set up, take down, or occupancy of the Bayfront Festival Park by PERMITTEE or its agents and/or assigns, including but not limited to EVENT attendees, in connection with the EVENT including liability for copyright violation or infringement, by any person(s) including PERMITTEE, its employees, agents, volunteers, invitees, or attendees under this agreement. Upon ten (10) days written notice, PERMITTEE will appear and defend all claims and lawsuits against the CITY, DEDA, LSCA or DECC, growing out of any action with respect to which PERMITTEE is required to indemnify the City, DEDA, LSCA or DECC. The indemnification obligations set forth herein shall not apply to a loss or claim arising out of the negligence or intentional misconduct of the City, DEDA, their officers, employees, servants or agents.

LICENSEE

20. It is agreed that this AGREEMENT is not intended nor should it be construed in any manner as creating or establishing the relationship of partners or joint ventures between the parties hereto, or creating a joint enterprise, or as constituting PERMITTEE as an agent, representative, employee, or independent contractor of the City for any purpose. PERMITTEE and its employees shall not be considered employees of the City and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of PERMITTEE'S employees or agents and arising out of employment shall in no way be the responsibility of the CITY. PERMITTEE'S employees shall not be entitled to any compensation or rights or benefits of any kind whatsoever from the CITY, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability or severance pay and PERA.

ALCOHOLIC BEVERAGES

21. Upon securing the necessary liquor licenses or permit required by the State of Minnesota and the City of Duluth, PERMITTEE or its subletee shall be permitted to sell, serve, or otherwise dispense alcoholic beverages to the extent authorized by Minnesota Statutes and Duluth City Code. Evidence of such license or permit shall be submitted to the CITY no less than ten (10) days prior to the EVENT. PERMITTEE shall also notify the Chief of Police or the Chief's designee of the identity of the alcohol vendor.

22. In addition to the number of uniformed, Duluth police officers to be provided as set forth in Paragraph 20 above. PERMITTEE shall arrange and pay for such additional uniformed, Duluth Policy Officers as required by the Chief to oversee the sale of alcoholic beverages at the VENUE. PERMITTEE agrees that at no time shall alcoholic beverages be sold, served, or dispensed at the VENUE unless the required Duluth Police Officers are present and actively overseeing same.

REPORTING

23. PERMITTEE agrees that, as provided in Minnesota Statutes 16C.05, Subdivision 5, and in order for the City to ensure that all required fees have been tendered, all PERMITTEE books, records, documents, and accounting procedures and practices are subject to examination by the CITY or the State Auditor for six (6) years from the date of execution of this Agreement. Upon twenty-four (24) hours advanced notice by the CITY, PERMITTEE shall provide all requested financial information.

WORKER'S COMPENSATION

24. PERMITTEE and all third party vendors or contractors hired or permitted by PERMITTEE shall comply with all Minnesota Worker's Compensation laws in the utilization of all employees employed at the VENUE.

TERMINATION OF OCCUPANCY

25. Upon termination of occupancy, PERMITTEE agrees to surrender possession of said premises to the DECC in as good condition and state of repair as said premises were in at the time PERMITTEE took possession, normal wear and tear excepted.

CITY ACCESS

26. The CITY reserves the right to the unlimited access at all times to the VENUE for authorized personnel and for the purposes of inspection and ensuring that the provisions of this Agreement are complied with by PERMITTEE. The DECC shall provide its employees or authorized agents, Bayfront

Festival Park all-event access passes, as needed, for access by authorized personnel. All on-duty law enforcement personnel, acting in their official capacity, shall be authorized to enter the VENUE without regard to this paragraph.

ASSIGNABILITY

27. Except as provided for in this Agreement, PERMITTEE shall not assign or transfer any of its rights or interests under this Agreement in any way whatsoever.

NO THIRD PARTY RIGHTS

28. This Agreement is to be construed and understood solely as an Agreement between the parties hereto and shall not be deemed to create any rights in any other person, except to the extent PERMITTEE is obligated to perform terms and conditions that benefit DECC. No person shall have the right to make claim that she or he is a third party beneficiary of this Agreement or of any of its terms and conditions.

AMENDMENTS

29. Any amendment to this Agreement shall be in writing, approved with the same legal formalities as required by the original agreement, and shall be executed by the same parties who executed the original Agreement or their successors in office.

CIVIL RIGHTS ASSURANCES

30. PERMITTEE, for itself and its officers, agents, servants and employees as part of the consideration under this Agreement does hereby covenant and agree to comply with all laws relating to unlawful discrimination. PERMITTEE shall provide reasonable accommodations as required by the Americans with Disabilities Act for any qualifying individual or group requesting such accommodations.

APPLICABLE LAW

31. This Agreement, together with all of 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.

COPYRIGHT

32. PERMITTEE warrants and represents that it has current, valid ASCAP, BMI and SESAC licenses (the Licenses).

TERMINATION OF AGREEMENT

33. This Agreement may be terminated by the DECC upon breach of any of the terms and conditions of this Agreement by PERMITTEE and the failure to rectify or correct any such breach within Thirty (30) days of the transmission of written notice to PERMITTEE of the breach.

GENERAL PROVISIONS

34. The rights of PERMITTEE to occupy, use, and maintain the VENUE shall continue only so long as all of the undertakings, provisions, covenants, and conditions herein contained are on its part complied with strictly and promptly.

35. PERMITTEE agrees to operate the EVENT and all activities conducted at the VENUE in strict compliance with the United States Constitution, and with the laws, rules and regulations of the United States, State of Minnesota, St. Louis County, and the City of Duluth. PERMITTEE agrees to procure, at its expense, all licenses and permits necessary for carrying out the provisions of this Agreement.

36. The waiver by the CITY or PERMITTEE of any breach of any term, covenant, or condition herein contained, shall not be deemed to be a waiver of any subsequent breach of same or any other term, covenant, or condition herein contained.

Dated this 12th day of August 2025

DULUTH ENTERTAINMENT CONVENTION CENTER

By: 8.15.25
Executive Director
Duluth Entertainment Convention Center (DECC)

By: Anthony Barker
Permittee Signature

Assistant Superintendent
Permittee Title

8/13/25
Date

zero abuse PROJECT

PROPOSAL FOR PROFESSIONAL SERVICES

DATE INITIATED: August 15, 2025

Sponsoring Organization	ISD 709 (Duluth Public Schools)
Event Title	Professional Development Training
Date and Time of Event	Tuesday, August 26, 2025, 2:00-3:15pm CDT (60 mins within that time block) - Keynote
Presenter	Alison Feigh
Presentation/Training Fee	$3000.00 plus mileage and lodging
Event Coordinator Contact Info (Name, title, organization, mailing address, phone, email) Invoicing contact and email	Event Coordinator: Annemarie Schilling, Annemarie.schilling@isd709.org, 218-336-8700x2469 Business Address: 709 Portia Johnson Dr, Duluth, MN 55811 Event Address: Denfield High School, Auditorium 44 North 44th Av W, Duluth, MN 55807 Invoicing Contact (if different):NA

DATE DUE: August 18, 2025

ZAP agrees to:

1. Provide to the conference organizer the presenter noted for the date and location noted above. ZAP reserves the right to provide an alternate presenter in the event the noted speaker is unavailable for unforeseen circumstances.

2. Submit material for handouts not less than one week prior to the presentation.

3. Provide a laptop for the presentation.

4. Adhere to invoicing conference organizer within 30 days of speaking event.

5. ZAP reserves the right to reschedule or cancel this presentation in the event of an act of war, emergency, natural disaster or for lack of capacity or capability. Training will pivot to a virtual presentation if travel is determined to be unsafe due to COVID-19 conditions by any of the following entities:

   a. The U.S. Centers for Disease Control and Prevention;
   b. The governor of any state through which the presenter is travelling;
   c. A Zero Abuse Project instituted no-travel policy.

Sponsoring Organization agrees to:

1. Payment of ZAP contracted event for the dates of presentation listed above.
    a. All applicable expenses and speaking honoraria will be invoiced to the event coordinator at the address listed above unless previous arrangements are made. **If sponsoring organization has any specific billing or expense documentation requirements including invoicing deadlines, they must be disclosed in writing as a part of this signed agreement.**
    b. One payment (for applicable presentation fee and expenses) is requested per proposal. **If more than one payment will be issued from separate parties, or if sponsoring organization will be issuing a PO, arrangements must be made in advance of event date.**
    c. If sponsoring organization has any alternate per diem, mileage, or stipend terms they must be disclosed in writing as a part of this signed agreement.
    d. Please contact Suzanne Severson (Suzanne@zeroabuseproject.org for questions regarding invoicing.

2. Reimburse ZAP for all travel expenses for the presenter, with the required receipts, including:
    a. Federal per diem rate of the event location (https://www.gsa.gov/travel/plan-book/per-diem-rates) for meals including presentation days and up to 2 travel days (receipts not required).
    b. Miscellaneous expenses such as parking and tolls with appropriate receipts
    c. Mileage at the federal per diem rate set at the time that the training occurs (currently **$0.70/ mile).**
    d. The cost of transportation to and from airports and/or hotels, including rental car, taxi or shuttle bus charges when applicable.
    e. Round-trip coach airfare and baggage fee
    f. Lodging for days of presentations and up to 2 travel days.

3. Provide a screen, LCD projector, external speakers, and microphone (lavaliere or handheld) for the presentation as needed. Wi-fi is not required.

4. Provide a 30-day cancellation notice to ZAP in the event the training is cancelled other than for an act of war or natural disaster.
    a. Cancellation notice after receipt of a signed Proposal will result in a cancellation fee of up to **$500.00** in addition to the cost of travel arrangements already booked for this specific presentation engagement.

5. It is expressly understood, intended and agreed that: (a) All parties to this Agreement shall, for all purposes, be treated as independent contractors, not as employees of any other Party to this Agreement; (b) This agreement shall not be construed or interpreted to create an employer-employee relationship between any of the Parties; (c) No Party shall be entitled to any compensation, payments or benefits other than the amounts specified in this Agreement; (d) No party shall be entitled to receive any benefits from another party, nor shall any Party be entitled to participate in any employee benefit plans now or hereafter offered by another Party or its affiliates; (e) the Event Coordinator shall prepare and send ZAP an annual Form 1099, if required, showing the total amounts paid to ZAP hereunder; and (f) each Party shall be responsible for paying all federal, state and local taxes, fees and other amounts arising from or relating to any services provided pursuant to this Agreement and the compensation relating thereto including, without limitation: (i) All income taxes, withholding taxes, self-employment taxes, and social security taxes; (ii) All sales and use taxes, if any; (iii) All license fees, permit fees and assessments; and (iv) All contributions and assessments which may be required under any applicable unemployment or worker's compensation laws.

zero abuse PROJECT

6. It is expressly understood, intended and agreed that: **OWNERSHIP OF INTELLECTUAL PROPERTY.** Sponsoring Organization acknowledges ZAP's exclusive right, title, and interest in and to the copyrights, trademarks, and registrations, and goodwill arising therefrom, used to present and promote training (the "Intellectual Property"). Sponsoring Organization has no rights in or to the Intellectual Property. Sponsoring Organization acknowledges that use of the Intellectual Property shall not create in Sponsoring Organization's favor any right, title, or interest in or to the Intellectual Property, but all uses of the Intellectual Property by Sponsoring Organization shall inure to the benefit of ZAP. Sponsoring Organization shall not contest the validity of the Intellectual Property or any rights of ZAP therein, nor shall the Sponsoring Organization in any way seek to avoid obligations hereunder because of any assertion or allegation that any of the Intellectual Property is invalid or ineffective. In connection with the use of the Intellectual Property, Sponsoring Organization shall not in any manner represent that Sponsoring Organization has any ownership in the Intellectual Property or registration thereof. Intellectual Property may not be rebroadcast, sold, copied, duplicated, disseminated, or used in any internal or external manner, or for any public, private or commercial purpose, other than for this Event. To ensure consistency and maintain integrity of the ZAP brand, Intellectual Property may not be altered without ZAP's prior written consent. Sponsoring Organization shall at no time adopt or use, without ZAP's prior written consent, any word or mark which is likely to be similar to or confusing with the trademarks. Sponsoring Organization will comply with any and all reasonable quality standards of ZAP for the Intellectual Property and will not at any time do or cause to be done any act or thing contesting or in any way defeating or impairing, or tending to defeat or impair any part of ZAP's right, title, and interest in the Intellectual Property.

7. Sponsoring Organization attests it has secured funding for these services and will submit payment within 30 days of receipt of invoice to:

   Zero Abuse Project
   366 Jackson St, Suite 300
   St. Paul, MN 55101

Signature of Event Coordinator below confirms acceptance of this proposal and the terms set forth above.

Proposal due by Friday, August 18, 2025 to secure date and the terms set forth above.

Please return signed proposal to Suzanne Severson at Suzanne@zeroabuseproject.org

Budget Code: 01 E 005 640 316 305 000 16b 709

Sponsoring Organization

Zero Abuse Project

Suzanne Severson

Event Coordinator Signature

Suzanne Severson

Professional Development Coordinator Senior Program Manager
Title

8/18/2025 August 12, 2025
Date Date

Anthony Bo[illegible] 8/25/25

Simone Zunich 8/25/25

zero abuse PROJECT

PROPOSAL FOR PROFESSIONAL SERVICES

DATE INITIATED: August 15, 2025

Sponsoring Organization	ISD 709 (Duluth Public Schools)
Event Title	Professional Development Training
Date and Time of Event	1) Monday, August 25. 2025, 12:00-3:00pm – *Essentials of Adverse Childhood Experiences – Parts 1 & 2* 2) Tuesday, August 26, 2025, 12:15-2:00pm CDT– *Essentials of Adverse Childhood Experiences – Part 1*
Presenter	Caitie Dahl
Presentation/Training Fee	**TOTAL: $5200.00 plus mileage** ($2600 per half or partial day training)
Event Coordinator Contact Info (Name, title, organization, mailing address, phone, email) Invoicing contact and email	Event Coordinator: Annemarie Schilling, Annemarie.schilling@isd709.org, 218-336-8700x2469 Business Address: 709 Portia Johnson Dr, Duluth, MN 55811 Event Address: Denfield High School, Auditorium 44 North 44th Av W, Duluth, MN 55807 Invoicing Contact (if different):NA

DATE DUE: August 18, 2025

ZAP agrees to:

1. Provide to the conference organizer the presenter noted for the date and location noted above. ZAP reserves the right to provide an alternate presenter in the event the noted speaker is unavailable for unforeseen circumstances.

2. Submit material for handouts not less than one week prior to the presentation.

3. Provide a laptop for the presentation.

4. Adhere to invoicing conference organizer within 30 days of speaking event.

5. ZAP reserves the right to reschedule or cancel this presentation in the event of an act of war, emergency, natural disaster or for lack of capacity or capability. Training will pivot to a virtual presentation if travel is determined to be unsafe due to COVID-19 conditions by any of the following entities:

   a. The U.S. Centers for Disease Control and Prevention;
   b. The governor of any state through which the presenter is travelling;
   c. A Zero Abuse Project instituted no-travel policy.

Sponsoring Organization agrees to:

1. Payment of ZAP contracted event for the dates of presentation listed above.
    a. All applicable expenses and speaking honoraria will be invoiced to the event coordinator at the address listed above unless previous arrangements are made. **If sponsoring organization has any specific billing or expense documentation requirements including invoicing deadlines, they must be disclosed in writing as a part of this signed agreement.**
    b. One payment (for applicable presentation fee and expenses) is requested per proposal. **If more than one payment will be issued from separate parties, or if sponsoring organization will be issuing a PO, arrangements must be made in advance of event date.**
    c. If sponsoring organization has any alternate per diem, mileage, or stipend terms they must be disclosed in writing as a part of this signed agreement.
    d. Please contact Suzanne Severson (Suzanne@zeroabuseproject.org for questions regarding invoicing.

2. Reimburse ZAP for all travel expenses for the presenter, with the required receipts, including:
    a. Federal per diem rate of the event location (https://www.gsa.gov/travel/plan-book/per-diem-rates) for meals including presentation days and up to 2 travel days (receipts not required).
    b. Miscellaneous expenses such as parking and tolls with appropriate receipts
    c. Mileage at the federal per diem rate set at the time that the training occurs (currently **$0.70/ mile).**
    d. The cost of transportation to and from airports and/or hotels, including rental car, taxi or shuttle bus charges when applicable.
    e. Round-trip coach airfare and baggage fee
    f. Lodging for days of presentations and up to 2 travel days.

3. Provide a screen, LCD projector, external speakers, and microphone (lavaliere or handheld) for the presentation as needed. Wi-fi is not required.

4. Provide a 30-day cancellation notice to ZAP in the event the training is cancelled other than for an act of war or natural disaster.
    a. Cancellation notice after receipt of a signed Proposal will result in a cancellation fee of up to **$500.00** in addition to the cost of travel arrangements already booked for this specific presentation engagement.

5. It is expressly understood, intended and agreed that: (a) All parties to this Agreement shall, for all purposes, be treated as independent contractors, not as employees of any other Party to this Agreement; (b) This agreement shall not be construed or interpreted to create an employer-employee relationship between any of the Parties; (c) No Party shall be entitled to any compensation, payments or benefits other than the amounts specified in this Agreement; (d) No party shall be entitled to receive any benefits from another party, nor shall any Party be entitled to participate in any employee benefit plans now or hereafter offered by another Party or its affiliates; (e) the Event Coordinator shall prepare and send ZAP an annual Form 1099, if required, showing the total amounts paid to ZAP hereunder; and (f) each Party shall be responsible for paying all federal, state and local taxes, fees and other amounts arising from or relating to any services provided pursuant to this Agreement and the compensation relating thereto including, without limitation: (i) All income taxes, withholding taxes, self-employment taxes, and social security taxes; (ii) All sales and use taxes, if any; (iii) All license fees, permit fees

and assessments; and (iv) All contributions and assessments which may be required under any applicable unemployment or worker's compensation laws.

6. It is expressly understood, intended and agreed that: **OWNERSHIP OF INTELLECTUAL PROPERTY.** Sponsoring Organization acknowledges ZAP's exclusive right, title, and interest in and to the copyrights, trademarks, and registrations, and goodwill arising therefrom, used to present and promote training (the "Intellectual Property"). Sponsoring Organization has no rights in or to the Intellectual Property. Sponsoring Organization acknowledges that use of the Intellectual Property shall not create in Sponsoring Organization's favor any right, title, or interest in or to the Intellectual Property, but all uses of the Intellectual Property by Sponsoring Organization shall inure to the benefit of ZAP. Sponsoring Organization shall not contest the validity of the Intellectual Property or any rights of ZAP therein, nor shall the Sponsoring Organization in any way seek to avoid obligations hereunder because of any assertion or allegation that any of the Intellectual Property is invalid or ineffective. In connection with the use of the Intellectual Property, Sponsoring Organization shall not in any manner represent that Sponsoring Organization has any ownership in the Intellectual Property or registration thereof. Intellectual Property may not be rebroadcast, sold, copied, duplicated, disseminated, or used in any internal or external manner, or for any public, private or commercial purpose, other than for this Event. To ensure consistency and maintain integrity of the ZAP brand, Intellectual Property may not be altered without ZAP's prior written consent. Sponsoring Organization shall at no time adopt or use, without ZAP's prior written consent, any word or mark which is likely to be similar to or confusing with the trademarks. Sponsoring Organization will comply with any and all reasonable quality standards of ZAP for the Intellectual Property and will not at any time do or cause to be done any act or thing contesting or in any way defeating or impairing, or tending to defeat or impair any part of ZAP's right, title, and interest in the Intellectual Property.

7. Sponsoring Organization attests it has secured funding for these services and will submit payment within 30 days of receipt of invoice to:

   Zero Abuse Project
   366 Jackson St, Suite 300
   St. Paul, MN 55101

Signature of Event Coordinator below confirms acceptance of this proposal and the terms set forth above.

Proposal due by Friday, August 18, 2025 to secure date and the terms set forth above.

Please return signed proposal to Suzanne Severson at Suzanne@zeroabuseproject.org

Budget Code: 01 E 005 640 316305 000
ISD 709

Sponsoring Organization

Zero Abuse Project

Event Coordinator Signature

Suzanne Severson

Professional Development Coordinator

Title

Senior Program Manager

8/18/2025

Date

August 15, 2025

Date

8/25/25

8/25/25

AGREEMENT

THIS AGREEMENT, made and entered into this 08/18/2025 by and between Independent School District #709, a public corporation, hereinafter called District, and National Audio Visual Company, 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 on 08/21/2025 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**.
National Audio Visual Company will provide a range of audio and visual services for Professional Development dates. Those dates are: August 27, 2025, November 3, 2025, December 8, 2025, January 16, 2026, March 2, 2026 and May 4, 2026.

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 not to exceed $2500 for each of the identified Professional Development Dates.

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: Annemarie Schilling , 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 National Audio Visual Company, attn: Scott Yost, 504 East 4th Street, Duluth, MN 55805

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 _____ Date _____

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	640	316	305	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

A Simone Zuinich 8.25.25

CFO / Superintendent of Schools / Board Chair Date

8/25/25

Anthony Dr L

AGREEMENT

THIS AGREEMENT, made and entered into this 07/29/2025 by and between Independent School District #709, a public corporation, hereinafter called District, and Dr. David Edmund 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 on 08/26/2025 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**.
Dr. David Edmund will provide a presentation on Music Education from 1:30-3:00pm, 08/25/2025 at Denfeld High School.

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 a sum of $200.

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: Annemarie Schilling , 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 St. Louis County attn: Dr. David Edmund, 2002 Stanford Ave, Duluth, MN 55811

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed

by their duly authorized officers as of the day and year first above written.

David Edmund [redacted] 7-29-2025

Contractor Signature SSN/Tax ID Number Date

6.20.2025

Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	640	316	305	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

8.25.25

CFO / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 08/06/2025 by and between Independent School District #709, a public corporation, hereinafter called District, and Dr. Daniel Ninham an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service**.
This Agreement shall be deemed to be effective on 05/27/2025 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**.
Dr. Dan Ninham will provide a presentation on Indigenous Games from 8:00-9:45am and Indigenous Games from 12:45-3:15pm 08/25/2025 at Denfeld High School.

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 a sum of $1500.

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: Annemarie Schilling , 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 Dr. Dan Ninham, PO Box 652, Red Lake, MN 56671

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

[see attached]

Contractor Signature SSN/Tax ID Number Date

Program Director Date 8/21/25

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	640	316	305	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 Date 8.25.25

[redacted] 8-11-25

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 CFO for review and approval.

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	640	316	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

Brianne Zmuda 8.25.25

CFO / Superintendent of Schools / Board Chair Date

STATE OF MINNESOTA

MINNESOTA STATE COLLEGES AND UNIVERSITIES

CONCURRENT ENROLLMENT CONTRACT

2025-2026

This contract is by and between ***Duluth Public Schools, 709 Portia Johnson Drive; Duluth MN 55811*** (hereinafter DISTRICT) and the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf **of *Lake Superior College, 2101 Trinity Road, Duluth, MN 55811*** (hereinafter MINNESOTA STATE).

WHEREAS, the DISTRICT has a need for a specific service; and

WHEREAS, MINNESOTA STATE, is empowered to enter into contracts pursuant to Minnesota Statutes, Chapter 136F; and

WHEREAS, The Concurrent Enrollment or College in the Schools (CITS) program is available as part of the Post-Secondary Enrollment Option program in accordance with Minn. Stat. § 124D.09 and Minnesota State Board Policy 3.5 which governs the implementation of the Post-Secondary Enrollment Options program by system colleges and universities. Concurrent Enrollment allows high school students to earn both high school and college credit for classes offered through a high school and taught by a high school teacher; and.

NOW, THEREFORE, it is agreed:

1. DUTIES OF MINNESOTA STATE. The MINNESOTA STATE agrees to provide the following:
   Lake Superior College (LSC) CITS Staff shall:
   - Lake Superior College will work cooperatively and in partnership with high school personnel and students to process registrations, validate course competencies, and transcribe grades.
   - Adhere to all Minnesota State, Higher Learning Commission (HLC), and National Alliance of Concurrent Enrollment Partnerships (NACEP) policies and standards.
   - Complete credential review process of high school instructors according to guidelines from Minnesota State Colleges and Universities Policy 3.32 found on the MinnState website: https://www.minnstate.edu/system/asa/academicaffairs/cfc/
   - Communicate student eligibility requirements to the school district.
   - Process CITS registrations and send class lists to high school as soon as the registrations are complete.
   - Adjust records for student in accordance with add/drop and withdrawal policies.
   - Maintain registration, waiver, and grade records for all completed CITS classes.
   - Work with each high school to ensure that CITS class lists are correct and that all grades are submitted and transcripted.
   - Provide to CITS students and partners access to online information to include information on LSC's student conduct code, academic and student support services, registration policies, transcript requests, and more.

   Lake Superior College Instructor Mentors shall:
   - Collaborate with the high school CITS instructor to clarify approved college course outline and outcomes, to create a syllabus for each course, and to verify the syllabus meets college criteria.
   - Extend invitations to CITS teachers to participate in appropriate campus-based faculty development activities.

- Meet regularly (face-to-face, email, telephone or via other technology) with high school CITS instructor and monitor assignments, exams, projects, and instructional effectiveness to ensure course meets the learning outcomes in the LSC course outline.
- Make at least one visit per course if requested by the high school instructor.
- Provide current college text information, course outlines, sample syllabi, sample exams, assignments, and exercises for the high school CITS teacher's use.
- Provide instructors who have taught the course previously with copies of new course outlines, new calendars, schedules, or other information as courses change.
- Create records of site visits and course evaluations per NACEP accreditation requirements.
- Support CITS instructors, giving additional time and attention to instructors new to the program.

2. DUTIES OF DISTRICT. The DISTRICT agrees to provide the following:

High School Instructors, Administrators, and Staff shall:

- Ensure students meet minimum CITS eligibility requirements as stated in Lake Superior College policy 3.5: https://www.lsc.edu/policies/3-5-post-secondary-enrollment-option/
- Provide qualified faculty to teach concurrent courses at the high school.
- Provide all needed books, supplies and materials for each course.
- Abide by the policies and procedures (e.g. add/drop, withdraw, course alignment) detailed in the CITS handbooks available at https://www.lsc.edu/become-a-student/college-in-the-schools/college-in-the-schools-handbooks/.
- Notify parents/students of CITS course offerings and student eligibility.
- To the extent possible, provide counseling services to students and their parents/guardian before students enroll in CITS courses to ensure awareness of risks and possible consequences of enrollment.
- Collaborate with LSC staff to administer Accuplacer test to potential CITS students and/or provide relevant test scores or GPA to assure compliance with PSEO eligibility requirements.
- Ensure completion of LSC registration forms and verify class rosters.
- Assign final, whole letter grades to each student on the class rosters provided by LSC's CITS staff and share grades with LSC CITS staff for recording.
- Meet regularly (face-to-face, email, telephone or via other technology) with LSC faculty mentor.
- Collaborate with LSC faculty to align course syllabi, assignments, grading, and assessments and ensure each course meets the LSC learning outcomes.
- Provide LSC CITS staff with a copy of each course's syllabus for transfer purposes.
- Assist LSC staff in administering course evaluations for each CITS course in keeping with NACEP accreditation requirements.
- Participate in professional development opportunities offered by LSC in keeping with NACEP accreditation requirements.

3. CONSIDERATION AND TERMS OF PAYMENT.

a. Consideration for all services performed and goods or materials supplied by MINNESOTA STATE pursuant to this contract shall be paid by the DISTRICT as follows: The DISTRICT shall pay Three thousand and 00/100 dollars ($3,000.00) per course per teacher. If one teacher teaches multiple sections, it is one fee; if more than one teacher is assigned to separate sections of the same course, there is an additional fee to be paid by the DISTRICT of Three thousand and 00/100 dollars ($3,000.00) per teacher. The billing date for courses is October 30, 2025 with payment by the DISTRICT due 30 days later. (See attachment A for course and cost details).
There is no cost to the student.

b. Terms of Payment. LAKE SUPERIOR COLLEGE will bill for courses by October 31, 2025 with payment by DISTRICT due 30 days later.

4. TERM OF CONTRACT. This contract shall be effective on ***July 1, 2025*, or upon the date that the final required signature is obtained by MINNESOTA STATE,** whichever occurs later, and shall remain in effect until ***June 30, 2026*** or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first.

5. CANCELLATION. This contract may be canceled by the DISTRICT or MINNESOTA STATE at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the MINNESOTA STATE shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

6. AUTHORIZED REPRESENTATIVES.

   a. The DISTRICT'S Authorized Representative for the purposes of administration of this contract is:

Name:	Jennifer Larva
Title:	Director of Curriculum and Instruction
Address:	215 N 1st Avenue East; Duluth MN 55802
Telephone:	218-336-8700 x 1007
E-Mail:	jennifer.larva@isd709.org

   b. MINNESOTA STATE 'S Authorized Representative for the purposes of administration of this contract is:

Name:	Stephanie Wainionpaa
Title:	College in the Schools Director
Address:	2101 Trinity Road, Duluth MN 55811
Telephone:	218-733-5916
E-Mail:	stephanie.wainionpaa@lsc.edu

   Each authorized representative shall have final authority for acceptance of services of the other party and shall have responsibility to ensure that all payments due to the other party are paid pursuant to the terms of this contract.

7. ASSIGNMENT. Neither the DISTRICT nor MINNESOTA STATE shall assign or transfer any rights or obligations under this contract without the prior written approval of the other party.

8. LIABILITY. Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The STATE's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes sections 3.732 and 3.736, et seq., and other applicable law.

9. AMERICANS WITH DISABILITIES ACT COMPLIANCE (hereinafter "ADA"). The DISTRICT is responsible for complying with the Americans with Disabilities Act, 42 U. S. C. 12101, et. seq. and regulations promulgated pursuant to it. MINNESOTA STATE IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.

10. AMENDMENTS. Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract or their successors in office.

11. GOVERNMENT DATA PRACTICES ACT. The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The DISTRICT and MINNESOTA STATE must comply with the Minnesota

Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MINNESOTA STATE in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the DISTRICT in accordance with this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the DISTRICT or MINNESOTA STATE. In the event the DISTRICT receives a request to release the data referred to in this clause, the DISTRICT must immediately notify MINNESOTA STATE. MINNESOTA STATE will give the DISTRICT instructions concerning the release of the data to the requesting party before the data is released.

The parties additionally acknowledge that the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and 34 C.F.R. 99, apply to the use and disclosure of education records that are created or maintained under this agreement.

12. JURISDICTION AND VENUE. This contract shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or the breach thereof, shall be located only in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

13. STATE AUDITS. The books, records, documents, and accounting procedures and practices of the DISTRICT relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor.

14. FORCE MAJEURE. No party to this Contract shall be responsible for any delays or failure to perform any obligation under this Contract due to acts of God, strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure the parties' duty to perform obligations shall be suspended.

15. OTHER PROVISIONS. (Attach additional page(s) if necessary): NONE.

The rest of this page intentionally left blank. Signature page to follow.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

1. **MINNESOTA STATE COLLEGES AND UNIVERSITIES**

   Lake Superior College

By (authorized signature)
Title
Date

2. **DISTRICT certifies that the appropriate person(s) have executed the contract on behalf of DISTRICT as required by applicable articles, by-laws, resolutions, or ordinances.**

By (authorized signature) Simone Zunich
Title Exec. Dir. Finance
Date 9.2.25

By (authorized signature) Jennifer Jarva
Title Director of Secondary Education
Date 8/29/25

3. **AS TO FORM AND EXECUTION: Lake Superior College**

By (authorized college/university/system office initiating agreement)
Title
Date

Attachment A - 2025-2026 LSC CITS COURSES **Cost: $36,000.00**

The following 12 courses will be covered under this Concurrent Enrollment agreement:

(1)AEO	MATH 1150	Pre-Calculus	4	Jenny Ahern	AY
(2) Denfeld	ALTH 1400	Introduction to Allied Health	2	Tracey Holecek	Fall
(3) Denfeld	ALTH 1410	Medical Terminology	1	Tracey Holecek	Fall
(4) Denfeld	BIOL 1005**	Intro to Cell Biology	1	Andrew Nissen	AY
Denfeld	BIOL 1140**	Human Anatomy & Physiology I	4	Andrew Nissen	AY
(5) Denfeld	NUNA 1400	Nursing Assistant	3	Tracey Holecek	Spring
(6) East	ALTH 1400	Introduction to Allied Health	2	Kimberly Olson	Fall
(7) East	ALTH 1410	Medical Terminology	1	Kimberly Olson	Fall
(8) East	ART 1138	Ceramics I	3	James Carlson	Spring
(9) East	BIOL 1005**	Introduction to Cell Biology	1	James Kyes	AY
East	BIOL 1140**	Human Anatomy & Physiology I	4	James Kyes	AY
(10) East	Math 1150	Pre-Calculus	4	Bill Garnett	AY
(11) East	Math 1150	Pre-Calculus	4	Christy Fisher	AY
(12) East	NUNA 1400	Nursing Assistant	3	Kimberly Olson	Spring

** Indicates courses at are considered one course for one fee

Duluth Public Schools

District Name	Duluth Public Schools
District Number	#709
District Contact	Darcy Motschenbacher
District Contact Email	darcy.motschenbacher@isd709.org
AEO CITS Contact	Paula Williams
AEO CITS Contact Email	paula.williams@isd709.org
AEO Principal	Nathan Glockle
AEO Principal Email	Nathan.glockle@isd709.org
East CITS Contact	Jamie Savre

East CITS Contact Email	Jamie.savre@isd709.org
East Principal	Kelly Flohaug
East Principal Email	kelly.flohaug@isd709.org
Denfeld CITS Contact	Leah Hamm-Digatono
Denfeld CITS Contact Email	leah.hamm-digatono@isd709.org
Denfeld Principal	Tom Tusken
Denfeld Principal Email	Thomas.tusken@isd709.org
Curriculum & Instruction	Jennifer Larva
Curriculum & Instruction Email	jennifer.larva@isd709.org
Superintendent	John Magas
Superintendent Email	superintendent@isd709.org

Docusign Envelope ID: 450C797D-EEA1-4C75-9E19-2765F9DA38EF

Prepared for **Duluth Public Schools** August 25, 2025

Response to request Proposal: **vCISO - Strategy and Planning Services**

Objective: The objective of the vCISO fractional services is to provide strategic guidance for the information security programs of Duluth Public Schools.

Security Strategy and Roadmap: IT Audit Labs in partnership with Duluth Public Schools will cover the following monthly topics:

August 2025	St Paul Breach / Risk Management
September 2025	Quantum Computing
October 2025	Tabletop Exercise
November 2025	Tabletop Debrief, Risk Management
December 2025	Deep Dive Topic – AI
January 2026	Non-IT Tabletop
February 2026	Tabletop Debrief, Planning for next Tabletop
March 2026	BCP/Disaster Planning Walk Through
April 2026	Technical Topic
May 2026	Planning for large Tabletop
June 2026	Tabletop
July 2026	Debrief, Remediation

Consulting Services Contract:

Retainer:

Monthly Billing	$1,500
Number of Months	12
Total Cost of Project	$18,000

IT Audit Labs will provide up to 3 hours of remote IT Security leadership per month. IT Audit Labs will bill a minimum of a $1,500 monthly retainer under this agreement. Monthly unused hours will not be credited. Additional vCISO hours are available at $500.00/hour.

Docusign Envelope ID: 450C797D-EEA1-4C75-9E19-2765F9DA38EF

Additional Service Rates:

Services rendered by IT Audit Labs shall be conducted on a Time and Materials basis or fixed fee depending on the project or needs. 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 below.

The rate for additional Time and Material services will be between $250 and $500 per hour, depending on the complexity and scope of the services requested.

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 – 6pm, CST, Monday – Friday, excluding holidays observed by IT Audit Labs.

Contract Agreement:

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.

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.

Invoice/Billing Terms

- All invoices will be in U.S. Dollars (USD), and payable per the terms established in the Agreement. Invoicing will be billed monthly for term of the agreement. Purchase Order to IT Audit Labs should reflect the 1-year agreement for $18,000.
- 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

- 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.
- Either party reserves the right to cancel this agreement at any time with thirty (30) days' prior written notice. Upon cancellation, both parties shall fulfill any outstanding obligations and settle any outstanding payments or fees.

IT Audit Labs:

Signed by:
By: Kelly Venzke
DB78D0B7629D401...

Title: Director, Business Operations

Date: 8/26/2025

Customer:

By: Simone Zunich

Title: Director, Business Services

Date: 8/28/25

Agreement

THIS AGREEMENT, made and entered into this 1st day of September 2025, by and between By Independent School District #709, a public corporation, hereinafter called District, and First Witness Child Advocacy 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 September 1, 2025 and shall remain in effect until July 30th, 2026, 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.** FirstWitness will provide Child Sexual Abuse Prevention information to both teachers/staff, parents and children of Duluth Public School elementary and ECFE sites upon request.

3. **Background Check.** Not applicable

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

$5,000.00 (five thousand dollars and no cents) in total in supporting up to 5 elementaries per year. This includes classroom instruction to all general education classes, 1 parent/caregiver training meeting, 1 staff training meeting per site, and 1 social worker training district wide.

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: Todd McGowan, 709 Portia Johnson Dr, 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 First Witness, 1402 E 2nd St, Duluth, MN 55805

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.

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 CFO for review and approval.

This contract is funded by either:

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

Please check the appropriate line below:

XXX 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	030	000	305	042
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

Executive Director of Finance & Business Services

9.2.25
Date

No Cost Contracts Signed
August 2025

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
Duluth Children's Museum	Early Childhood	ECFE staff will be gathering with pregnant and parenting teens and their families to offer ECFE and parenting education information, resources and support at the Duluth Children's Museum
Salvation Army	Early Childhood	ECFE parent educator will attend parent group in collaboration with Salvation Army staff once per week during the school year to provide home visits to families as needed/requested
Women's Care Center	Early Childhood	ECFE staff will work with families throughout the school year to offer ECFE and parenting education information, resources and support at the Women's Care Center
Life House	Early Childhood	ECFE parent educator will attend parent group in collaboration with Life House staff once per week during the school year
Safe Haven Shelter	Early Childhood	ECFE staff will be gathering with pregnant and parenting teens and their families to offer ECFE and parenting education information, resources and support at the Safe Haven Shelter
Men as Peacemakers (MAP)	Mental Health, SEB, MTSS Coordinator	MAP will provide on site services for staff and students throughout the 2025-26 school year
Emerson College	Special Services	Speech student teaching opportunity with Duluth Public Schools staff member Jack King
Minnesota State High School League and Region 7AA	Denfeld HS	2025-26 regional tournament agreement
Minnesota State High School League and Region 7AA	East HS	2025-26 regional tournament agreement

AGREEMENT

THIS AGREEMENT, made and entered into this 30 day of July, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Duluth Children's Museum, 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 August 25, 2025 and shall remain in effect until June 30, 2026, 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.** Duluth Public Schools Early Childhood Family Education's (ECFE) licensed parent education and early childhood staff will be gathering with pregnant and parenting teens and their families throughout the school year to offer early childhood and parenting education information, resources and support at the Duluth Children's Museum.

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 $0 hourly and $ 0 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: Jen Jaros ECFE, 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 Duluth Children's Museum, Attn: Drew Jensen 2125 W Superior St, 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.

Drew Jensen — 41-0718361 — 8/4/2025

Contractor Signature — SSN/Tax ID Number — Date

[signature] — 8/12/2025

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

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

[signature] — 8/12/25

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

AGREEMENT

THIS AGREEMENT, made and entered into this 30 day of July, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Salvation Army, 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 August 25, 2025 and shall remain in effect until June 30, 2026, 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.** ECFE Parent Educator will attend parent group in collaboration with Salvation Army staff once per week during the school year or provide home visits to families as needed/requested, except during school breaks and dependent on staff availability.

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 $0 hourly and $ 0 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: Jen Jaros ECFE, 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 Salvation Army, Attn: Carmen Davis, 215 S 27th Ave W, 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.

Carmen Davis — 8/10/2025

Contractor Signature — SSN/Tax ID Number — Date

Carmen B Davis — 8/10/2025

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

__x___ 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 — 8/12/25 Date

AGREEMENT

THIS AGREEMENT, made and entered into this 30 day of July, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Women's Care 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: *(insert here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of August 25, 2025 and shall remain in effect until June 30, 2026, 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.** Duluth Public Schools Early Childhood Family Education (ECFE) licensed parent educator, Sarah Walker-Davis will meet every other week, when Duluth Public Schools are in session, with families throughout the school year to offer early childhood and parenting education information, resources and support. Sarah will work with Women's Care Center staff to review any need for adjustment due to the needs of the families being served.

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 $0 hourly and $ 0 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: Jen Jaros ECFE, 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 Women's Care Center, Attn: Jodie Sorvari, 103 East 1st St, Duluth, MN 55802.

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.

Deb Ellingsen — 45-5168432 — 8/12/25

Contractor Signature — SSN/Tax ID Number — Date

~~DEB ELLINGSEN~~ Jennifer Jaron — 8/12/2025

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

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

Tonne Zmuda — 8/12/25

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

AGREEMENT

THIS AGREEMENT, made and entered into this 30 day of July, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Life House, 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 August 25, 2025 and shall remain in effect until June 30, 2026, 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.** ECFE Parent Educator will attend parent group in collaboration with Life House staff once per week during the school year, except during school breaks and dependent on staff availability.

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 $0 hourly and $ 0 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: Jen Jaros ECFE, 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 Life House Attn: Ryan Irlbeck, 102 W 1st St, Duluth, MN 55805.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature — SSN/Tax ID Number: 41-1704840 — Date: 8-21-25

Program Director — Date: 8-21-25

ECFE Coordinator — Date: 8-27-2025

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

__x___ 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: 8.27.25

AGREEMENT

THIS AGREEMENT, made and entered into this 30 day of July, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Safe Haven Shelter, 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 August 25, 2025 and shall remain in effect until June 30, 2026, 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.** Duluth Public Schools Early Childhood Family Education (ECFE) licensed parent educator, Sarah Walker-Davis will meet every other week, when Duluth Public Schools are in session, with families throughout the school year to offer early childhood and parenting education information, resources and support. Sarah will work with Safe Haven staff to review any need for adjustment due to the needs of the families being served.

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 $0 hourly and $ 0 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: Jen Jaros ECFE, 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 Safe Haven Shelter, Attn: Ethan Powers, 414 W 1st St, Duluth, MN 55802.

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	41-1317462 SSN/Tax ID Number	08/18/2025 Date
Program Director		8/27/2025 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

__x___ 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	8.27.25 Date

MEMORANDUM OF UNDERSTANDING

Between the MAP Division, Behavioral Health Department, and the Duluth Public School District, ISD #709

I. BACKGROUND AND INTENT

This Memorandum of Understanding (MOU) is between Men as Peacemakers (MAP) and the Duluth Public Schools, Independent School District #709 (ISD 709).

WHEREAS, the sole purpose of this MOU is to encourage cooperation between Men as Peacemakers and ISD 709, and to further detail the separate and distinct roles and responsibilities of each party;

WHEREAS, ISD 709 desires to increase the capacity of their prevention services onsite at its schools;

WHEREAS, MAP desires to locate in ISD 709 to provide prevention services for students including

THEREFORE, MAP and ISD 709 agree that it is in the best interest of Children and their families attending school in ISD 709 to enter into an understanding;

This MOU is to enable and structure the collaboration between MAP and ISD 709 in its implementation of creating educational successes for children by providing quality, culturally appropriate prevention services to students with unmet social, emotional, behavioral/mental health needs.

II. ROLES AND RESPONSIBILITIES

Roles of MAP and ISD #709

It is understood that MAP and ISD 709 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 MAP

1. Communication and Coordination with ISD 709: MAP will meet with Duluth Public Schools Administrative staff and District Wide Mental Health Coordinator to plan a system of service delivery taking into consideration both the needs of MAP and ISD 709 quarterly. MAP staff may meet 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. MAP will ensure that programming does not conflict with necessary school scheduling such as specialists and academic scheduling without administrative permission. MAP will ensure that services do not interfere with students receiving federally mandated IEP services from Special Education staff.

2. Service Delivery: MAP will develop and execute onsite programming at Lincoln Park Middle School, Denfeld High School, and the Duluth Area Learning Center, as follows:
    a. **Prevention Programming:** MAP's BEST (Be Equal Safe and Trustworthy) for Youth program is an innovative, interactive gender-based violence prevention program that engages youth (grades 6-12) as change agents in their schools and communities, using their gifts, strengths, and influence to shape their physical and social environments. BEST integrates community wisdom with evidence-based primary prevention strategies and best practices in restorative justice. BEST aims to:
        - Increase student connectedness to their communities (a CDC-identified primary protective factor against all forms of harm and violence)
        - Equip students with practical skills to co-create thriving communities through relationships/mentoring, dialogue, and strengths-based interactive activities.
    b. **Conflict Resolution Support:** MAP will provide advocacy and support to students engaged in the ISD 709's conflict resolution process with the goal of helping students working towards restorative outcomes. ISD 709 may provide training to MAP staff to participate in the conflict resolution process.

3. Additional Programming: School personnel including school social workers, teachers, counselors and administrative staff may schedule consultations or training with the MAP staff, 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. Parent Permission: MAP agrees to obtain parental permission for those students who wish to participate. ISD 709 agrees to provide a room/space as needed, facilitate relationship-building between MAP and relevant school contacts, and will engage in regular check-ins with MAP to ensure that programming is meeting student need.

5. Student Rights and Expectations: Students served by MAP programming in the Duluth Public Schools are clients of MAP and are subject to the same rights and responsibilities as clients served onsite at any MAP facility.

6. Staffing and Liability: MAP will employ and be responsible for its employees placed at ISD 709 Schools. MAP will maintain appropriate professional liability insurance.

7. Data Collection, Records, and Confidential Information: MAP will maintain attendance records for students served by MAP programming. MAP may collect and maintain deidentified student demographic information for the purposes of grant reporting. MAP will share student information with school staff when needed to best meet the needs of the student, and only after obtaining a signed written release by the student/responsible parent.

Role of ISD 709

1. Meet with MAP administrative staff to plan a system of programming delivery.

2. Mental Health Coordinator will meet with Principals and school staff to inform them of services available. The Mental Health Coordinator will work with MAP staff to develop a system to link and connect students that may be in need of conflict resolution services. The team will meet quarterly, or as requested, with MAP administration or designated staff to review the working relationship in order to address any concerns and promote an active partnership.

3. To provide MAP with a private meeting space, if needed, for programming with access to a telephone and internet connection.

4. Upon parental permission and MAP's request, MAP will be provided student schedules in order to meet with students for programming.

5. Obtain parental permission before referring students to MAP for services.

Independent Contractor

Both ISD 709 and MAP agree that they will act as an independent contractor in the performance of its duties under this MOU. Nothing contained in this MOU 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 MOU.

Accordingly, MAP shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of MAP's activities in accordance with this MOU, 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.

III. REIMBURSEMENT

There is no cost to the student for the services. ISD 709 will contribute a total of $8,000 for MAP's services. Payment will be made at the completion of the 2025-2026 school year.

IV. GENERAL TERMS

Terms. This Memorandum of Understanding will begin effective the date of 9-2-25 and will continue on an ongoing annual basis unless either party provides written notice per the Termination clause below.

Confidentiality. MAP 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 MOU or required by law. Unauthorized disclosure of confidential information shall be considered a material breach of this MOU. 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.

Ownership of Materials. MAP owns all rights to programming and materials, but grants permission to ISD 709 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 MAP has provided, prepared, or utilized in performance of the terms of this MOU.

Background Check. *(applies to contractors working independent with students)*

MAP must provide an executed criminal history. MAP is precluded from performance of contract until the results of the criminal background check(s). If the MAP has already completed background checks for their business needs, MAP stipulates that the background checks are completed, current, and on file.

MAP also stipulates that any employees with disqualifying gross misdemeanor or felony will not work independently with ISD 709 students.

Indemnity and defense of the ISD 709. MAP hereby agrees to defend, indemnify and hold the ISD 709 harmless from all claims relating to its work pursuant to this MOU.

In the event that MAP breaches its obligation to defend, indemnify and hold ISD 709 harmless, then in addition to its other damages ISD 709 shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this MOU.

Notices. All notices to be given by MAP to ISD 709 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 ISD 709 to MAP shall be deemed to have been given by depositing the same in writing in the United States Mail to MAP. All notices to be given by MAP to ISD 709 shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Todd McGowan, 709 Portia Johnson Dr, Duluth, MN 55811

All notices to be given by ISD 709 to MAP shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Men as Peacemakers, Attn: Sarah Curtiss, 123 W Superior St, Duluth, MN 55802.

Assignment. MAP shall not in any way assign or transfer any of its rights, interests or obligations under this MOU in any way whatsoever without the prior written approval of the ISD 709.

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

Governing Laws. This MOU, 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 MOU 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. MAP 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 MOU.

Conflict of Interest and Fiduciary Duty. All contractors doing business with ISD 709 agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the ISD 709's website.

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

_____ **Date:** _____

Sarah Curtiss, Executive Director, Men as Peacemakers

Simone Zunich Date: 9.2.25

Simone Zunich, Executive Director of Business Services, ISD #709

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:

XXX 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	030	000	305	042
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

EMERSON COLLEGE
CLINICAL AFFILIATION AGREEMENT

This Clinical Affiliation Agreement (including all exhibits, attachments and appendices, the "Agreement"), effective as of [09.01.2025(the "Effective Date"), is by and between Emerson College, a Massachusetts non-profit educational corporation and its agents, employees, affiliates, invitees, or representatives (collectively, "Emerson") and [DULUTH PUBLIC SCHOOLS], a [MINNESOTA INDEPENDENT SCHOOL DISTRICT], and its agents, employees, affiliates, invitees, or representatives (collectively, the "Affiliate"). Emerson and Affiliate referred herein individually as a "Party"; collectively, as the "Parties".

RECITALS

WHEREAS, Emerson desires to engage Affiliate for the purpose of providing supervised, practical learning experiences in connection with a clinical program (the "Program") to students of Emerson (each a "Student" and collectively, the "Students"); and

WHEREAS, Affiliate is willing to participate in the Program in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Purpose. Emerson hereby engages Affiliate, and Affiliate hereby accepts such engagement, to participate in the Program pursuant to the terms and conditions set forth herein. The objective of the Agreement is to help the Students learn about, and engage and exhibit as appropriate, the following:

1.1 Role and responsibilities of the Student within the practice setting.

1.2 Assessments (both formal and informal, direct and dynamic) specific to the populations in that practice setting.

1.3 Treatment approaches/techniques that are evidence-based and appropriate for the populations in that practice setting.

1.4 Patient/client/family centered education and counseling appropriate to and within that practice setting.

1.5 Related disciplines within the practice setting and working collaboratively with patients/families and other team members to ensure an optimal outcome for the client.

1.6 Clinical problem-solving across age span, disorder, and setting.

1.7 Professional and clinical oral and written communication skills appropriate to that practice setting.

1.8 Cultural competency when working with patients/clients/families in all practice settings.

1.9 Adherence to ASHA's Code of Ethics and appropriate ethical behavior.

2. Program Structure; Telehealth Program Contingency.

2.1. Emerson and Affiliate agree that in the normal course of business, the Program will be conducted on-site by the Student at the Affiliate location consistent with all ASHA guidelines.

2.2. In the event of (a) a declared emergency by the federal government or the state government in which either Emerson or Affiliate are located, (b) a continued emergency circumstance in the discretion of either Party, or (c) for the health and safety of the Student as determined by either Party (each, an "Emergency Circumstance"), Emerson or Affiliate may determine to restrict or prohibit on-site placement of the Student at Affiliate.

2.2.1. If either Party decides to restrict or prohibit on-site placement of the Student in response to an Emergency Circumstance, Emerson may request that Affiliate permit the Student to engage in the Program remotely using telecommunication technologies ("Telehealth Program").

2.2.2. If Affiliate agrees to permit a Telehealth Program, the Telehealth Program will be subject to the following terms and conditions:

2.2.2.1. The Telehealth Program will continue for the duration of the time that Emerson is prohibiting on-site placements or until Affiliate allows on-site placements, whichever is later;

2.2.2.2. The Affiliate has or will establish telecommunication capabilities to facilitate telehealth services to its clients for which Students may engage in as part of the Telehealth Program;

2.2.2.3. Any such Telehealth Program shall comply with state licensing and telehealth practice laws as well as ASHA rules (which include compliance with the Council on Academic Accreditation and Council for Clinical Certification), guidelines or recommendations for internship or clinical programs, as either may be modified from time to time in consideration of any Emergency Circumstance;

2.2.2.4. Emerson shall instruct the Student to adhere to all Telehealth Program rules and procedures of the Affiliate made known to the Student, which are necessary for Affiliate to conduct telehealth services in accordance with any applicable laws or regulations; and

2.2.2.5. Student will continue to be covered by Emerson's professional liability insurance as set forth in this Agreement for the duration of such Telehealth Program.

2.3. If Affiliate permits a Telehealth Program in accordance with Section 2.2.2, the Parties will work cooperatively in close consultation to help facilitate the Telehealth Program for the Student. Accordingly, all references to "Program" in this Agreement will mean the "Telehealth Program" as herein defined and the terms of this Agreement will continue to apply in full force and effect to any such Telehealth Program as it would to the Program, provided such terms are not inconsistent with Section 2.2.

2.4. If Affiliate does not permit a Telehealth Program in accordance with Section 2.2.2 of this Agreement, either Party may terminate the Agreement immediately upon written notice to the other Party.

2.5. Affiliate recognizes that during the time of the COVID-19 pandemic or other Emergency Circumstance, there may be increased risk to a Student, employees of Affiliate, or individuals served by Affiliate as a result of or relating to the Student's in-person placement. Nevertheless, if (i) the Parties do not restrict or prohibit on-site placement pursuant to Section 2.2.1, and (ii) Affiliate and Student agree to pursue the on-site placement, then Emerson and Student will execute appropriate waivers for the Student to participate in the on-site placement. Affiliate acknowledges that Emerson may restrict or prohibit such on-site placement and terminate the Agreement if the Student does not execute applicable waivers.

3. Responsibilities of Emerson.

3.1. Program. Emerson shall be responsible for all academic and accreditation aspects of the Program.

Emerson shall maintain custody and control of all educational records and reports relating to Students' clinical learning experience in the Program. Emerson may withdraw any Student from the Program and/or assignment with Affiliate in Emerson's sole discretion.

3.2. Policies, Rules & Regulations of Affiliate. Emerson shall instruct Students participating in the Program (and faculty members, if applicable) to abide by the applicable lawful policies, rules and regulations of Affiliate made known to them during the Program.

3.3. Insurance. Emerson shall ensure that it maintains the following insurance with an AM Best rating of A-VII or better: (a) professional liability insurance covering students, interns and professional staff members in the amount of two million dollars ($2M USD) per claim and four million dollars ($4M USD) in the aggregate, and (b) general commercial liability insurance covering personal or bodily injury and property damages in the amount of one million dollars ($1M USD) per occurrence and three million dollars ($3M USD) in the aggregate.

3.4. Vaccinations. If requested by Affiliate, Emerson shall advise Students of their obligation to provide at their own expense, evidence of vaccinations, as applicable.

3.5. Background Checks. If reasonably requested by Affiliate, Emerson shall ensure that a background investigation of Students is conducted prior to their assignment to Affiliate.

3.6. Health Insurance. If requested by Affiliate, Emerson shall ensure that each Student participating in the Program is covered by health insurance.

4. Responsibilities of Affiliate.

4.1. Program Opportunities and Activities. Affiliate shall appoint an individual to supervise each Student (the "Student Supervisor"). Affiliate shall provide to Students opportunities for suitable clinical learning experiences and supervision consistent with the Program's curriculum and objectives, and shall complete such records and reports necessary for the conduct and evaluation of Student's participation in the Program. Upon request by the Student, Affiliate shall provide the Student with documentation or other information as required for the Student's submission to applicable licensing bodies or agencies.

4.2. Emergency Care. Affiliate acknowledges Emerson's interest in ensuring its Students receive medical care during an emergency at Affiliate, and Affiliate shall make emergency medical care available to Students at Student's expense in case of accident or illness and shall promptly notify Emerson of such medical care.

4.3. Withdrawal. Affiliate reserves the right to withdraw any Student or, if applicable, a faculty member of Emerson, from the Program with Affiliate if (i) the achievement, progress, adjustment, or health of such person does not warrant continuation in the Program; or (ii) the behavior of such person fails to conform to the applicable policies, rules or regulations of Affiliate. Except in unusual circumstances, Affiliate shall make reasonable efforts to consult with Emerson before withdrawing any Student.

4.4. Insurance. Affiliate shall ensure that it maintains (i) comprehensive commercial general liability insurance for personal or bodily injury and property damages of not less than one million dollars ($1M USD) per occurrence and three million dollars ($3M USD) in the aggregate and professional liability insurance in amounts, in each case, of not less than two million dollars ($2M USD) per claim and four million dollars ($4M USD) in the aggregate; or (ii) a program of self-insurance reasonably satisfactory to Emerson, in both cases covering the employees, officers, directors, agents and representatives of Affiliate. Evidence of such insurance or self-insurance reasonably satisfactory to Emerson shall be provided to Emerson upon request. Such insurance shall not be canceled without thirty (30) days' prior written notice to Emerson.

4.5. Indemnification. Affiliate agrees to defend, indemnify and hold harmless Emerson, its corporations, trustees, officers, employees, faculty, students, representatives and agents (collectively, the

"Indemnitees") from and against any and all claims, demands, suits, settlements, damages, losses, obligations, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees and expenses (collectively, "Losses") of any kind or nature paid or incurred by, imposed on, or asserted against the Indemnitees relating to, arising out of, directly or indirectly, or in connection with Affiliate's breach of this Agreement, negligence, or willful misconduct related in any way to this this Agreement or the Program; provided that the maximum aggregate liability under this provision shall not exceed the applicable insurance coverage or benefits set forth in this Agreement.

5. Term and Termination.

5.1. The term of this Agreement ("Term") shall be one (1) year commencing on the Effective Date, and shall automatically renew for successive one (1) year terms unless earlier terminated as set forth herein.

5.2. This Agreement may be terminated at any time with or without cause by either Party upon sixty (60) days' written notice; *provided, however*, that such notice shall not impair the activities of the Students then at the Affiliate and participating in the Program.

5.3. In the event of a material breach of this Agreement by either Party, the other Party may terminate this Agreement immediately upon written notice.

5.4. Notwithstanding the on-going nature of this Agreement, Emerson is not obligated to place a Student with Affiliate, and Affiliate is not obligated to accept a placement of a Student. Both placement and acceptance are at the complete discretion of the respective Party. Each student placement will be memorialized by a Student-Supervisor Agreement signed by both the Student and the Affiliate's Student Supervisor.

6. Education Records. If Affiliate obtains student "education records" as defined by the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C § 1232g; 34 C.F.R. § 99.3), Affiliate acknowledges that Affiliate is receiving such education records as an agent of Emerson and agrees to comply with FERPA with respect to such records. This section shall survive any cancellation or termination of this Agreement.

7. Confidentiality. The Parties agree to keep all non-public information shared between them, including but not limited to personal information about Students (including background checks, if any) and FERPA "education records," strictly confidential. This section shall survive any cancellation or termination of this Agreement.

8. Status of the Parties. Each Party to this Agreement shall be considered an independent contractor and this Agreement shall not create a relationship of a joint venture, employer and employee, principal and agent and the like. In no case shall Students in the Program replace or be deemed to be employees of Affiliate. All Students participating in the Program shall be, at all times, unpaid externs of Affiliate without expectation of or entitlement to compensation or employment benefits from Affiliate, including, without limitation, workman's compensation insurance benefits.

9. No Discrimination. In connection with the Program, neither Party shall discriminate against any person on the basis of gender or sex (including pregnancy), gender identity or expression, race, color, religion or religious creed, sexual orientation, national origin, ancestry, disability or handicap, age, genetics, marital status, veteran status and any other category protected by federal or state law, including but not limited to Title IX of the Education Amendments Act of 1972.

10. Compliance with Policies. Affiliate understands that the Students in the Program are subject to and protected by Emerson policies on academics and conduct. Affiliate agrees to cooperate with Emerson's actions taken or inquiries made pursuant to policies.

11. Use of Name; Public Disclosure. Unless Emerson provides prior written approval, Affiliate may not use the name of "Emerson" or any Emerson logo or mark; disclose the terms of this Agreement externally; or

communicate with members of the media or otherwise make any public announcement regarding the Program. Notwithstanding the foregoing, Affiliate may disclose the terms of this Agreement as required by law or to comply with a regulatory, accreditation, legal or financial reporting obligation. Affiliate may disclose the terms of this Agreement to legal, tax, or financial advisors. Nothing in this paragraph prevents Affiliate from stating that Students are enrolled in Emerson's program or from publicizing Students' placement if Students agree.

12. Notices. Any notices permitted or required by this Agreement shall be in writing and deemed made on the day such notices are sent via email, delivery receipt requested, to the other Party at the address set forth below or to such other persons and address as either Party may designate in writing:

If to the Affiliate: **Duluth Public Schools - ISD 709**
709 Portia Johnson Drive
Duluth MN 55811

If to Emerson: Emerson College
120 Boylston St. Boston, MA 02116
Attn: Melissa Spring
Email: melissa.spring@emerson.edu

With a copy to: Emerson College's Office of the General Counsel:
Email: kenneth_danton@emerson.edu

13. Assignment. The Parties bind themselves and their successors, assigns, and legal representatives to the other Party to the Agreement and to the successors and assigns of such other Party with respect to all covenants of the Agreement. Affiliate shall not assign or transfer any rights or obligations of Affiliate under this Agreement without the prior written consent of Emerson.

14. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflict of law principles. The Parties agree that disputes pertaining to this Agreement must be brought in state and federal courts in the Commonwealth of Massachusetts and will not contest venue or jurisdiction in those courts.

15. Entire Agreement; Amendment; Waiver. This Agreement and the exhibits attached hereto in this Agreement set forth the entire understanding between the Parties hereto regarding the subject matter hereof and may not be amended except by an instrument in writing signed by both Parties. Neither the failure nor delay by either Party to exercise any right, remedy, power or privilege under this Agreement shall operate or be construed as a waiver thereof, nor shall any waiver with respect to any occurrence be construed as a waiver with respect to any other occurrence.

<signature page to follow>

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

EMERSON COLLEGE

By: Nydia Bou

Title: Chair, CSD Department

Name: Nydia Bou

DULUTH PUBLIC SCHOOLS

By: Simone Zunich

Title: Exec. Dir. Finance & Business Services

Name: Simone Zunich - 09.02.2025

Region 7AA Facilities Use Agreement – 2025-2026

This Agreement is entered into on 9, 2. 25 (Date) by and between Minnesota State High School League and Region 7AA, and Denfeld High School (Host School).

The term of this agreement is August 1, 2025 through July 31, 2026.

WHEREAS, Region conducts playoff contests in various interscholastic athletic and arts activities and Host wishes to conduct and administer such contests.

NOW, THEREFORE, in consideration for the promises contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. When applicable, Host agrees to provide reasonable and necessary facilities (the "Facilities") to conduct Region contests at a date, time, and location to be determined once sub-section/section contest sites are determined. A specific contest facilities agreement shall be executed as soon as reasonably possible after sub-section/section contests sites are determined based on the usual and customary practice regarding fees, including but not limited to information from the Region 7AA Tournament Report Form. Host is responsible to comply with all federal, state, and local laws and regulations, including those relating to public health, safety, and welfare.

2. Host understands and acknowledges that during Region contests the Facilities are to be used exclusively for Region contests and are not to be shared with other events. Host agrees to comply with all MSHSL and Region bylaws, policies, and guidelines, including but not limited to those relating to media credentials, ticket pricing, passes, program/merchandise sales, televising, videotaping, audiotaping, web streaming, and any other electronic recording. MSHSL and Region reserves and retains the exclusive rights to any and all advertising, copyright, broadcast and other similar or related rights to the contests.

3. When applicable, Region shall be responsible for obtaining and compensating game officials and the tournament director/manager for the contest.

4. Subject to Paragraph 3, Host shall provide, manage, pay, and supervise all other personnel reasonably necessary to safely and properly conduct the contest, including for illustrative purposes only, ticket sellers/takers, announcers, concession workers, statisticians, time-clock/scoreboard operators, security personnel, custodial workers, and others deemed necessary to safely and properly conduct the contest. Host shall be solely responsible for compliance with all laws and regulations regarding payment for the labor and/or services of individuals hired by Host as part of its management responsibilities, including without limitation, compliance with IRS and Minnesota Department of Revenue regulations regarding income tax, FICA and other withholdings, the issuance of tax reports, and any and all other applicable federal, state, and local laws and regulations.

5. This Agreement cannot be transferred or assigned by Host to any other party without the express written consent of the Region.

6. Host agrees to indemnify, defend and hold harmless Region and its officers, agents, employees, board members, contractors, and volunteers from and against any and all claims, damages or allegations arising from or relating to this Facilities Use Agreement except for claims that arise from the gross negligence or intentional misconduct of Region or its agents. Region agrees to indemnify, defend and hold harmless Host and its officers, agents, employees, board members, contractors, and volunteers from and against any and all claims, damages or

allegations arising from or relating to this Facilities Use Agreement except for claims that arise from the gross negligence or intentional misconduct of Host or its agents.

7. Region may terminate this agreement immediately at any time it reasonably determines the Facilities are not adequate, safe, or otherwise suitable for the contests. Region may terminate this agreement by written notice if Host materially breaches this Agreement and such breach has not been cured within five (5) days of written notification.

8. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements or discussions. No changes to this Agreement will be valid or enforceable unless in writing and signed by all parties. The undersigned warrants and represents that he/she is authorized to enter into this agreement for and on behalf of Host.

9. The parties understand and agree that the invalidity or partial invalidity of any portion of this Agreement shall not invalidate the remainder of it, and the remainder shall remain in full force and effect. This Agreement is to be interpreted and enforced in accordance with the laws of the State of Minnesota.

10. This agreement will terminate on **July 31, 2026**.

This agreement is signed by the member school designee acting on the authority of the local school board.

School Name Denfeld High School.

Authorized Signer Name Jerome Zuniga

Title Exec. Dir. Finance, Business Services

Date 9.2.25

MSHSL Region **7AA**

Authorized Signer Name Thomas Lenarz

Title **Executive Secretary/Treasurer**

Date 9-1-25

Region 7AA Facilities Use Agreement – 2025-2026

This Agreement is entered into on 9.2.25 (Date) by and between Minnesota State High School League and Region 7AA, and East High School (Host School).
The term of this agreement is August 1, 2025 through July 31, 2026.

WHEREAS, Region conducts playoff contests in various interscholastic athletic and arts activities and Host wishes to conduct and administer such contests.

NOW, THEREFORE, in consideration for the promises contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. When applicable, Host agrees to provide reasonable and necessary facilities (the "Facilities") to conduct Region contests at a date, time, and location to be determined once sub-section/section contest sites are determined. A specific contest facilities agreement shall be executed as soon as reasonably possible after sub-section/section contests sites are determined based on the usual and customary practice regarding fees, including but not limited to information from the Region 7AA Tournament Report Form. Host is responsible to comply with all federal, state, and local laws and regulations, including those relating to public health, safety, and welfare.

2. Host understands and acknowledges that during Region contests the Facilities are to be used exclusively for Region contests and are not to be shared with other events. Host agrees to comply with all MSHSL and Region bylaws, policies, and guidelines, including but not limited to those relating to media credentials, ticket pricing, passes, program/merchandise sales, televising, videotaping, audiotaping, web streaming, and any other electronic recording. MSHSL and Region reserves and retains the exclusive rights to any and all advertising, copyright, broadcast and other similar or related rights to the contests.

3. When applicable, Region shall be responsible for obtaining and compensating game officials and the tournament director/manager for the contest.

4. Subject to Paragraph 3, Host shall provide, manage, pay, and supervise all other personnel reasonably necessary to safely and properly conduct the contest, including for illustrative purposes only, ticket sellers/takers, announcers, concession workers, statisticians, time-clock/scoreboard operators, security personnel, custodial workers, and others deemed necessary to safely and properly conduct the contest. Host shall be solely responsible for compliance with all laws and regulations regarding payment for the labor and/or services of individuals hired by Host as part of its management responsibilities, including without limitation, compliance with IRS and Minnesota Department of Revenue regulations regarding income tax, FICA and other withholdings, the issuance of tax reports, and any and all other applicable federal, state, and local laws and regulations.

5. This Agreement cannot be transferred or assigned by Host to any other party without the express written consent of the Region.

6. Host agrees to indemnify, defend and hold harmless Region and its officers, agents, employees, board members, contractors, and volunteers from and against any and all claims, damages or allegations arising from or relating to this Facilities Use Agreement except for claims that arise from the gross negligence or intentional misconduct of Region or its agents. Region agrees to indemnify, defend and hold harmless Host and its officers, agents, employees, board members, contractors, and volunteers from and against any and all claims, damages or

allegations arising from or relating to this Facilities Use Agreement except for claims that arise from the gross negligence or intentional misconduct of Host or its agents.

7. Region may terminate this agreement immediately at any time it reasonably determines the Facilities are not adequate, safe, or otherwise suitable for the contests. Region may terminate this agreement by written notice if Host materially breaches this Agreement and such breach has not been cured within five (5) days of written notification.

8. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements or discussions. No changes to this Agreement will be valid or enforceable unless in writing and signed by all parties. The undersigned warrants and represents that he/she is authorized to enter into this agreement for and on behalf of Host.

9. The parties understand and agree that the invalidity or partial invalidity of any portion of this Agreement shall not invalidate the remainder of it, and the remainder shall remain in full force and effect. This Agreement is to be interpreted and enforced in accordance with the laws of the State of Minnesota.

10. This agreement will terminate on **July 31, 2026**.

This agreement is signed by the member school designee acting on the authority of the local school board.

School Name East High School

Authorized Signer Name Erinne Zunich

Title Exec. Dir. Finance, Business Services

Date 9.2.25

MSHSL Region **7AA**

Authorized Signer Name Thomas Lenarz

Title **Executive Secretary/Treasurer**

Date 9-1-25

Grant Applications

August 2025

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
Hospitality Minnesota Education Foundation	Adam Wisocki	Duluth East Culinary Arts	$3,500.00	These are 3 reimbursement grants in the following categories; Equipment and Supply reimbursement $1,500.00, ProStart ServSafe Certification reimbursement $1,500.00, Food reimbursement $500.00.

Change Orders Signed
August 2025

For your information, the Superintendent or the Executive Director of Business Services has signed the following no cost contracts during the above timeframe:

Contractor Name	**Contract Source**	**Description**
Design Tree	Facilities	Design Tree Engineering will provide additional engineering services for DNT ISD 709 Educational Center (+$7,500.00)
WTG Terrazzo & Tile Inc.	Facilities	Upgrade Polish Level & Seal (+9,450.00)
WTG Terrazzo & Tile Inc.	Facilities	Owner Supplies Seal (-$750.00)
Superior Masonry Inc.	Facilities	Order new metal decking to space the gap under concrete at EHS. The existing decking was too weak and deteriorated. (+$1,200.00)

August 10, 2025

Bryan Brown – Facilities Manager
Duluth Public School District 709
Via email: bryan.brown@isd709.org

RE: Duluth News Tribune Building Renovation – Structural Additional Services Proposal

Dear Mr. Brown:

Thank you for the continued opportunity to work with you on the Duluth News Tribune Building Renovation into a new ISD 709 Education Center. We would like to request additional services related to the project based on additional structural engineering scope of work to evaluate the structural impact on proposed re-roofing of the entire existing roof (multiple buildings) for the subject project. This work represents an additional structural scope as no changes to typical roof framing were anticipated until the Owner elected to re-roof the building(s). Our scope of work includes the following:

- Site visit on 6/18/2025 to observe and document existing structural roof framing conditions and member sizes
- Evaluate existing roof structural members to verify capacity for support of existing and proposed new dead loads, code-required live (snow) loads and new (or relocated) mechanical equipment loads.
- Modify structural roof framing plans to document existing conditions and identify areas that currently require reinforcing.
- Identify areas within the existing roof framing that the contractor must conduct additional field observations to confirm assumptions. Additional reinforcing resulting from these observations should not be ruled out.
- Design and detail new roof openings and existing roof infills resulting from MEP and roofing changes.
- Design and detail new reinforcing as required to accommodate new loads; we do not anticipate a second phase of work to address required reinforcing, as the scope of work is currently minimized.
- Construction administration phase work associated with these tasks.

Fees for Proposed Services

Design Tree Engineering will provide additional engineering services as listed below for the lump sum fee:

Professional Engineering Services

Added Structural scope:	*$7,500.00*
Total Lump Sum Fee:	**$7,500.00**

Project Schedule

1. The anticipated project schedule will have final CD documents available for bidding by August 6, 2025.

If you have any questions or see a need for modifying the above services, please feel free to contact our office. When you find this proposal is acceptable, please sign and date the space below and return to our office.

Sincerely,

DESIGN TREE ENGINEERING & LAND SURVEYING

Paul E. Quirin, P.E.
Mechanical Team Leader
Phone: 763-270-6304
Email: **peq@DTE-LS.com**

Acceptance of Proposal:
The total proposed fee amount of $7,500.00 is accepted and I hereby authorize Design Tree Engineering to proceed with the proposed work contained in this proposal.

Signature

Facilities Manager — 8/11/2025
Title — Date

WTG Terrazzo & Tile Inc.

PCCO #001

Project: 1-25-0029 - Denfeld High School
401 N. 44th Street
Duluth, Minnesota 55807

Prime Contract Change Order #001: CE #001 - 800grit 3M Trizact Polish Level & Seal

TO:	**Independent School District #709 Duluth Public Schools** 709 Portia Johnson Drive Duluth, Minnesota 55811	**FROM:**	**WTG Terrazzo & Tile, Inc.** 12100 Riverwood Drive Burnsville, Minnesota 55337-1545
DATE CREATED:	8/18/2025	**CREATED BY:**	Tony Grazzini **(WTG Terrazzo & Tile, Inc.)**
CONTRACT STATUS:	Approved	**REVISION:**	0
REQUEST RECEIVED FROM:	Jeremy DeGraef	**LOCATION:**	
DESIGNATED REVIEWER:	Tony Grazzini **(WTG Terrazzo & Tile, Inc.)**	**REVIEWED BY:**	
DUE DATE:	08/22/2025	**REVIEW DATE:**	08/19/2025
INVOICED DATE:		**PAID DATE:**	
REFERENCE:		**CHANGE REASON:**	Client Request
PAID IN FULL:	No	**EXECUTED:**	No
ACCOUNTING METHOD:	Amount Based	**SCHEDULE IMPACT:**	1 day
SIGNED CHANGE ORDER RECEIVED DATE:		**REVISED SUBSTANTIAL COMPLETION DATE:**	
FIELD CHANGE:	No	**CONTRACT FOR:**	1:Terrazzo Repair & Refinishing
		TOTAL AMOUNT:	$9,450.00

DESCRIPTION:
CE #001 - 800grit 3M Trizact Polish Level & Seal
To upgrade the terrazzo finish on the "refinishing" to an 800-grit polish level with three (3) coats of 3M Scotchguard Stone Protector Seal and burnishing, in lieu of the 400-grit polish level & water-based acrylic seal originally quoted.

ATTACHMENTS:

CHANGE ORDER LINE ITEMS:

#	Budget Code	Description	Amount
1		Upgrade Polish Level & Seal (800grit & 3M Scotchguard)	$9,450.00
		Grand Total:	**$9,450.00**

The original (Contract Sum)	$76,410.00
Net change by previously authorized Change Orders	$0.00
The contract sum prior to this Change Order was	$76,410.00
The contract sum will be increased by this Change Order in the amount of	$9,450.00
The new contract sum including this Change Order will be	$85,860.00
The contract time will be increased by this Change Order by 1 day.	

Independent School District #709 Duluth Public Schools		**WTG Terrazzo & Tile, Inc.**
709 Portia Johnson Drive		12100 Riverwood Drive
Duluth, Minnesota 55811		Burnsville, Minnesota 55337-1545
	8/19/2025	
SIGNATURE **DATE**	**SIGNATURE** **DATE**	**SIGNATURE** **DATE**

WTG Terrazzo & Tile Inc.

PCCO #002

Project: 1-25-0029 - Denfeld High School
401 N. 44th Street
Duluth, Minnesota 55807

Prime Contract Change Order #002: CE #002 - Credit for Owner Supplied Seal

TO:	**Independent School District #709 Duluth Public Schools** 709 Portia Johnson Drive Duluth, Minnesota 55811	**FROM:**	**WTG Terrazzo & Tile, Inc.** 12100 Riverwood Drive Burnsville, Minnesota 55337-1545
DATE CREATED:	8/18/2025	**CREATED BY:**	Tony Grazzini **(WTG Terrazzo & Tile, Inc.)**
CONTRACT STATUS:	Approved	**REVISION:**	0
REQUEST RECEIVED FROM:	Jeremy DeGraef	**LOCATION:**	
DESIGNATED REVIEWER:	Tony Grazzini **(WTG Terrazzo & Tile, Inc.)**	**REVIEWED BY:**	
DUE DATE:	08/22/2025	**REVIEW DATE:**	08/19/2025
INVOICED DATE:		**PAID DATE:**	
REFERENCE:		**CHANGE REASON:**	Client Request
PAID IN FULL:	No	**EXECUTED:**	**No**
ACCOUNTING METHOD:	Amount Based	**SCHEDULE IMPACT:**	
SIGNED CHANGE ORDER RECEIVED DATE:		**REVISED SUBSTANTIAL COMPLETION DATE:**	
FIELD CHANGE:	No	**CONTRACT FOR:**	1:Terrazzo Repair & Refinishing
		TOTAL AMOUNT:	($750.00)

DESCRIPTION:
CE #002 - Credit for Owner Supplied Seal
Denfeld High School custodial staff had units of Seal that were available for WTG to use on the refinishing of the terrazzo work. This is a credit back to the school for the material that was used by the WTG team.

ATTACHMENTS:

CHANGE ORDER LINE ITEMS:

#	Budget Code	Description	Amount
1		Owner Supplied Seal (3M Scotchguard Stone Protector Seal)	$(750.00)
		Grand Total:	**$(750.00)**

The original (Contract Sum)	$76,410.00
Net change by previously authorized Change Orders	$9,450.00
The contract sum prior to this Change Order was	$85,860.00
The contract sum will be decreased by this Change Order in the amount of	($750.00)
The new contract sum including this Change Order will be	$85,110.00
The contract time will not be changed by this Change Order.	

	Independent School District #709 Duluth Public Schools 709 Portia Johnson Drive Duluth, Minnesota 55811	**WTG Terrazzo & Tile, Inc.** 12100 Riverwood Drive Burnsville, Minnesota 55337-1545
SIGNATURE DATE	**SIGNATURE** 8/19/2025 DATE	**SIGNATURE** DATE

Superior Masonry Inc.

DBA Bedrock Flint

4204 Enterprise Circle, Duluth, MN 55811 | Phone. 218.720.3948

Construction Change Order

Dated: 8/22/2025

Attention: ISD 709 Purchasing

Project: 2518- East High School

Scope of Work:

Order new Metal Decking to space the gap under the concrete. The existing decking was too weak and deteriorated.

Price: $1,200.00

Breakdown
Labor: $0.00
Materials: $1,200.00

Name: Travis Stolp

Title: President

Date: 8/22/25

8/25/2025

Policy Committee Meeting
Duluth Public Schools, ISD 709
Agenda
Thursday, September 11, 2025
District Services Center
709 Portia Johnson Dr.
Duluth, MN 55811
4:30 PM

1. **AGENDA ITEMS**
2. **POLICIES FOR FIRST READING**
   - A. 301 School District Administration (replacing 2055 Quality of Work Life-Philosophy; *see below in Policies to be Considered for Deletion*) 2
   - B. 305 Policy Implementation (replacing 2070 Policies, Regulations and Bylaws; *see below in Policies to be Considered for Deletion*) 3
3. **POLICIES FOR SECOND READING**
   - A. 501 Weapons Policy 4
4. **POLICIES FOR REVIEW**
   - A. 806 Crisis Management Policy 20
   - B. 503 Student Attendance 45
   - C. 606.5 Library Materials 69
   - D. 602 Organization of School Calendar and School Day 87
5. **POLICIES TO BE CONSIDERED FOR DELETION**
   - A. 2000 Series 94
6. **REGULATIONS - Informational**
7. **OTHER**

Adopted:_____ *MSBA/MASA Model Policy 301*
Orig. 1995
Revised:_____ *Rev. 2022*

301 SCHOOL DISTRICT ADMINISTRATION

I. PURPOSE

The purpose of this policy is to clarify the role of the school district administration and its relationship with the school board.

II. GENERAL STATEMENT OF POLICY

A. Effective administration and sound management practices are essential to realizing educational excellence. It is the responsibility of the school district administration to develop a school environment that recognizes the dignity of each student and employee, and the right of each student to access educational programs and services equitably.

B. The school board expects all activities related to school district operations to be administered in a well-planned manner, conducted in an orderly fashion, and to be consistent with the policies of the school board.

C. The school board shall seek specific recommendations, background information and professional advice from the school district administration and will hold the administration accountable for sound management of the schools.

D. Although the school board holds the superintendent ultimately responsible for administration of the school district and annual evaluation of each principal, the school board also recognizes the direct responsibility of principals for educational results and effective administration, supervisory, and instructional leadership at the school building level.

E. The school board and school administration shall work together to share information and decisions that best serve the needs of school district students within financial and facility constraints that may exist.

Legal References: Minn. Stat. § 123B.143 (Superintendent)
Minn. Stat. § 123B.147 (Principals)

Cross References: None

Adopted:_____

Revised:_____

MSBA/MASA Model Policy 305
Orig. 1995
Rev. 2022

305 POLICY IMPLEMENTATION

I. PURPOSE

The purpose of this policy is to clarify the responsibility of the school administration for implementation of school district policy.

II. GENERAL STATEMENT OF POLICY

A. It shall be the responsibility of the superintendent to implement school district policy and to recommend additions or modifications thereto. The administration is authorized to develop procedures, guidelines, and directives to effectuate the implementation of school district policies. These procedures, guidelines, and directives shall not be inconsistent with said policies. At least annually, these written procedures, guidelines, and directives shall be presented to the school board for review.

B. Employee and student handbooks shall be subject to annual review and approval by the school board.

C. School principals and other administrators who have handbook responsibilities shall present recommended changes necessary to reflect new or modified policies. Changes of substance within handbooks shall be reviewed by the superintendent to assure compliance with school district policy and shall be approved by the school board.

Legal References: Minn. Stat. § 123B.143 (Superintendent)

Cross References: MSBA/MASA Model Policy 208 (Development, Adoption, and Implementation of Policies)

501 SCHOOL WEAPONS POLICY

[Note: School districts are required by statute to have a policy addressing these issues. ATTENTION: This policy incorporates certain provisions of the Minnesota Citizens' Personal Protection Act (often referred to as the "conceal and carry" law).]

I. PURPOSE

The purpose of this policy is to assure a safe school environment for students, staff and the public. Establishing a weapons free school zone is one element of creating a safe environment. Duluth Public Schools promotes the safe storage of guns in accordance with School Board Resolution for the safe storage of weapons.

II. GENERAL STATEMENT OF POLICY

No student or non-student, including adults and visitors, shall possess, use or distribute a weapon when in a school location except as provided in this policy. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school employee, volunteer, or member of the public who violates this policy.

III. DEFINITIONS

~~D~~A. "Dangerous Weapon" means any firearm, whether loaded or unloaded, or any device designed as a weapon and capable of producing death or great bodily harm, any combustible or flammable liquid or other device or instrumentality that, in the manner it is used or intended to be used, is calculated or likely to produce death or great bodily harm, or any fire that is used to produce death or great bodily harm. As used in this definition, "flammable liquid" means any liquid having a flash point below 100 degrees Fahrenheit and having a vapor pressure not exceeding 40 pounds per square inch (absolute) at 100 degrees Fahrenheit but does not include intoxicating liquor. As used in this subdivision, "combustible liquid" is a liquid having a flash point at or above 100 degrees Fahrenheit.

~~C~~B. "Possession" means having a weapon on one's person or in an area subject to one's control in a school location.

BC. "School Location" includes any school building or grounds, whether leased, rented, owned or controlled by the school, locations of school activities or trips, bus stops, school buses or school vehicles, school-contracted vehicles, the area of entrance or departure from school premises or events, all locations where school-related functions are conducted, and anywhere students are under the jurisdiction of the school district.

~~A~~D. "Weapon"

1. A "weapon" means any object, device or instrument designed as a weapon or through its use is capable of threatening or producing bodily harm or which may be used to inflict self-injury including, but not limited to, any firearm, whether loaded or unloaded; air guns; pellet guns; BB guns; all knives; blades; clubs; metal knuckles; nunchucks; throwing stars; explosives; fireworks; mace and other propellants; stun guns; ammunition; poisons; chains; arrows; and objects that have been modified to serve as a weapon.

2. No person shall possess, use or distribute any object, device or instrument having the appearance of a weapon and such objects, devices or instruments shall be treated as weapons including, but not limited to, weapons listed above which are broken or non-functional, look-alike guns; toy guns; and any object that is a facsimile of a real weapon.

3. No person shall use articles designed for other purposes (i.e., lasers or laser

pointers, belts, combs, pencils, files, scissors, etc.), to inflict bodily harm and/or intimidate and such use will be treated as the possession and use of a weapon.

[NOTE: In June 2025, MSBA organized these definitions in alphabetical order.]

IV. EXCEPTIONS

A. A student who finds a weapon on the way to school or in a school location, or a student who discovers that he or she accidentally has a weapon in his or her possession, and takes the weapon immediately to the principal's office shall not be considered to possess a weapon. If it would be impractical or dangerous to take the weapon to the principal's office, a student shall not be considered to possess a weapon if he or she immediately turns the weapon over to an administrator, teacher or head coach or immediately notifies an administrator, teacher or head coach of the weapon's location.

B. It shall not be a violation of this policy if a non-student (or student where specified) falls within one of the following categories:

1. Active licensed peace officers;

2. Military personnel, or students or non-students participating in military training, who are on duty performing official duties;

3. Persons authorized to carry a pistol under ~~Minn.~~ Minnesota ~~Stat. §~~ Statute section 624.714 while in a motor vehicle or outside of a motor vehicle for the purpose of directly placing a firearm in, or retrieving it from, the trunk or rear area of the vehicle;

4. Persons who keep or store in a motor vehicle pistols in accordance with ~~Minn. Stat. §§~~ Minnesota Statute section 624.714 or 624.715 or other firearms in accordance with ~~§~~ Minnesota Statute section 97B.045;

   a. Section 624.714 specifies procedures and standards for obtaining pistol permits and penalties for the failure to do so. Section 624.715 defines an exception to the pistol permit requirements for "antique firearms which are carried or possessed as curiosities or for their historical significance or value."

   b. Section 97B.045 generally provides that a firearm may not be transported in a motor vehicle unless it is (1) unloaded and in a gun case without any portion of the firearm exposed; (2) unloaded and in the closed trunk; or (3) a handgun carried in compliance with ~~§§~~ sections 624.714 and 624.715.

5. ~~Firearm safety or marksmanship courses or activities for students or non-students conducted on school property;~~

6. Possession of dangerous weapons, BB guns, or replica firearms by a ceremonial color guard;

7. ~~A gun or knife show held on school property;~~

8. ~~Possession of dangerous weapons, BB guns, or replica firearms with written permission of the principal or other person having general control and~~

~~supervision of the school or the director of a child care center; or~~

9. ~~Persons who are on unimproved property owned or leased by a child care center, school or school district unless the person knows that a student is currently present on the land for a school-related activity.~~

[Note: Nothing prevents a school district from being more stringent in its weapons policy with respect to students and school district employees than the criminal law, except that the school district may not prohibit the lawful carry or possession of firearms in a parking facility or parking area. Although some school districts may choose to incorporate all of the exceptions to the criminal law, other school districts may choose either not to incorporate some or all of the exceptions or to further limit them. For example, a school district may choose to require written permission from the superintendent, not just a principal, for someone to possess a dangerous weapon in a school location. This would impose a more stringent requirement than the exceptions to the general prohibition of having a weapon on school grounds set forth in Minnesota Statutes, section 609.66, Subdivision 1d (f) listed in Section IV.B. above. However, a school district may not regulate firearms, ammunition, or their respective components, when possessed or carried by nonstudents or nonemployees, in a manner that is inconsistent with Minnesota Statutes, section 609.66, Subdivision 1d.]

C. Policy Application to Instructional Equipment/Tools

While the school district does not allow the possession, use, or distribution of weapons by students or non-students, such a position is not meant to interfere with instruction or the use of appropriate equipment and tools by students or non-students. Such equipment and tools, when properly possessed, used, and stored, shall not be considered in violation of the rule against the possession, use, or distribution of weapons. However, when authorized instructional and work equipment and tools are used in a potentially dangerous or threatening manner, such possession and use will be treated as the possession and use of a weapon.

D. Firearms in School Parking Lots and Parking Facilities

1. A school district may not prohibit the lawful carry or possession of firearms in a school parking lot or parking facility. For purposes of this policy, the "lawful" carry or possession of a firearm in a school parking lot or parking facility is specifically limited to non-student permit-holders authorized under ~~Minn. Stat. §~~ Minnesota Statute section 624.714 to carry a pistol in the interior of a vehicle or outside the motor vehicle for the purpose of directly placing a firearm in, or retrieving it from, the trunk or rear area of the vehicle. Any possession or carry of a firearm beyond the immediate vicinity of a permit-holder's vehicle shall constitute a violation of this policy.

2. An employee who is a permit-holder authorized under Minn. Stat. § 624.714 to carry a pistol in the interior of a vehicle or outside the motor vehicle for the purpose of directly placing a firearm in, or retrieving it from, the trunk or rear area of the vehicle must receive written permission from the Superintendent/designee; furthermore, the firearm must have a trigger lock and be stored in a locked container or locked compartment of the vehicle.

V. CONSEQUENCES FOR STUDENT WEAPON POSSESSION/USE/ DISTRIBUTION

A. The school district does not allow the possession, use, or distribution of weapons by students. Consequently, the minimum consequence for students willfully possessing, using, or distributing weapons shall include:

1. Immediate out-of-school suspension;

2. Confiscation of the weapon;

3. Immediate notification of police;

4. Parent or guardian notification; and

5. Recommendation to the Superintendent of dismissal for a period of time not to exceed one year.

B. Pursuant to Minnesota law, a student who brings a firearm, as defined by federal law, to school will be expelled for at least one year. The school board may modify this requirement on a case-by-case basis.

C. The building principal shall, as soon as practicable, refer to the criminal justice or juvenile delinquency system, as appropriate, a student who brings a firearm to school unlawfully.

~~C~~D. Administrative Discretion

While the school district does not allow the possession, use, or distribution of weapons by students, the Superintendent or designee may use discretion in determining whether, under the circumstances, a course of action other than the minimum consequences specified above is warranted. If so, other appropriate action may be taken, including consideration of a recommendation for lesser discipline.

VI. CONSEQUENCES FOR WEAPON POSSESSION/USE/DISTRIBUTION BY NONSTUDENTS

A. Employees

1. An employee who violates the terms of this policy is subject to disciplinary action, including nonrenewal, suspension, or discharge as deemed appropriate by the school board.

2. Sanctions against employees, including nonrenewal, suspension, or discharge shall be pursuant to and in accordance with applicable statutory authority, collective bargaining agreements, and school district policies.

3. When an employee violates the weapons policy, law enforcement may be notified, as appropriate.

[Note: An employer may establish policies that restrict the carry or possession of firearms by its employees while acting in the course and scope of employment. Employment-related sanctions may be invoked for a violation. Thus, for example, reasonable limitations may be imposed on the method of storing firearms by permit-holding employees while at work or performing employment-related duties. Reasonable limitations may include requiring firearms to have trigger locks and to be stored in a locked container or locked compartment of the vehicle.]

B. Other Non-Students

1. Any member of the public who violates this policy shall be informed of the policy and asked to leave the school location. Depending on the circumstances, the person may be barred from future entry to school locations. In addition, if

the person is a student in another school district, that school district may be contacted concerning the policy violation.

2. If appropriate, law enforcement will be notified of the policy violation by the member of the public and may be asked to provide an escort to remove the member of the public from the school location.

VII. REPORTS OF DANGEROUS WEAPON AND ACTIVE SHOOTER INCIDENTS IN SCHOOL ZONES

A. The school district must electronically report to the ~~Minnesota~~ Commissioner of the Minnesota Department of Education ("Commissioner") incidents involving the use or possession of a dangerous weapon in school zones, as required under Minnesota Statutes section 121A.06.

B. The school district must electronically file an after-action review report for active shooter incidents and active shooter threats to the Minnesota Fusion Center as required under Minnesota Statutes, section 121A.06.

1. "Active shooter incident" means an event involving an armed individual or individuals on campus or an armed assailant in the immediate vicinity of the school.

2. "Active shooter threat" means a real or perceived threat that an active shooter incident will occur.

[NOTE: The 2025 Minnesota legislature enacted the addition to 2.c (Session Law Chapter 35)].

Legal References:
Minn. Stat. § 97B.045 (~~Transportation of~~ Transporting Firearms)
Minn. Stat. § 121A.05 (~~Referral to Police~~ Policy to Refer Firearms Possessor)
Minn. Stat. § 121A.06 (Reports of Dangerous Weapon Incidents in School Zones)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.44 (Expulsion for Possession of Firearm)
Minn. Stat. § 152.01, subd. 14(a) (Definition of a School Zone)
Minn. Stat. § 609.02, Subd. 6 (Definition of Dangerous Weapon)
Minn. Stat. § 609.605 (Trespass)
Minn. Stat. § 609.66 (Dangerous Weapons)
Minn. Stat. § 624.714 (Carrying of Weapons without Permit; Penalties)
Minn. Stat. § 624.715 (Exemptions; Antiques and Ornaments)
18 U.S.C. § 921 (Definition of Firearm)
In re C.R.M. 611 N.W.2d 802 (Minn. 2000)
In re A.D., 883 N.W.2d 251 (Minn. 2016)

Cross References:
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 525 (Violence Prevention)
MSBA/MASA Model Policy 903 (Visitors to School District Buildings and Sites)

First Reading: 2/26/2019
Adopted: 4/23/2019 ISD 709

501 SCHOOL WEAPONS POLICY

I. PURPOSE

The purpose of this policy is to assure a safe school environment for students, staff and the public. Establishing a weapons free school zone is one element of creating a safe environment. Duluth Public Schools promotes the safe storage of guns in accordance with School Board Resolution for the safe storage of weapons.

II. GENERAL STATEMENT OF POLICY

No student or non-student, including adults and visitors, shall possess, use or distribute a weapon when in a school location except as provided in this policy. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school employee, volunteer, or member of the public who violates this policy.

III. DEFINITIONS

A. "Dangerous Weapon" means any firearm, whether loaded or unloaded, or any device designed as a weapon and capable of producing death or great bodily harm, any combustible or flammable liquid or other device or instrumentality that, in the manner it is used or intended to be used, is calculated or likely to produce death or great bodily harm, or any fire that is used to produce death or great bodily harm. As used in this definition, "flammable liquid" means any liquid having a flash point below 100 degrees Fahrenheit and having a vapor pressure not exceeding 40 pounds per square inch (absolute) at 100 degrees Fahrenheit but does not include intoxicating liquor. As used in this subdivision, "combustible liquid" is a liquid having a flash point at or above 100 degrees Fahrenheit.

B. "Possession" means having a weapon on one's person or in an area subject to one's control in a school location.

C. "School Location" includes any school building or grounds, whether leased, rented, owned or controlled by the school, locations of school activities or trips, bus stops, school buses or school vehicles, school-contracted vehicles, the area of entrance or departure from school premises or events, all locations where school-related functions are conducted, and anywhere students are under the jurisdiction of the school district.

D. "Weapon"

1. A "weapon" means any object, device or instrument designed as a weapon or through its use is capable of threatening or producing bodily harm or which may be used to inflict self-injury including, but not limited to, any firearm, whether loaded or unloaded; air guns; pellet guns; BB guns; all knives; blades; clubs; metal knuckles; nunchucks; throwing stars; explosives; fireworks; mace and other propellants; stun guns; ammunition; poisons; chains; arrows; and objects that have been modified to serve as a weapon.

2. No person shall possess, use or distribute any object, device or instrument having the appearance of a weapon and such objects, devices or instruments shall be treated as weapons including, but not limited to, weapons listed above which are broken or non-functional, look-alike guns; toy guns; and any object that is a facsimile of a real weapon.

3. No person shall use articles designed for other purposes (i.e., lasers or laser pointers, belts, combs, pencils, files, scissors, etc.), to inflict bodily harm and/or intimidate and such use will be treated as the possession and use of a weapon.

IV. EXCEPTIONS

A. A student who finds a weapon on the way to school or in a school location, or a student who discovers that he or she accidentally has a weapon in his or her possession, and takes the weapon immediately to the principal's office shall not be considered to possess a weapon. If it would be impractical or dangerous to take the weapon to the principal's office, a student shall not be considered to possess a weapon if he or she immediately turns the weapon over to an administrator, teacher or head coach or immediately notifies an administrator, teacher or head coach of the weapon's location.

B. It shall not be a violation of this policy if a non-student (or student where specified) falls within one of the following categories:

1. Active licensed peace officers;

2. Military personnel, or students or non-students participating in military training, who are on duty performing official duties;

3. Persons authorized to carry a pistol under Minnesota Statute section 624.714 while in a motor vehicle or outside of a motor vehicle for the purpose of directly placing a firearm in, or retrieving it from, the trunk or rear area of the vehicle;

4. Persons who keep or store in a motor vehicle pistols in accordance with Minnesota Statute section 624.714 or 624.715 or other firearms in accordance with Minnesota Statute section 97B.045;

   a. Section 624.714 specifies procedures and standards for obtaining pistol permits and penalties for the failure to do so. Section 624.715 defines an exception to the pistol permit requirements for "antique firearms which are carried or possessed as curiosities or for their historical significance or value."

   b. Section 97B.045 generally provides that a firearm may not be transported in a motor vehicle unless it is (1) unloaded and in a gun case without any portion of the firearm exposed; (2) unloaded and in the closed trunk; or (3) a handgun carried in compliance with sections 624.714 and 624.715.

5. Possession of dangerous weapons, BB guns, or replica firearms by a ceremonial color guard;

A. <u>Policy Application to Instructional Equipment/Tools</u>

While the school district does not allow the possession, use, or distribution of weapons by students or non-students, such a position is not meant to interfere with instruction or the use of appropriate equipment and tools by students or non-students. Such equipment and tools, when properly possessed, used, and stored, shall not be considered in violation of the rule against the possession, use, or distribution of weapons. However, when authorized instructional and work equipment and tools are used in a potentially dangerous or threatening manner, such possession and use will be treated as the possession and use of a weapon.

D. <u>Firearms in School Parking Lots and Parking Facilities</u>

1. A school district may not prohibit the lawful carry or possession of firearms in a school parking lot or parking facility. For purposes of this policy, the "lawful" carry or possession of a firearm in a school parking lot or parking facility is specifically limited to non-student permit-holders authorized under Minnesota Statute section 624.714 to carry a pistol in the interior of a vehicle or outside the motor vehicle for the purpose of directly placing a firearm in, or retrieving it from, the trunk or rear area of the vehicle. Any possession or carry of a firearm beyond the immediate vicinity of a permit-holder's vehicle shall constitute a violation of this policy.

2. An employee who is a permit-holder authorized under Minnesota Statute 624.714 to carry a pistol in the interior of a vehicle or outside the motor vehicle for the purpose of directly placing a firearm in, or retrieving it from, the trunk or rear area of the vehicle must receive written permission from the Superintendent/designee; furthermore, the firearm must have a trigger lock and be stored in a locked container or locked compartment of the vehicle.

V. CONSEQUENCES FOR STUDENT WEAPON POSSESSION/USE/ DISTRIBUTION

A. The school district does not allow the possession, use, or distribution of weapons by students. Consequently, the minimum consequence for students willfully possessing, using, or distributing weapons shall include:

1. Immediate out-of-school suspension;

2. Confiscation of the weapon;

3. Immediate notification of police;

4. Parent or guardian notification; and

5. Recommendation to the Superintendent of dismissal for a period of time not to exceed one year.

B. Pursuant to Minnesota law, a student who brings a firearm, as defined by federal law, to school will be expelled for at least one year. The school board may modify this requirement on a case-by-case basis.

C. The building principal shall, as soon as practicable, refer to the criminal justice or juvenile delinquency system, as appropriate, a student who brings a firearm to school unlawfully.

D. Administrative Discretion

While the school district does not allow the possession, use, or distribution of weapons by students, the Superintendent or designee may use discretion in determining whether, under the circumstances, a course of action other than the minimum consequences specified above is warranted. If so, other appropriate action may be taken, including consideration of a recommendation for lesser discipline.

VI. CONSEQUENCES FOR WEAPON POSSESSION/USE/DISTRIBUTION BY NONSTUDENTS

A. Employees

1. An employee who violates the terms of this policy is subject to disciplinary action, including nonrenewal, suspension, or discharge as deemed appropriate

by the school board.

2. Sanctions against employees, including nonrenewal, suspension, or discharge shall be pursuant to and in accordance with applicable statutory authority, collective bargaining agreements, and school district policies.

3. When an employee violates the weapons policy, law enforcement may be notified, as appropriate.

B. Other Non-Students

1. Any member of the public who violates this policy shall be informed of the policy and asked to leave the school location. Depending on the circumstances, the person may be barred from future entry to school locations. In addition, if the person is a student in another school district, that school district may be contacted concerning the policy violation.

2. If appropriate, law enforcement will be notified of the policy violation by the member of the public and may be asked to provide an escort to remove the member of the public from the school location.

VII. REPORTS OF DANGEROUS WEAPON AND ACTIVE SHOOTER INCIDENTS IN SCHOOL ZONES

A. The school district must electronically report to the Commissioner of the Minnesota Department of Education ("Commissioner") incidents involving the use or possession of a dangerous weapon in school zones, as required under Minnesota Statutes section 121A.06.

B. The school district must electronically file an after-action review report for active shooter incidents and active shooter threats to the Minnesota Fusion Center as required under Minnesota Statutes, section 121A.06.

1. "Active shooter incident" means an event involving an armed individual or individuals on campus or an armed assailant in the immediate vicinity of the school.

2. "Active shooter threat" means a real or perceived threat that an active shooter incident will occur.

Legal References: Minn. Stat. § 97B.045 (Transporting Firearms)
Minn. Stat. § 121A.05 (Policy to Refer Firearms Possessor)
Minn. Stat. § 121A.06 (Reports of Dangerous Weapon Incidents in School Zones)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.44 (Expulsion for Possession of Firearm)
Minn. Stat. § 152.01, subd. 14(a) (Definition of a School Zone)
Minn. Stat. § 609.02, Subd. 6 (Definition of Dangerous Weapon)
Minn. Stat. § 609.605 (Trespass)
Minn. Stat. § 609.66 (Dangerous Weapons)
Minn. Stat. § 624.714 (Carrying of Weapons without Permit; Penalties)
Minn. Stat. § 624.715 (Exemptions; Antiques and Ornaments)
18 U.S.C. § 921 (Definition of Firearm)
In re C.R.M. 611 N.W.2d 802 (Minn. 2000)
In re A.D., 883 N.W.2d 251 (Minn. 2016)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School

District Employees)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 525 (Violence Prevention)
MSBA/MASA Model Policy 903 (Visitors to School District Buildings and Sites)

First Reading:	2/26/2019
Adopted:	4/23/2019
First Reading:	6/10/2025
Second Reading:	
Adopted:	

501 SCHOOL WEAPONS POLICY

I. PURPOSE

The purpose of this policy is to assure a safe school environment for students, staff and the public.

II. GENERAL STATEMENT OF POLICY

No student or non-student, including adults and visitors, shall possess, use or distribute a weapon when in a school location except as provided in this policy. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school employee, volunteer, or member of the public who violates this policy.

III. DEFINITIONS

A. "Weapon"

1. A "weapon" means any object, device or instrument designed as a weapon or through its use is capable of threatening or producing bodily harm or which may be used to inflict self-injury including, but not limited to, any firearm, whether loaded or unloaded; air guns; pellet guns; BB guns; all knives; blades; clubs; metal knuckles; nunchucks; throwing stars; explosives; fireworks; mace and other propellants; stun guns; ammunition; poisons; chains; arrows; and objects that have been modified to serve as a weapon.

2. No person shall possess, use or distribute any object, device or instrument having the appearance of a weapon and such objects, devices or instruments shall be treated as weapons including, but not limited to, weapons listed above which are broken or non-functional, look-alike guns; toy guns; and any object that is a facsimile of a real weapon.

3. No person shall use articles designed for other purposes (i.e., lasers or laser pointers, belts, combs, pencils, files, scissors, etc.), to inflict bodily harm and/or intimidate and such use will be treated as the possession and use of a weapon.

B. "School Location" includes any school building or grounds, whether leased, rented, owned or controlled by the school, locations of school activities or trips, bus stops, school buses or school vehicles, school-contracted vehicles, the area of entrance or departure from school premises or events, all locations where school-related functions are conducted, and anywhere students are under the jurisdiction of the school district.

C. "Possession" means having a weapon on one's person or in an area subject to one's control in a school location.

IV. EXCEPTIONS

A. A student who finds a weapon on the way to school or in a school location, or a student who discovers that he or she accidentally has a weapon in his or her possession, and takes the weapon immediately to the principal's office shall not be considered to possess a weapon. If it would be impractical or dangerous to take the weapon to the principal's office, a student shall not be considered to possess a weapon if he or she immediately turns the weapon over to an administrator, teacher or head coach or immediately notifies an administrator, teacher or head coach of the weapon's location.

B. It shall not be a violation of this policy if a non-student (or student where specified) falls within one of the following categories:

1. Active licensed peace officers;

2. Military personnel, or students or non-students participating in military training, who are on duty performing official duties;

3. Persons authorized to carry a pistol under Minn. Stat. § 624.714 while in a motor vehicle or outside of a motor vehicle for the purpose of directly placing a firearm in, or retrieving it from, the trunk or rear area of the vehicle;

4. Persons who keep or store in a motor vehicle pistols in accordance with Minn. Stat. §§ 624.714 or 624.715 or other firearms in accordance with § 97B.045;

   a. Section 624.714 specifies procedures and standards for obtaining pistol permits and penalties for the failure to do so. Section 624.715 defines an exception to the pistol permit requirements for "antique firearms which are carried or possessed as curiosities or for their historical significance or value."

   b. Section 97B.045 generally provides that a firearm may not be transported in a motor vehicle unless it is (1) unloaded and in a gun case without any portion of the firearm exposed; (2) unloaded and in the closed trunk; or (3) a handgun carried in compliance with §§ 624.714 and 624.715.

5. Firearm safety or marksmanship courses or activities for students or non-students conducted on school property;

6. Possession of dangerous weapons, BB guns, or replica firearms by a ceremonial color guard;

7. A gun or knife show held on school property;

8. Possession of dangerous weapons, BB guns, or replica firearms with written permission of the principal or other person having general control and supervision of the school or the director of a child care center; or

9. Persons who are on unimproved property owned or leased by a child care center, school or school district unless the person knows that a student is currently present on the land for a school-related activity.

C. Policy Application to Instructional Equipment/Tools

While the school district does not allow the possession, use, or distribution of weapons by students or non-students, such a position is not meant to interfere with instruction or the use of appropriate equipment and tools by students or non-students. Such equipment and tools, when properly possessed, used, and stored, shall not be considered in violation of the rule against the possession, use, or distribution of weapons. However, when authorized instructional and work equipment and tools are used in a potentially dangerous or threatening manner, such possession and use will be treated as the possession and use of a weapon.

D. Firearms in School Parking Lots and Parking Facilities

1. A school district may not prohibit the lawful carry or possession of firearms in a school parking lot or parking facility. For purposes of this policy, the "lawful" carry or possession of a firearm in a school parking lot or parking facility is specifically limited to non-student permit-holders authorized under Minn. Stat. § 624.714 to carry a pistol in the interior of a vehicle or outside the motor vehicle for the purpose of directly placing a firearm in, or retrieving it from, the trunk or rear area of the vehicle. Any possession or carry of a firearm beyond the immediate vicinity of a permit-holder's vehicle shall constitute a violation of this policy.

2. An employee who is a permit-holder authorized under Minn. Stat. § 624.714 to carry a pistol in the interior of a vehicle or outside the motor vehicle for the purpose of directly placing a firearm in, or retrieving it from, the trunk or rear area of the vehicle must receive written permission from the Superintendent/designee; furthermore, the firearm must have a trigger lock and be stored in a locked container or locked compartment of the vehicle.

V. CONSEQUENCES FOR STUDENT WEAPON POSSESSION/USE/ DISTRIBUTION

A. The school district does not allow the possession, use, or distribution of weapons by students. Consequently, the minimum consequence for students possessing, using, or distributing weapons shall include:

1. Immediate out-of-school suspension;

2. Confiscation of the weapon;

3. Immediate notification of police;

4. Parent or guardian notification; and

5. Recommendation to the Superintendent of dismissal for a period of

time not to exceed one year.

B. Pursuant to Minnesota law, a student who brings a firearm, as defined by federal law, to school will be expelled for at least one year. The school board may modify this requirement on a case-by-case basis.

C. Administrative Discretion

While the school district does not allow the possession, use, or distribution of weapons by students, the Superintendent or designee may use discretion in determining whether, under the circumstances, a course of action other than the minimum consequences specified above is warranted. If so, other appropriate action may be taken, including consideration of a recommendation for lesser discipline.

VI. CONSEQUENCES FOR WEAPON POSSESSION/USE/DISTRIBUTION BY NONSTUDENTS

A. Employees

1. An employee who violates the terms of this policy is subject to disciplinary action, including nonrenewal, suspension, or discharge as deemed appropriate by the school board.

2. Sanctions against employees, including nonrenewal, suspension, or discharge shall be pursuant to and in accordance with applicable statutory authority, collective bargaining agreements, and school district policies.

3. When an employee violates the weapons policy, law enforcement may be notified, as appropriate.

B. Other Non-Students

1. Any member of the public who violates this policy shall be informed of the policy and asked to leave the school location. Depending on the circumstances, the person may be barred from future entry to school locations. In addition, if the person is a student in another school district, that school district may be contacted concerning the policy violation.

2. If appropriate, law enforcement will be notified of the policy violation by the member of the public and may be asked to provide an escort to remove the member of the public from the school location.

Legal References: Minn. Stat. § 97B.045 (Transportation of Firearms)
Minn. Stat. § 121A.05 (Referral to Police)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.44 (Expulsion for Possession of Firearm)
Minn. Stat. § 609.02, Subd. 6 (Definition of Dangerous Weapon)
Minn. Stat. § 609.605 (Trespass)
Minn. Stat. § 609.66 (Dangerous Weapons)

Minn. Stat. § 624.714 (Carrying of Weapons without Permit; Penalties)
Minn. Stat. § 624.715 (Exemptions; Antiques and Ornaments)
18 U.S.C. § 921 (Definition of Firearm)
In re C.R.M. 611 N.W.2d 802 (Minn. 2000)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 525 (Violence Prevention)

First Reading: 2/26/2019
Adopted: **4/23/2019 ISD 709**

806 CRISIS MANAGEMENT POLICY

I. PURPOSE

The purpose of this Crisis Management Policy is to act as a guide for school district and site administrators, school employees, students, school board members, and community members to address a wide range of potential crisis situations in the school district. The step-by-step procedures suggested by this Policy will provide guidance to each school site in drafting crisis management plans to coordinate protective actions prior to, during, and after any type of emergency or potential crisis situation. Each school district should develop tailored site specific crisis management plans for each school site in the school district, and sections or procedures may be added or deleted in those crisis management plans based on site needs.

The school district will engage in ongoing emergency planning within the school district and with emergency responders and other relevant community organizations. The school district will ensure that relevant emergency responders in the community have access to their site specific crisis management plans and will provide training to school district staff to enable them to act appropriately in the event of a crisis.

II. GENERAL INFORMATION

A. The Policy and Plans

The school district's Crisis Management Policy and the District Emergency Operations Plan (EOP) have been created in consultation with local community response agencies and other appropriate individuals and groups that would likely be involved in the event of a school emergency. It is designed so that each site administrator can tailor a site specific crisis management plan to meet that site's specific situation and needs.

The school district's administration and/or the administration of each site shall present tailored site specific crisis management plans to the District Emergency Operations Committee (EOC) for review and approval. The site specific crisis management plans will include crisis-specific procedures. Upon approval by the EOC, such crisis management plans shall be an addendum to the District Emergency Operations Procedure Manual (EOP). This EOP and the site specific plans will be maintained and updated on an annual basis.

B. District Crisis Management Policy

1. General Crisis Procedures. The Crisis Management Policy includes general crisis procedures for securing buildings, classroom evacuation, building evacuation, campus evacuation, and sheltering. The Policy designates the individual(s) who will determine when these actions will be taken. These district-wide procedures may be modified by site administrators when creating their site specific crisis management plans. A communication system will be in place to enable the designated individual to be contacted at all times in the event of a potential crisis, setting forth the method to contact the designated individual, the provision of at least two designees when the contact person is unavailable, and the method to convey contact information to the appropriate staff persons. The alternative designees may include members of the Site Emergency Operations Committee. A secondary method of communication should be included in the plan for use when the primary method of communication is inoperable. Each site in the school district will have access to a copy of the Emergency Operations Plan (EOP) to assist in the development of building-specific crisis management plans.

   All general crisis procedures will address specific procedures for the safe evacuation of children and employees with special needs such as physical,

sensory, motor, developmental, and mental health challenges.

2. Crisis-Specific Procedures.

The Crisis Management Policy includes crisis-specific procedures for crisis situations that may occur during the school day or at school-sponsored events and functions. These district-wide procedures are designed to enable building administrators to tailor response procedures when creating building-specific crisis management plans.

Note: The Emergency Operations Plan can be found on the district staff website at https://www.isd709.org/staff/emergency-planning-management

3. School Emergency Response Teams

a. Composition. The administrator at each site will select a school emergency response team (Site Emergency Operations Committee or EOC) that will be trained to respond to emergency situations. All Site EOC members will receive ongoing training to carry out the District EOP and Site Specific EOP and will have knowledge of procedures, evacuation routes, and safe areas. For purposes of student safety and accountability Site EOC members will not have direct responsibility for the supervision of students. Team members must be willing to be actively involved in the resolution of crises and be available to assist in any crisis situation as deemed necessary by the site administrator. Each site will maintain a current list of Site EOC members which will be updated annually. The site administrator, and alternative designees, will know the location of that list in the event of a school emergency. A copy of the list will be kept on file in the school district office.

[Note: The Emergency Operations Plan has a sample Site Emergency Operations Committee list.]

b. Leaders. The site administrator or designee will serve as the leader of the Site EOC and will be the primary contact for emergency response officials. When emergency response officials are present, they may elect to take command and control of the crisis. It is critical in this situation that school officials assume a resource role and be available as necessary to emergency response officials.

III. PREPARATION BEFORE AN EMERGENCY

A. Communication

1. District Employees. Teachers generally have the most direct contact with students on a day-to-day basis. As a result, they must be aware of their role in responding to crisis situations. This also applies to non-teaching school personnel who have direct contact with students. All staff shall be aware of the school district's EOP and their own Site EOP. Each school's Site EOP shall include the method and dates of dissemination of the plan to its staff. Employees will receive a copy of the relevant Site EOP and shall receive periodic training on plan implementation.

2. Students and Families The District's EOP shall set forth how students and families are made aware of the district's Emergency Procedures. Students shall receive specific instruction on plan implementation and shall participate in a

required number of drills and practice sessions throughout the school year.

B. Training and Preparation for Emergencies

The Emergency Operations Plan includes training procedures and requirements for students and staff.

1. The Emergency Operations Plan includes training procedures and requirements for students and staff.

2. Required safety drills will be coordinated and documented at each site by the site facilities staff and school administrator.

C. Facility Diagrams and Site Plans

All school sites will have a facility diagram and site plan that includes the location of primary and secondary evacuation routes, exits, designated safe areas inside and outside of the building, and the location of fire alarm control panel, fire alarms, fire extinguishers, hoses, water spigots, and utility shut offs. All facility diagrams and site plans will be updated regularly and whenever a major change is made to a site. Facility diagrams and site plans will be maintained by the site administrator and will be easily accessible and on file in the school district office. Facility diagrams and site plans will be provided to first responders, such as fire and law enforcement personnel.

D. Emergency Telephone Numbers

Each site will maintain a current list of emergency telephone numbers and the names and addresses of local, county, and state personnel who may be involved in a crisis situation. The list will include telephone numbers for local police, fire, ambulance, hospital, the Poison Control Center, county and state emergency management agencies, local public works departments, local utility companies, the public health nurse, mental health/suicide hotlines, and the county welfare agency. A copy of this list will be kept on file in the Site Specific EOP, and updated annually.

School district employees will receive training on how to make emergency contacts, including 911 calls, when the school district's main telephone number and location is electronically conveyed to emergency personnel instead of the specific site in need of emergency services.

School district plans will set forth a process to internally communicate an emergency to rapidly convey emergency information to multiple site designees. Each plan will identify multiple methods of communication for both internal and district wide use.

E. Warning and Notification Systems

The school district shall maintain a warning system designed to inform students, staff, and visitors of a crisis or emergency. This system shall be maintained on a regular basis under the maintenance plan for all school sites. The school district should consider an alternate notification system to address the needs of staff and students with special needs, such as vision or hearing, and to plan for the needs of areas where a public address system may not be heard clearly.

F. Early School Closure Procedures

The Superintendent or designee will make decisions about closing school or sites as early in the day as possible. The early school closure procedures will set forth the

criteria for early school closure (e.g., weather-related, utility failure, or a crisis situation), will specify how closure decisions will be communicated to staff, students, families, and the school community (designated broadcast media, local authorities, e-mail, or district or school site web sites), and will discuss the factors to be considered in closing and reopening a school or site.

Early school closure procedures also will include a reminder to parents and guardians to listen to designated local radio and TV stations for school closing announcements, where possible.

G. Media Procedures

The superintendent or designee has the authority and discretion to notify parents or guardians and the school community in the event of a crisis or early school closure. The superintendent or designee will designate a spokesperson who will notify the media in the event of a crisis or early school closure. The spokesperson shall receive training to ensure that the district is in strict compliance with federal and state law relative to the release of private data when conveying information to the media.

H. District and School Mental Health Recovery Teams

The District and/or School Mental Health Recovery Team procedures will set forth the procedure for initiating Crisis Response Recovery Plans. The procedures will utilize available resources including the social workers, counselors, community crisis recovery teams, or others in the community. The District and/or School Mental Health Recovery Team procedures will be used whenever the Superintendent or the site administrator determines it to be necessary, such as after an assault, a hostage situation, shooting, or death by suicide.

IV. ACTIVE SHOOTER DRILL

Duluth Public Schools does not perform Active Shooter Simulations. We conduct lockdown drills, referred to below and by state statute as "active shooter drills". The district would follow state statute if active shooter simulations were ever used.

A. Definitions

1. "Active shooter drill," called a Lockdown Drill in Duluth Public Schools, means an emergency preparedness drill designed to teach students, teachers, school personnel, and staff how to respond in the event of an armed intruder on campus or an armed assailant in the immediate vicinity of the school. An active shooter drill is not an active shooter simulation, nor may an active shooter drill include any sensorial components, activities, or elements which mimic a real life shooting.

2. "Active shooter simulation" means an emergency exercise including full-scale or functional exercises, designed to teach adult school personnel and staff how to respond in the event of an armed intruder on campus or an armed assailant in the immediate vicinity of the school which also incorporates sensorial components, activities, or elements mimicking a real life shooting. Activities or elements mimicking a real life shooting include, but are not limited to, simulation of tactical response by law enforcement. An active shooter simulation is not an active shooter or lockdown drill.

3. "Evidence-based" means a program or practice that demonstrates any of the following:

   a. a statistically significant effect on relevant outcomes based on any of the following:

      i. strong evidence from one or more well designed and well implemented experimental studies;

      ii. moderate evidence from one or more well designed and well implemented quasi-experimental studies; or

      iii. promising evidence from one or more well designed and well implemented correlational studies with statistical controls for selection bias; or

   b. a rationale based on high-quality research findings or positive evaluations that the program or practice is likely to improve relevant outcomes, including the ongoing efforts to examine the effects of the program or practice.

4. "Full-scale exercise" means an operations-based exercise that is typically the most complex and resource-intensive of the exercise types and often involves multiple agencies, jurisdictions, organizations, and real-time movement of resources.

5. "Functional exercises" means an operations-based exercise designed to assess and evaluate capabilities and functions while in a realistic, real-time environment, however, movement of resources is usually simulated.

B. Criteria

An active shooter drill conducted according to Minnesota Statutes, section 121A.037 with students in early childhood through grade 12 must be:

1. accessible;

2. developmentally appropriate and age appropriate, including using appropriate safety language and vocabulary;

3. culturally aware;

4. trauma-informed; and

5. inclusive of accommodations for students with mobility restrictions, sensory needs, developmental or physical disabilities, mental health needs, and auditory or visual limitations.

C. Student Mental Health and Wellness

Active shooter drill protocols must include a reasonable amount of time immediately following the drill for teachers to debrief with their students. The opportunity to debrief must be provided

to students before regular classroom activity may resume. During the debrief period, students must be allowed to access any mental health services available on campus, including counselors, school psychologists, social workers, or cultural liaisons.

Note: Duluth Public Schools does not conduct Active Shooter simulations.

D. Notice

1. The school district must provide notice of a pending active shooter drill to every student's parent or legal guardian before an active shooter drill is conducted. Whenever practicable, notice must be provided at least 24 hours in advance of a pending active shooter drill and inform the parent or legal guardian of the right to opt their student out of participating. Each site will publish tentative drill dates at the beginning of the school year. These tentative dates may be shared via school newsletter and will also appear on the calendar on the school website.

2. If a student is opted out of participating in an active shooter drill, no negative consequence must impact the student's general school attendance record nor may nonparticipation alone make a student ineligible to participate in or attend school activities.

3. The Commissioner of the Minnesota Department of Education must ensure the availability of alternative safety education for students who are opted out of participating or otherwise exempted from an active shooter drill. Alternative safety education must provide essential safety instruction through less sensorial safety training methods and must be appropriate for students with mobility restrictions, sensory needs, developmental or physical disabilities, mental health needs, and auditory or visual limitations. If a parent or guardian chooses to opt their child out of active shooter drills (lockdown drills) the parent or guardian will be required to meet with administration to discuss the importance of the drills and how drills are being conducted in an age appropriate, trauma informed manner. If the parent or guardian still chooses opt out as their preference, the student then will go through the information with a principal, social worker, counselor, case manager, or other appropriate staff member. Other alternative education opportunities may be presented to teach the skill without using a drill format.

E. Participation in Active Shooter Drills

Any student in early childhood through grade 12 must not be required to participate in an active shooter drill that does not meet the Criteria set forth above. If a parent or guardian has chosen to opt their child out of drills, at the meeting with administration the team will determine what the child will do while the school is conducting a drill. Options include allowing the student to sit in an office or conference room during a drill, keeping the student out of school during a drill, or other alternatives as determined by the parent or guardian and administrator.

F. Active Shooter Simulations

Duluth Public Schools will not conduct Active Shooter Simulations.

G. Violence Prevention

1. A school district or charter school conducting an active shooter drill must provide students in middle school and high school at least one hour, or one standard class

period, of violence prevention training annually.

2. The violence prevention training must be evidence-based and may be delivered in-person, virtually, or digitally. Training must, at a minimum, teach students the following:

   a. how to identify observable warning signs and signals of an individual who may be at risk of harming oneself or others;

   b. the importance of taking threats seriously and seeking help; and

   c. the steps to report dangerous, violent, threatening, harmful, or potentially harmful activity, including providing information about the Department of Public Safety's statewide anonymous threat reporting system and any local threat reporting systems.

   [NOTE: The Minnesota legislature enacted the addition to 2.c in 2025 (Session Law Chapter 35).]

3. A school district or charter school must ensure that students have the opportunity to contribute to their school's safety and violence prevention planning, aligned with the recommendations for multihazard planning for schools, including but not limited to:

   a. student opportunities for leadership related to prevention and safety;

   b. encouragement and support to students in establishing clubs and programs focused on safety; and

   c. providing students with the opportunity to seek help from adults and to learn about prevention connected to topics including bullying, sexual harassment, sexual assault, and suicide.

H. Board Meeting

At a regularly scheduled school board meeting, a school board of a district that has conducted an active shooter drill must consider the following:

1. the effect of active shooter drills on the safety of students and staff; and

2. the effect of active shooter drills on the mental health and wellness of students and staff.

VI. MISCELLANEOUS PROCEDURES

A. Chemical Accidents

Procedures for reporting chemical accidents shall be posted at key locations such as chemistry labs, art rooms, swimming pool areas, and janitorial closets.

Note: Additional specific procedures can be found in the Emergency Operations Plan located on the district staff website at https://www.isd709.org/staff/emergency-planning-management

B. Visitors

The school district shall implement procedures mandating visitor sign in and visitors in school sites.

The school district shall implement procedures to minimize outside entry into school sites except at designated check-in points and assure that all doors are locked prior to and after regular site hours.

C. Student Victims of Criminal Offenses at or on School Property

The school district shall establish procedures allowing student victims of criminal offenses on school property the opportunity to transfer to another school within the school district.

Legal References:
Minn. Stat. Ch. 12 (Emergency Management)
Minn. Stat. Ch. 12A (Natural Disaster; State Assistance)
Minn. Stat. § 121A.035 (Crisis Management Policy)
Minn. Stat. § 121A.038 (Students Safe at School)
Minn. Stat. § 121A.06 (Reports of Dangerous Weapon Incidents in School Zones)
Minn. Stat. § 299F.30 (Fire Drill in School; Doors and Exits)
Minn. Stat. § 326B.02, Subd. 6 (Powers)
Minn. Stat. § 326B.106 (General Powers of Commissioner of Labor and Industry)
Minn. Stat. § 609.605, Subd. 4 (Trespasses)
Minn. Rules Ch. 7511 (Fire Code)
20 U.S.C. § 1681, *et seq.* (Title IX)
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)
20 U.S.C. § 7912 (Unsafe School Choice Option)
42 U.S.C. § 5121 *et seq.* (Disaster Relief and Emergency Assistance)

Cross References:
MSBA/MASA Model Policy 407 (Employee Right to Know – Exposure to Hazardous Substances)
ISD 709 Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 501 (School Weapons Policy)
MSBA/MASA Model Policy 506 (Student Discipline)
ISD 709 Policy 532 (Use of Peace Officers and Crisis Teams to Remove Students with IEPs from School Grounds)
MSBA/MASA Model Policy 903 (Visitors to School District Buildings and Sites)
Comprehensive School Safety Guide
Minnesota School Safety Center - Resources (mn.gov)
ISD 709 Emergency Operations Plan
ISD 709 Emergency Site Specific Operations Plan

Resources:
I Love U Guys Foundation, *Standard Response Protocol*
https://iloveuguys.org/The-Standard-Response-Protocol.html (012325)

~~Safe and Sound Schools~~
~~https://safeandsoundschools.org/ (012325)~~

National Association of School Psychologists
PREPaRE Model

Replacing: Policy 5123, 4040, 4040R
First Reading: 1/22/2019
Adopted: 2/26/2019
First Reading: 1/14/2025

Second Reading: 2/11/2025
Adopted: 2/25/2025

806 CRISIS MANAGEMENT POLICY

I. PURPOSE

The purpose of this Crisis Management Policy is to act as a guide for school district and site administrators, school employees, students, school board members, and community members to address a wide range of potential crisis situations in the school district. The step-by-step procedures suggested by this Policy will provide guidance to each school site in drafting crisis management plans to coordinate protective actions prior to, during, and after any type of emergency or potential crisis situation. Each school district should develop tailored site specific crisis management plans for each school site in the school district, and sections or procedures may be added or deleted in those crisis management plans based on site needs.

The school district will engage in ongoing emergency planning within the school district and with emergency responders and other relevant community organizations. The school district will ensure that relevant emergency responders in the community have access to their site specific crisis management plans and will provide training to school district staff to enable them to act appropriately in the event of a crisis.

II. GENERAL INFORMATION

A. The Policy and Plans

The school district's Crisis Management Policy and the District Emergency Operations Plan (EOP) have been created in consultation with local community response agencies and other appropriate individuals and groups that would likely be involved in the event of a school emergency. It is designed so that each site administrator can tailor a site specific crisis management plan to meet that site's specific situation and needs.

The school district's administration and/or the administration of each site shall present tailored site specific crisis management plans to the District Emergency Operations Committee (EOC) for review and approval. The site specific crisis management plans will include crisis-specific procedures. Upon approval by the EOC, such crisis management plans shall be an addendum to the District Emergency Operations Procedure Manual (EOP). This EOP and the site specific plans will be maintained and updated on an annual basis.

B. District Crisis Management Policy

1. General Crisis Procedures. The Crisis Management Policy includes general crisis procedures for securing buildings, classroom evacuation, building evacuation, campus evacuation, and sheltering. The Policy designates the individual(s) who will determine when these actions will be taken. These district-wide procedures may be modified by site administrators when creating their site specific crisis management plans. A communication system will be in place to enable the designated individual to be contacted at all times in the event of a potential crisis, setting forth the method to contact the designated individual, the provision of at least two designees when the contact person is unavailable, and the method to convey contact information to the appropriate staff persons. The alternative designees may include members of the Site Emergency Operations Committee. A secondary method of communication should be included in the plan for use when the primary method of communication is inoperable. Each site in the school district will have access to a copy of the Emergency Operations Plan (EOP) to assist in the development of building-specific crisis management plans.

   All general crisis procedures will address specific procedures for the safe evacuation of children and employees with special needs such as physical, sensory, motor, developmental, and mental health challenges.

2. Crisis-Specific Procedures.

The Crisis Management Policy includes crisis-specific procedures for crisis situations that may occur during the school day or at school-sponsored events and functions. These district-wide procedures are designed to enable building administrators to tailor response procedures when creating building-specific crisis management plans.

Note: The Emergency Operations Plan can be found on the district staff website at https://www.isd709.org/staff/emergency-planning-management

3. School Emergency Response Teams

a. Composition. The administrator at each site will select a school emergency response team (Site Emergency Operations Committee or EOC) that will be trained to respond to emergency situations. All Site EOC members will receive ongoing training to carry out the District EOP and Site Specific EOP and will have knowledge of procedures, evacuation routes, and safe areas. For purposes of student safety and accountability Site EOC members will not have direct responsibility for the supervision of students. Team members must be willing to be actively involved in the resolution of crises and be available to assist in any crisis situation as deemed necessary by the site administrator. Each site will maintain a current list of Site EOC members which will be updated annually. The site administrator, and alternative designees, will know the location of that list in the event of a school emergency. A copy of the list will be kept on file in the school district office.

[Note: The Emergency Operations Plan has a sample Site Emergency Operations Committee list.]

b. Leaders. The site administrator or designee will serve as the leader of the Site EOC and will be the primary contact for emergency response officials. When emergency response officials are present, they may elect to take command and control of the crisis. It is critical in this situation that school officials assume a resource role and be available as necessary to emergency response officials.

III. PREPARATION BEFORE AN EMERGENCY

A. Communication

1. District Employees. Teachers generally have the most direct contact with students on a day-to-day basis. As a result, they must be aware of their role in responding to crisis situations. This also applies to non-teaching school personnel who have direct contact with students. All staff shall be aware of the school district's EOP and their own Site EOP. Each school's Site EOP shall include the method and dates of dissemination of the plan to its staff. Employees will receive a copy of the relevant Site EOP and shall receive periodic training on plan implementation.

2. Students and Families The District's EOP shall set forth how students and families are made aware of the district's Emergency Procedures. Students shall receive specific instruction on plan implementation and shall participate in a required number of drills and practice sessions throughout the school year.

B. Training and Preparation for Emergencies

The Emergency Operations Plan includes training procedures and requirements for students and staff.

1. The Emergency Operations Plan includes training procedures and requirements for students and staff.

2. Required safety drills will be coordinated and documented at each site by the site facilities staff and school administrator.

C. Facility Diagrams and Site Plans

All school sites will have a facility diagram and site plan that includes the location of primary and secondary evacuation routes, exits, designated safe areas inside and outside of the building, and the location of fire alarm control panel, fire alarms, fire extinguishers, hoses, water spigots, and utility shut offs. All facility diagrams and site plans will be updated regularly and whenever a major change is made to a site. Facility diagrams and site plans will be maintained by the site administrator and will be easily accessible and on file in the school district office. Facility diagrams and site plans will be provided to first responders, such as fire and law enforcement personnel.

D. Emergency Telephone Numbers

Each site will maintain a current list of emergency telephone numbers and the names and addresses of local, county, and state personnel who may be involved in a crisis situation. The list will include telephone numbers for local police, fire, ambulance, hospital, the Poison Control Center, county and state emergency management agencies, local public works departments, local utility companies, the public health nurse, mental health/suicide hotlines, and the county welfare agency. A copy of this list will be kept on file in the Site Specific EOP, and updated annually.

School district employees will receive training on how to make emergency contacts, including 911 calls, when the school district's main telephone number and location is electronically conveyed to emergency personnel instead of the specific site in need of emergency services.

School district plans will set forth a process to internally communicate an emergency to rapidly convey emergency information to multiple site designees. Each plan will identify multiple methods of communication for both internal and district wide use.

E. Warning and Notification Systems

The school district shall maintain a warning system designed to inform students, staff, and visitors of a crisis or emergency. This system shall be maintained on a regular basis under the maintenance plan for all school sites. The school district should consider an alternate notification system to address the needs of staff and students with special needs, such as vision or hearing, and to plan for the needs of areas where a public address system may not be heard clearly.

F. Early School Closure Procedures

The Superintendent or designee will make decisions about closing school or sites as early in the day as possible. The early school closure procedures will set forth the criteria for early school closure (e.g., weather-related, utility failure, or a crisis situation), will specify how closure decisions will be communicated to staff, students,

families, and the school community (designated broadcast media, local authorities, e-mail, or district or school site web sites), and will discuss the factors to be considered in closing and reopening a school or site.

Early school closure procedures also will include a reminder to parents and guardians to listen to designated local radio and TV stations for school closing announcements, where possible.

G. Media Procedures

The superintendent or designee has the authority and discretion to notify parents or guardians and the school community in the event of a crisis or early school closure. The superintendent or designee will designate a spokesperson who will notify the media in the event of a crisis or early school closure. The spokesperson shall receive training to ensure that the district is in strict compliance with federal and state law relative to the release of private data when conveying information to the media.

H. District and School Mental Health Recovery Teams

The District and/or School Mental Health Recovery Team procedures will set forth the procedure for initiating Crisis Response Recovery Plans. The procedures will utilize available resources including the social workers, counselors, community crisis recovery teams, or others in the community. The District and/or School Mental Health Recovery Team procedures will be used whenever the Superintendent or the site administrator determines it to be necessary, such as after an assault, a hostage situation, shooting, or death by suicide.

IV. ACTIVE SHOOTER DRILL

Duluth Public Schools does not perform Active Shooter Simulations. We conduct lockdown drills, referred to below and by state statute as "active shooter drills". The district would follow state statute if active shooter simulations were ever used.

A. Definitions

1. "Active shooter drill," called a Lockdown Drill in Duluth Public Schools, means an emergency preparedness drill designed to teach students, teachers, school personnel, and staff how to respond in the event of an armed intruder on campus or an armed assailant in the immediate vicinity of the school. An active shooter drill is not an active shooter simulation, nor may an active shooter drill include any sensorial components, activities, or elements which mimic a real life shooting.

2. "Active shooter simulation" means an emergency exercise including full-scale or functional exercises, designed to teach adult school personnel and staff how to respond in the event of an armed intruder on campus or an armed assailant in the immediate vicinity of the school which also incorporates sensorial components, activities, or elements mimicking a real life shooting. Activities or elements mimicking a real life shooting include, but are not limited to, simulation of tactical response by law enforcement. An active shooter simulation is not an active shooter or lockdown drill.

3. "Evidence-based" means a program or practice that demonstrates any of the

following:

a. a statistically significant effect on relevant outcomes based on any of the following:

i. strong evidence from one or more well designed and well implemented experimental studies;

ii. moderate evidence from one or more well designed and well implemented quasi-experimental studies; or

iii. promising evidence from one or more well designed and well implemented correlational studies with statistical controls for selection bias; or

b. a rationale based on high-quality research findings or positive evaluations that the program or practice is likely to improve relevant outcomes, including the ongoing efforts to examine the effects of the program or practice.

4. "Full-scale exercise" means an operations-based exercise that is typically the most complex and resource-intensive of the exercise types and often involves multiple agencies, jurisdictions, organizations, and real-time movement of resources.

5. "Functional exercises" means an operations-based exercise designed to assess and evaluate capabilities and functions while in a realistic, real-time environment, however, movement of resources is usually simulated.

B. Criteria

An active shooter drill conducted according to Minnesota Statutes, section 121A.037 with students in early childhood through grade 12 must be:

1. accessible;

2. developmentally appropriate and age appropriate, including using appropriate safety language and vocabulary;

3. culturally aware;

4. trauma-informed; and

5. inclusive of accommodations for students with mobility restrictions, sensory needs, developmental or physical disabilities, mental health needs, and auditory or visual limitations.

C. Student Mental Health and Wellness

Active shooter drill protocols must include a reasonable amount of time immediately following the drill for teachers to debrief with their students. The opportunity to debrief must be provided to students before regular classroom activity may resume. During the debrief period, students must be allowed to access any mental health services available on campus, including counselors, school psychologists, social workers, or cultural liaisons.

Note: Duluth Public Schools does not conduct Active Shooter simulations.

D. Notice

1. The school district must provide notice of a pending active shooter drill to every student's parent or legal guardian before an active shooter drill is conducted. Whenever practicable, notice must be provided at least 24 hours in advance of a pending active shooter drill and inform the parent or legal guardian of the right to opt their student out of participating. Each site will publish tentative drill dates at the beginning of the school year. These tentative dates may be shared via school newsletter and will also appear on the calendar on the school website.

2. If a student is opted out of participating in an active shooter drill, no negative consequence must impact the student's general school attendance record nor may nonparticipation alone make a student ineligible to participate in or attend school activities.

3. The Commissioner of the Minnesota Department of Education must ensure the availability of alternative safety education for students who are opted out of participating or otherwise exempted from an active shooter drill. Alternative safety education must provide essential safety instruction through less sensorial safety training methods and must be appropriate for students with mobility restrictions, sensory needs, developmental or physical disabilities, mental health needs, and auditory or visual limitations. If a parent or guardian chooses to opt their child out of active shooter drills (lockdown drills) the parent or guardian will be required to meet with administration to discuss the importance of the drills and how drills are being conducted in an age appropriate, trauma informed manner. If the parent or guardian still chooses opt out as their preference, the student then will go through the information with a principal, social worker, counselor, case manager, or other appropriate staff member. Other alternative education opportunities may be presented to teach the skill without using a drill format.

E. Participation in Active Shooter Drills

Any student in early childhood through grade 12 must not be required to participate in an active shooter drill that does not meet the Criteria set forth above. If a parent or guardian has chosen to opt their child out of drills, at the meeting with administration the team will determine what the child will do while the school is conducting a drill. Options include allowing the student to sit in an office or conference room during a drill, keeping the student out of school during a drill, or other alternatives as determined by the parent or guardian and administrator.

F. Active Shooter Simulations

Duluth Public Schools will not conduct Active Shooter Simulations.

G. Violence Prevention

1. A school district or charter school conducting an active shooter drill must provide students in middle school and high school at least one hour, or one standard class period, of violence prevention training annually.

2. The violence prevention training must be evidence-based and may be delivered in-person, virtually, or digitally. Training must, at a minimum, teach students the following:

a. how to identify observable warning signs and signals of an individual who may be at risk of harming oneself or others;

b. the importance of taking threats seriously and seeking help; and

c. the steps to report dangerous, violent, threatening, harmful, or potentially harmful activity, including providing information about the Department of Public Safety's statewide anonymous threat reporting system and any local threat reporting systems.

3. A school district or charter school must ensure that students have the opportunity to contribute to their school's safety and violence prevention planning, aligned with the recommendations for multihazard planning for schools, including but not limited to:

a. student opportunities for leadership related to prevention and safety;

b. encouragement and support to students in establishing clubs and programs focused on safety; and

c. providing students with the opportunity to seek help from adults and to learn about prevention connected to topics including bullying, sexual harassment, sexual assault, and suicide.

H. Board Meeting

At a regularly scheduled school board meeting, a school board of a district that has conducted an active shooter drill must consider the following:

1. the effect of active shooter drills on the safety of students and staff; and

2. the effect of active shooter drills on the mental health and wellness of students and staff.

VI. MISCELLANEOUS PROCEDURES

A. Chemical Accidents

Procedures for reporting chemical accidents shall be posted at key locations such as chemistry labs, art rooms, swimming pool areas, and janitorial closets.

Note: Additional specific procedures can be found in the Emergency Operations Plan located on the district staff website at https://www.isd709.org/staff/emergency-planning-management

B. Visitors

The school district shall implement procedures mandating visitor sign in and visitors in school sites.

The school district shall implement procedures to minimize outside entry into school sites except at designated check-in points and assure that all doors are locked prior to and after regular site hours.

C. Student Victims of Criminal Offenses at or on School Property

The school district shall establish procedures allowing student victims of criminal

offenses on school property the opportunity to transfer to another school within the school district.

Legal References:
Minn. Stat. Ch. 12 (Emergency Management)
Minn. Stat. Ch. 12A (Natural Disaster; State Assistance)
Minn. Stat. § 121A.035 (Crisis Management Policy)
Minn. Stat. § 121A.038 (Students Safe at School)
Minn. Stat. § 121A.06 (Reports of Dangerous Weapon Incidents in School Zones)
Minn. Stat. § 299F.30 (Fire Drill in School; Doors and Exits)
Minn. Stat. § 326B.02, Subd. 6 (Powers)
Minn. Stat. § 326B.106 (General Powers of Commissioner of Labor and Industry)
Minn. Stat. § 609.605, Subd. 4 (Trespasses)
Minn. Rules Ch. 7511 (Fire Code)
20 U.S.C. § 1681, *et seq.* (Title IX)
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)
20 U.S.C. § 7912 (Unsafe School Choice Option)
42 U.S.C. § 5121 *et seq.* (Disaster Relief and Emergency Assistance)

Cross References:
MSBA/MASA Model Policy 407 (Employee Right to Know – Exposure to Hazardous Substances)
ISD 709 Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 501 (School Weapons Policy)
MSBA/MASA Model Policy 506 (Student Discipline)
ISD 709 Policy 532 (Use of Peace Officers and Crisis Teams to Remove Students with IEPs from School Grounds)
MSBA/MASA Model Policy 903 (Visitors to School District Buildings and Sites)
Comprehensive School Safety Guide
Minnesota School Safety Center - Resources (mn.gov)
ISD 709 Emergency Operations Plan
ISD 709 Emergency Site Specific Operations Plan

Resources:
I Love U Guys Foundation, *Standard Response Protocol*
https://iloveuguys.org/The-Standard-Response-Protocol.html (012325)

National Association of School Psychologists
PREPaRE Model

Replacing: Policy 5123, 4040, 4040R
First Reading: 1/22/2019
Adopted: 2/26/2019
First Reading: 1/14/2025
Second Reading: 2/11/2025
Adopted: 2/25/2025
Reviewed: 9/11/2025

806 CRISIS MANAGEMENT POLICY

I. PURPOSE

The purpose of this Crisis Management Policy is to act as a guide for school district and site administrators, school employees, students, school board members, and community members to address a wide range of potential crisis situations in the school district. The step-by-step procedures suggested by this Policy will provide guidance to each school site in drafting crisis management plans to coordinate protective actions prior to, during, and after any type of emergency or potential crisis situation. Each school district should develop tailored site specific crisis management plans for each school site in the school district, and sections or procedures may be added or deleted in those crisis management plans based on site needs.

The school district will engage in ongoing emergency planning within the school district and with emergency responders and other relevant community organizations. The school district will ensure that relevant emergency responders in the community have access to their site specific crisis management plans and will provide training to school district staff to enable them to act appropriately in the event of a crisis.

II. GENERAL INFORMATION

A. The Policy and Plans

The school district's Crisis Management Policy and the District Emergency Operations Plan (EOP) have been created in consultation with local community response agencies and other appropriate individuals and groups that would likely be involved in the event of a school emergency. It is designed so that each site administrator can tailor a site specific crisis management plan to meet that site's specific situation and needs.

The school district's administration and/or the administration of each site shall present tailored site specific crisis management plans to the District Emergency Operations Committee (EOC) for review and approval. The site specific crisis management plans will include crisis-specific procedures. Upon approval by the EOC, such crisis management plans shall be an addendum to the District Emergency Operations Procedure Manual (EOP). This EOP and the site specific plans will be maintained and updated on an annual basis.

B. District Crisis Management Policy

1. General Crisis Procedures. The Crisis Management Policy includes general crisis procedures for securing buildings, classroom evacuation, building evacuation, campus evacuation, and sheltering. The Policy designates the individual(s) who will determine when these actions will be taken. These district-wide procedures may be modified by site administrators when creating their site specific crisis management plans. A communication system will be in place to enable the designated individual to be contacted at all times in the event of a potential crisis, setting forth the method to contact the designated individual, the provision of at least two designees when the contact person is unavailable, and the method to convey contact information to the appropriate staff persons. The alternative designees may include members of the Site Emergency Operations Committee. A secondary method of communication should be included in the plan for use when the primary method of communication is inoperable. Each site in the school district will have access to a copy of the Emergency Operations Plan (EOP) to assist in the development of building-specific crisis management plans.

   All general crisis procedures will address specific procedures for the safe evacuation of children and employees with special needs such as physical,

sensory, motor, developmental, and mental health challenges.

2. Crisis-Specific Procedures.

The Crisis Management Policy includes crisis-specific procedures for crisis situations that may occur during the school day or at school-sponsored events and functions. These district-wide procedures are designed to enable building administrators to tailor response procedures when creating building-specific crisis management plans.

Note: The Emergency Operations Plan can be found on the district staff website at https://www.isd709.org/staff/emergency-planning-management

3. School Emergency Response Teams

a. Composition. The administrator at each site will select a school emergency response team (Site Emergency Operations Committee or EOC) that will be trained to respond to emergency situations. All Site EOC members will receive ongoing training to carry out the District EOP and Site Specific EOP and will have knowledge of procedures, evacuation routes, and safe areas. For purposes of student safety and accountability Site EOC members will not have direct responsibility for the supervision of students. Team members must be willing to be actively involved in the resolution of crises and be available to assist in any crisis situation as deemed necessary by the site administrator. Each site will maintain a current list of Site EOC members which will be updated annually. The site administrator, and alternative designees, will know the location of that list in the event of a school emergency. A copy of the list will be kept on file in the school district office.

[Note: The Emergency Operations Plan has a sample Site Emergency Operations Committee list.]

b. Leaders. The site administrator or designee will serve as the leader of the Site EOC and will be the primary contact for emergency response officials. When emergency response officials are present, they may elect to take command and control of the crisis. It is critical in this situation that school officials assume a resource role and be available as necessary to emergency response officials.

III. PREPARATION BEFORE AN EMERGENCY

A. Communication

1. District Employees. Teachers generally have the most direct contact with students on a day-to-day basis. As a result, they must be aware of their role in responding to crisis situations. This also applies to non-teaching school personnel who have direct contact with students. All staff shall be aware of the school district's EOP and their own Site EOP. Each school's Site EOP shall include the method and dates of dissemination of the plan to its staff. Employees will receive a copy of the relevant Site EOP and shall receive periodic training on plan implementation.

2. Students and Families The District's EOP shall set forth how students and families are made aware of the district's Emergency Procedures. Students shall receive specific instruction on plan implementation and shall participate in a

required number of drills and practice sessions throughout the school year.

B. Training and Preparation for Emergencies

The Emergency Operations Plan includes training procedures and requirements for students and staff.

1. The Emergency Operations Plan includes training procedures and requirements for students and staff.

2. Required safety drills will be coordinated and documented at each site by the site facilities staff and school administrator.

C. Facility Diagrams and Site Plans

All school sites will have a facility diagram and site plan that includes the location of primary and secondary evacuation routes, exits, designated safe areas inside and outside of the building, and the location of fire alarm control panel, fire alarms, fire extinguishers, hoses, water spigots, and utility shut offs. All facility diagrams and site plans will be updated regularly and whenever a major change is made to a site. Facility diagrams and site plans will be maintained by the site administrator and will be easily accessible and on file in the school district office. Facility diagrams and site plans will be provided to first responders, such as fire and law enforcement personnel.

D. Emergency Telephone Numbers

Each site will maintain a current list of emergency telephone numbers and the names and addresses of local, county, and state personnel who may be involved in a crisis situation. The list will include telephone numbers for local police, fire, ambulance, hospital, the Poison Control Center, county and state emergency management agencies, local public works departments, local utility companies, the public health nurse, mental health/suicide hotlines, and the county welfare agency. A copy of this list will be kept on file in the Site Specific EOP, and updated annually.

School district employees will receive training on how to make emergency contacts, including 911 calls, when the school district's main telephone number and location is electronically conveyed to emergency personnel instead of the specific site in need of emergency services.

School district plans will set forth a process to internally communicate an emergency to rapidly convey emergency information to multiple site designees. Each plan will identify multiple methods of communication for both internal and district wide use.

E. Warning and Notification Systems

The school district shall maintain a warning system designed to inform students, staff, and visitors of a crisis or emergency. This system shall be maintained on a regular basis under the maintenance plan for all school sites. The school district should consider an alternate notification system to address the needs of staff and students with special needs, such as vision or hearing, and to plan for the needs of areas where a public address system may not be heard clearly.

F. Early School Closure Procedures

The Superintendent or designee will make decisions about closing school or sites as early in the day as possible. The early school closure procedures will set forth the

criteria for early school closure (e.g., weather-related, utility failure, or a crisis situation), will specify how closure decisions will be communicated to staff, students, families, and the school community (designated broadcast media, local authorities, e-mail, or district or school site web sites), and will discuss the factors to be considered in closing and reopening a school or site.

Early school closure procedures also will include a reminder to parents and guardians to listen to designated local radio and TV stations for school closing announcements, where possible.

G. Media Procedures

The superintendent or designee has the authority and discretion to notify parents or guardians and the school community in the event of a crisis or early school closure. The superintendent or designee will designate a spokesperson who will notify the media in the event of a crisis or early school closure. The spokesperson shall receive training to ensure that the district is in strict compliance with federal and state law relative to the release of private data when conveying information to the media.

H. District and School Mental Health Recovery Teams

The District and/or School Mental Health Recovery Team procedures will set forth the procedure for initiating Crisis Response Recovery Plans. The procedures will utilize available resources including the social workers, counselors, community crisis recovery teams, or others in the community. The District and/or School Mental Health Recovery Team procedures will be used whenever the Superintendent or the site administrator determines it to be necessary, such as after an assault, a hostage situation, shooting, or death by suicide.

IV. ACTIVE SHOOTER DRILL

Duluth Public Schools does not perform Active Shooter Simulations. We conduct lockdown drills, referred to below and by state statute as "active shooter drills". The district would follow state statute if active shooter simulations were ever used.

A. Definitions

1. "Active shooter drill," called a Lockdown Drill in Duluth Public Schools, means an emergency preparedness drill designed to teach students, teachers, school personnel, and staff how to respond in the event of an armed intruder on campus or an armed assailant in the immediate vicinity of the school. An active shooter drill is not an active shooter simulation, nor may an active shooter drill include any sensorial components, activities, or elements which mimic a real life shooting.

2. "Active shooter simulation" means an emergency exercise including full-scale or functional exercises, designed to teach adult school personnel and staff how to respond in the event of an armed intruder on campus or an armed assailant in the immediate vicinity of the school which also incorporates sensorial components, activities, or elements mimicking a real life shooting. Activities or elements mimicking a real life shooting include, but are not limited to, simulation of tactical response by law enforcement. An active shooter simulation is not an active shooter or lockdown drill.

3. "Evidence-based" means a program or practice that demonstrates any of the following:

   a. a statistically significant effect on relevant outcomes based on any of the following:

      i. strong evidence from one or more well designed and well implemented experimental studies;

      ii. moderate evidence from one or more well designed and well implemented quasi-experimental studies; or

      iii. promising evidence from one or more well designed and well implemented correlational studies with statistical controls for selection bias; or

   b. a rationale based on high-quality research findings or positive evaluations that the program or practice is likely to improve relevant outcomes, including the ongoing efforts to examine the effects of the program or practice.

4. "Full-scale exercise" means an operations-based exercise that is typically the most complex and resource-intensive of the exercise types and often involves multiple agencies, jurisdictions, organizations, and real-time movement of resources.

5. "Functional exercises" means an operations-based exercise designed to assess and evaluate capabilities and functions while in a realistic, real-time environment, however, movement of resources is usually simulated.

B. Criteria

An active shooter drill conducted according to Minnesota Statutes, section 121A.037 with students in early childhood through grade 12 must be:

1. accessible;

2. developmentally appropriate and age appropriate, including using appropriate safety language and vocabulary;

3. culturally aware;

4. trauma-informed; and

5. inclusive of accommodations for students with mobility restrictions, sensory needs, developmental or physical disabilities, mental health needs, and auditory or visual limitations.

C. Student Mental Health and Wellness

Active shooter drill protocols must include a reasonable amount of time immediately following the drill for teachers to debrief with their students. The opportunity to debrief must be provided

to students before regular classroom activity may resume. During the debrief period, students must be allowed to access any mental health services available on campus, including counselors, school psychologists, social workers, or cultural liaisons.

Note: Duluth Public Schools does not conduct Active Shooter simulations.

D. Notice

1. The school district must provide notice of a pending active shooter drill to every student's parent or legal guardian before an active shooter drill is conducted. Whenever practicable, notice must be provided at least 24 hours in advance of a pending active shooter drill and inform the parent or legal guardian of the right to opt their student out of participating. Each site will publish tentative drill dates at the beginning of the school year. These tentative dates may be shared via school newsletter and will also appear on the calendar on the school website.

2. If a student is opted out of participating in an active shooter drill, no negative consequence must impact the student's general school attendance record nor may nonparticipation alone make a student ineligible to participate in or attend school activities.

3. The Commissioner of the Minnesota Department of Education must ensure the availability of alternative safety education for students who are opted out of participating or otherwise exempted from an active shooter drill. Alternative safety education must provide essential safety instruction through less sensorial safety training methods and must be appropriate for students with mobility restrictions, sensory needs, developmental or physical disabilities, mental health needs, and auditory or visual limitations. If a parent or guardian chooses to opt their child out of active shooter drills (lockdown drills) the parent or guardian will be required to meet with administration to discuss the importance of the drills and how drills are being conducted in an age appropriate, trauma informed manner. If the parent or guardian still chooses opt out as their preference, the student then will go through the information with a principal, social worker, counselor, case manager, or other appropriate staff member. Other alternative education opportunities may be presented to teach the skill without using a drill format.

E. Participation in Active Shooter Drills

Any student in early childhood through grade 12 must not be required to participate in an active shooter drill that does not meet the Criteria set forth above. If a parent or guardian has chosen to opt their child out of drills, at the meeting with administration the team will determine what the child will do while the school is conducting a drill. Options include allowing the student to sit in an office or conference room during a drill, keeping the student out of school during a drill, or other alternatives as determined by the parent or guardian and administrator.

F. Active Shooter Simulations

Duluth Public Schools will not conduct Active Shooter Simulations.

G. Violence Prevention

1. A school district or charter school conducting an active shooter drill must provide students in middle school and high school at least one hour, or one standard class

period, of violence prevention training annually.

2. The violence prevention training must be evidence-based and may be delivered in-person, virtually, or digitally. Training must, at a minimum, teach students the following:

   a. how to identify observable warning signs and signals of an individual who may be at risk of harming oneself or others;

   b. the importance of taking threats seriously and seeking help; and

   c. the steps to report dangerous, violent, threatening, harmful, or potentially harmful activity.

3. A school district or charter school must ensure that students have the opportunity to contribute to their school's safety and violence prevention planning, aligned with the recommendations for multihazard planning for schools, including but not limited to:

   a. student opportunities for leadership related to prevention and safety;

   b. encouragement and support to students in establishing clubs and programs focused on safety; and

   c. providing students with the opportunity to seek help from adults and to learn about prevention connected to topics including bullying, sexual harassment, sexual assault, and suicide.

H. Board Meeting

At a regularly scheduled school board meeting, a school board of a district that has conducted an active shooter drill must consider the following:

1. the effect of active shooter drills on the safety of students and staff; and

2. the effect of active shooter drills on the mental health and wellness of students and staff.

VI. MISCELLANEOUS PROCEDURES

A. Chemical Accidents

Procedures for reporting chemical accidents shall be posted at key locations such as chemistry labs, art rooms, swimming pool areas, and janitorial closets.

Note: Additional specific procedures can be found in the Emergency Operations Plan located on the district staff website at https://www.isd709.org/staff/emergency-planning-management

B. Visitors

The school district shall implement procedures mandating visitor sign in and visitors in school sites.

The school district shall implement procedures to minimize outside entry into school

sites except at designated check-in points and assure that all doors are locked prior to and after regular site hours.

C. Student Victims of Criminal Offenses at or on School Property

The school district shall establish procedures allowing student victims of criminal offenses on school property the opportunity to transfer to another school within the school district.

Legal References:
Minn. Stat. Ch. 12 (Emergency Management)
Minn. Stat. Ch. 12A (Natural Disaster; State Assistance)
Minn. Stat. § 121A.035 (Crisis Management Policy)
Minn. Stat. § 121A.038 (Students Safe at School)
Minn. Stat. § 121A.06 (Reports of Dangerous Weapon Incidents in School Zones)
Minn. Stat. § 299F.30 (Fire Drill in School; Doors and Exits)
Minn. Stat. § 326B.02, Subd. 6 (Powers)
Minn. Stat. § 326B.106 (General Powers of Commissioner of Labor and Industry)
Minn. Stat. § 609.605, Subd. 4 (Trespasses)
Minn. Rules Ch. 7511 (Fire Code)
20 U.S.C. § 1681, *et seq.* (Title IX)
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)
20 U.S.C. § 7912 (Unsafe School Choice Option)
42 U.S.C. § 5121 *et seq.* (Disaster Relief and Emergency Assistance)

Cross References:
MSBA/MASA Model Policy 407 (Employee Right to Know – Exposure to Hazardous Substances)
ISD 709 Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 501 (School Weapons Policy)
MSBA/MASA Model Policy 506 (Student Discipline)
ISD 709 Policy 532 (Use of Peace Officers and Crisis Teams to Remove Students with IEPs from School Grounds)
MSBA/MASA Model Policy 903 (Visitors to School District Buildings and Sites)
Comprehensive School Safety Guide
Minnesota School Safety Center - Resources (mn.gov)
ISD 709 Emergency Operations Plan
ISD 709 Emergency Site Specific Operations Plan

Replacing: Policy 5123, 4040, 4040R
First Reading: 1/22/2019
Adopted: 2/26/2019
First Reading: 1/14/2025
Second Reading: 2/11/2025
Adopted: 2/25/2025

503 STUDENT ATTENDANCE

I. PURPOSE

A. The school board believes that regular school attendance is directly related to success in academic work, benefits students socially, provides opportunities for important communications between teachers and students, and establishes regular habits of dependability important to the future of the student. The purpose of this policy is to encourage regular school attendance. It is intended to be positive and not punitive.

B. This policy also recognizes that class attendance is a joint responsibility to be shared by the student, parent or guardian, teacher, and administrators. This policy will assist students in attending class.

II. GENERAL STATEMENT OF POLICY

A. Responsibilities

1. Student's Responsibility

It is the student's right to be in school. It is also the student's responsibility to attend all assigned classes and study halls every day that school is in session and to be aware of and follow the correct procedures when absent from an assigned class or study hall. Finally, it is the student's responsibility to request any missed assignments due to an absence.

2. Parent or Guardian's Responsibility

It is the responsibility of the student's parent or guardian to ensure the student is attending school, to inform the school in the event of a student absence, and to work cooperatively with the school and the student to solve any attendance problems that may arise.

3. Teacher's Responsibility

It is the teacher's responsibility to take daily attendance and to maintain accurate attendance records in each assigned class and study hall. It is also the teacher's responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly. It is also the teacher's responsibility to provide any student who has been absent with any missed assignments upon request. Finally, it is the teacher's responsibility to work cooperatively with the student's parent or guardian and the student to solve any attendance problems that may arise.

4. Administrator's Responsibility

a. It is the administrator's responsibility to require students to attend all assigned classes and study halls. It is also the administrator's responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly to all students, to maintain accurate records on student attendance, and to prepare a list of the previous day's absences stating the status of each. Finally, it is the administrator's responsibility to inform the student's parent or guardian of the student's attendance and to work cooperatively with them and

the student to solve attendance problems.

b. In accordance with the Minnesota Compulsory Instruction Law, Minnesota. Statutes, section 120A.22, the students of the school district are REQUIRED to attend all assigned classes and/or study halls every day school is in session, unless the student has been excused by the school board from attendance because the student has already completed state and school district standards required to graduate from high school, has withdrawn, or has a valid excuse for absence.

B. Attendance Procedures

Attendance procedures shall be presented to the school board for review and approval. When approved by the school board, the attendance procedures will be included as an addendum to this policy.

1. Excused Absences

a. A parent, guardian, or other person having control of a child may apply to a school district to have the child excused from attendance for the whole or any part of the time school is in session during any school year. Application may be made to ~~any member of the board,~~ a truant officer, or the school official designated by the ~~a~~ principal~~, or the superintendent~~. A note from a physician or a licensed mental health professional stating that the child cannot attend school is a valid excuse.

[NOTE: The 2025 Minnesota legislature amended Minnesota Statutes, section 120A.22 as indicated above.]

b. To be considered an excused absence, the student's parent or legal guardian may be asked to verify, in writing, the reason for the student's absence from school.

c. The board of the district in which the child resides may approve the application under subparagraph (a) above upon a legitimate exception being demonstrated to the satisfaction of that board.

d. Legitimate Exceptions

The following reasons shall be sufficient to constitute excused absences:

(1) that the child's physical or mental health is such as to prevent attendance at school or application to study for the period required, which includes:

(a) child illness, medical, dental, orthodontic, or counseling appointments; including appointments conducted through telehealth.;

(b) family emergencies;

(c) the death or serious illness or funeral of an immediate family member;

(d) active duty in any military branch of the United States;

(e) the child has a condition that requires ongoing treatment for a mental health diagnosis; or

(f) other exemptions included in this attendance policy:
(1) College campus visits
(2) Extreme weather conditions considered by the parent/guardian to be too dangerous for the student to attend school
(3) Driver's examination. The school requires documentation in order for this to be considered an excused absence.
(4) Prearranged personal or family vacations
(5) Non-school competitions or events, parent/guardian may request an excused absence for participation in a non-school sponsored athletic, dramatic or musical event. The request must be in writing in advance of the first absence and arrangements will be made to complete missed schoolwork

(2). that the child has already completed state and district standards required for graduation from high school; or

(3). that it is the wish of the parent, guardian, or other person having control of the child, that the child attend for a period or periods not exceeding in the aggregate three hours in any week, instruction conducted by a Tribal spiritual or cultural advisor, or a school for religious instruction conducted and maintained by a church, or association of churches, or any Sunday school association incorporated under the laws of this state, or any auxiliary thereof. This instruction must be conducted and maintained in a place other than a public school building, and it must not, in whole or in part, be conducted and maintained at public expense. A child may be absent from school on days that the child attends upon instruction according to this clause.

c. Consequences of Excused Absences

(1) Students whose absences are excused are required to make up all assignments missed or to complete alternative assignments as deemed appropriate by the classroom teacher.

(2) Students will be allowed 2 days to makeup work for every day absent upon return to school. Any work not completed within this period shall result in "no credit" for the missed assignment. However, the building principal or the classroom teacher may extend the time allowed for completion of make-up work in the case of an extended illness or other extenuating circumstances.

(3) A student who is absent for extended time periods due to a placement in an inpatient hospitalization behavioral health unit due to a mental health emergency or placement in a partial hospitalization program for their mental health should

be exempt from missed assignments during that time period. Middle and High School students will have a reduced workload if exemptions are not possible based on course requirements. At a maximum, teachers will require 50% of missed points to be completed. Courses that may have special circumstances requiring more work completion (such as some CITS courses) must have additional work requirements approved in writing by the building principal following consultation with the teacher and school counselor. It may warrant following the identified college's expectations and policies regarding mental health, attendance, and assignment make-up.

2. Unexcused Absences

a. The following are examples of absences which will not be excused:

(1) Truancy. An absence by a student which was not approved by the parent and/or the school district.

(2) Any absence in which the student failed to comply with any reporting requirements of the school district's attendance procedures including absences that are unreported.

(3) Work at home.

(4) Work at a business, except under a school-sponsored work release program.

(5) Absences resulting from accumulated unexcused tardies (3 tardies equal one unexcused absence).

(6) Any other absence not included under the attendance procedures set out in this policy:
(1) Working on school assignments or preparing for exams at home
(2) Personal or family vacation that is not pre-arranged with school administration
(3) Oversleeping or missing alarms
(4) Volunteer work not related to school programming
(5) Missed transportation as scheduled

b. Consequences of Unexcused Absences

(1) Absences resulting from official suspension will be handled in accordance with the Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56.

(2) Days during which a student is suspended from school shall not be counted in a student's total accumulated unexcused absences.

(3) In cases of recurring unexcused absences, the administration may also request the county attorney to file a petition with the juvenile court, pursuant to Minnesota statutes.

C. Tardiness

1. Definition: Students are expected to be in their assigned area at designated times. Failure to do so constitutes tardiness.

2. Procedures for Reporting Tardiness

   a. Students tardy at the start of school must report to the school office for an admission slip.

   b. Tardiness between periods will be handled by the teacher.

3. Excused Tardiness

   Valid excuses for tardiness are:

   a. Illness.

   b. Serious illness in the student's immediate family.

   c. A death or funeral in the student's immediate family or of a close friend or relative.

   d. Medical, dental, orthodontic, or mental health treatment.

   e. Court appearances occasioned by family or personal action.

   f. Physical emergency conditions such as fire, flood, storm, etc.

   g. Any tardiness for which the student has been excused in writing by an administrator or faculty member.

4. Unexcused Tardiness

   a. An unexcused tardiness is failing to be in an assigned area at the designated time class period commences without a valid excuse.

   b. Three unexcused tardies are equivalent to one unexcused absence.

D. Participation in Extracurricular Activities and School-Sponsored On-the-Job Training Programs

1. This policy applies to all students involved in any extracurricular activity scheduled either during or outside the school day and any school-sponsored on-the-job training programs.

2. School-initiated absences will be accepted and participation permitted.

3. A student may not participate in any activity or program if he or she has an unexcused absence from any class during the day.

4. If a student is suspended from any class, he or she may not participate in any activity or program that day.

5. If a student is absent from school due to medical reasons, he or she must present a physician's statement or a statement from the student's parent or guardian clearing the student for participation that day. The note must be presented to the coach or advisor before the student participates in the activity or program.

III. RELIGIOUS OBSERVANCE ACCOMMODATION

Reasonable efforts will be made by the school district to accommodate any student who wishes to be excused from a curricular activity for a religious observance. Requests for accommodations should be directed to the building principal.

IV. DISSEMINATION OF POLICY

1. Copies of this policy shall be made available to all students and parents at the commencement of each school year. This policy shall also be available upon request in each principal's office.

2. The school district will provide annual notice to parents of the school district's policy relating to a student's absence from school for religious observance.

V. REQUIRED REPORTING

A. Continuing Truant

Minnesota Statutes section 260A.02 provides that a continuing truant is a student who is subject to the compulsory instruction requirements of Minnesota Statutes section 120A.22 and is absent from instruction in a school, as defined in Minnesota Statutes section 120A.05, without valid excuse within a single school year for:

1. Three days if the child is in elementary school; or

2. Three or more class periods on three days if the child is in middle school, junior high school, or high school.

B. Reporting Responsibility

When a student is initially classified as a continuing truant, Minnesota Statutes section 260A.03 provides that the school attendance officer or other designated school official shall notify the student's parent or legal guardian, by first class mail or other reasonable means, of the following:

1. That the child is truant;

2. That the parent or guardian should notify the school if there is a valid excuse for the child's absences;

3. That the parent or guardian is obligated to compel the attendance of the child at school pursuant to Minnesota Statutes section 120A.22 and parents or guardians who fail to meet this obligation may be subject to prosecution under

Minnesota Statutes section 120A.34;

4. That this notification serves as the notification required by Minnesota Statutes section 120A.34;

5. That alternative educational programs and services may be available in the child's enrolling or resident district;

6. That the parent or guardian has the right to meet with appropriate school personnel to discuss solutions to the child's truancy;

7. That if the child continues to be truant, the parent and child may be subject to juvenile court proceedings under Minnesota Statutes Chapter 260C;

8. That if the child is subject to juvenile court proceedings, the child may be subject to suspension, restriction, or delay of the child's driving privilege pursuant to Minnesota Statutes section 260C.201; and

9. That it is recommended that the parent or guardian accompany the child to school and attend classes with the child for one day.

C. Habitual Truant

1. A habitual truant is a child under the age of 17 years who is absent from attendance at school without lawful excuse for seven school days per school year if the child is in elementary school or for one or more class periods on seven school days per school year if the child is in middle school, junior high school, or high school, or a child who is 17 years of age who is absent from attendance at school without lawful excuse for one or more class periods on seven school days per school year and who has not lawfully withdrawn from school.

2. A school district attendance officer shall refer a habitual truant child and the child's parent or legal guardian to appropriate services and procedures, under Minnesota Statutes Chapter 260A.

Legal References: Minn. Stat. § 120A.05 (Definitions)
Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 120A.24 (Reporting)
Minn. Stat. § 120A.26 (Enforcement and Prosecution)
Minn. Stat. § 120A.34 (Violations; Penalties)
Minn. Stat. § 120A.35 (Absence from School for Religious Observance) Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 260A.02 (Definitions)
Minn. Stat. § 260A.03 (Notice to Parent or Guardian When Child is a Continuing Truant)
Minn. Stat. § 260C.007, subd. 19 (Habitual Truant Defined)
Minn. Stat. § 260C.201 (Dispositions; Children in Need of Protection or Services or Neglected and in Foster Care)
Goss v. Lopez, 419 U.S. 565 (1975)
Slocum v. Holton Bd. of Educ., 429 N.W.2d 607 (Mich. App. Ct. 1988)
Campbell v. Bd. of Educ. of New Milford, 475 A.2d 289 (Conn. 1984)

Hamer v. Bd. of Educ. of Twp. High Sch. Dist. No. 113, 66 Ill. App.3d 7, 383 N.E.2d 231 (1978)
Gutierrez v. Sch. Dist. R-1, 585 P.2d 935 (Co. Ct. App. 1978)
Knight v. Bd. of Educ., 38 Ill. App. 3d 603, 348 N.E.2d 299 (1976)
Dorsey v. Bale, 521 S.W.2d 76 (Ky. 1975)

Cross References: MSBA/MASA Model Policy 506 (Student Discipline)

Replacing:	Policy 5025
First Reading:	03-22-2016
Adopted:	**04-19-2016 ISD 709**
First Reading:	06-20-2023
Second Reading:	07-18-2023
Adopted:	07-18-2023
First Reading:	01-14-2025
Second Reading:	02-11-2025
Adopted:	02-25-2025

503 STUDENT ATTENDANCE

I. PURPOSE

A. The school board believes that regular school attendance is directly related to success in academic work, benefits students socially, provides opportunities for important communications between teachers and students, and establishes regular habits of dependability important to the future of the student. The purpose of this policy is to encourage regular school attendance. It is intended to be positive and not punitive.

B. This policy also recognizes that class attendance is a joint responsibility to be shared by the student, parent or guardian, teacher, and administrators. This policy will assist students in attending class.

II. GENERAL STATEMENT OF POLICY

A. Responsibilities

1. Student's Responsibility

It is the student's right to be in school. It is also the student's responsibility to attend all assigned classes and study halls every day that school is in session and to be aware of and follow the correct procedures when absent from an assigned class or study hall. Finally, it is the student's responsibility to request any missed assignments due to an absence.

2. Parent or Guardian's Responsibility

It is the responsibility of the student's parent or guardian to ensure the student is attending school, to inform the school in the event of a student absence, and to work cooperatively with the school and the student to solve any attendance problems that may arise.

3. Teacher's Responsibility

It is the teacher's responsibility to take daily attendance and to maintain accurate attendance records in each assigned class and study hall. It is also the teacher's responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly. It is also the teacher's responsibility to provide any student who has been absent with any missed assignments upon request. Finally, it is the teacher's responsibility to work cooperatively with the student's parent or guardian and the student to solve any attendance problems that may arise.

4. Administrator's Responsibility

a. It is the administrator's responsibility to require students to attend all assigned classes and study halls. It is also the administrator's responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly to all students, to maintain accurate records on student attendance, and to prepare a list of the previous day's absences stating the status of each. Finally, it is the administrator's responsibility to inform the student's parent or guardian of the student's attendance and to work cooperatively with them and

the student to solve attendance problems.

b. In accordance with the Minnesota Compulsory Instruction Law, Minnesota. Statutes, section 120A.22, the students of the school district are REQUIRED to attend all assigned classes and/or study halls every day school is in session, unless the student has been excused by the school board from attendance because the student has already completed state and school district standards required to graduate from high school, has withdrawn, or has a valid excuse for absence.

B. Attendance Procedures

Attendance procedures shall be presented to the school board for review and approval. When approved by the school board, the attendance procedures will be included as an addendum to this policy.

1. Excused Absences

a. A parent, guardian, or other person having control of a child may apply to a school district to have the child excused from attendance for the whole or any part of the time school is in session during any school year. Application may be made toa truant officer, or the school official designated by the principal. A note from a physician or a licensed mental health professional stating that the child cannot attend school is a valid excuse.

b. To be considered an excused absence, the student’s parent or legal guardian may be asked to verify, in writing, the reason for the student’s absence from school.

c. The board of the district in which the child resides may approve the application under subparagraph (a) above upon a legitimate exception being demonstrated to the satisfaction of that board.

d. Legitimate Exceptions

The following reasons shall be sufficient to constitute excused absences:

(1) that the child's physical or mental health is such as to prevent attendance at school or application to study for the period required, which includes:

(a) child illness, medical, dental, orthodontic, or counseling appointments; including appointments conducted through telehealth.;

(b) family emergencies;

(c) the death or serious illness or funeral of an immediate family member;

(d) active duty in any military branch of the United States;

(e) the child has a condition that requires ongoing treatment for a mental health diagnosis; or

(f) other exemptions included in this attendance policy:
(1) College campus visits
(2) Extreme weather conditions considered by the parent/guardian to be too dangerous for the student to attend school
(3) Driver's examination. The school requires documentation in order for this to be considered an excused absence.
(4) Prearranged personal or family vacations
(5) Non-school competitions or events, parent/guardian may request an excused absence for participation in a non-school sponsored athletic, dramatic or musical event. The request must be in writing in advance of the first absence and arrangements will be made to complete missed schoolwork

(2). that the child has already completed state and district standards required for graduation from high school; or

(3). that it is the wish of the parent, guardian, or other person having control of the child, that the child attend for a period or periods not exceeding in the aggregate three hours in any week, instruction conducted by a Tribal spiritual or cultural advisor, or a school for religious instruction conducted and maintained by a church, or association of churches, or any Sunday school association incorporated under the laws of this state, or any auxiliary thereof. This instruction must be conducted and maintained in a place other than a public school building, and it must not, in whole or in part, be conducted and maintained at public expense. A child may be absent from school on days that the child attends upon instruction according to this clause.

c. Consequences of Excused Absences

(1) Students whose absences are excused are required to make up all assignments missed or to complete alternative assignments as deemed appropriate by the classroom teacher.

(2) Students will be allowed 2 days to makeup work for every day absent upon return to school. Any work not completed within this period shall result in "no credit" for the missed assignment. However, the building principal or the classroom teacher may extend the time allowed for completion of make-up work in the case of an extended illness or other extenuating circumstances.

(3) A student who is absent for extended time periods due to a placement in an inpatient hospitalization behavioral health unit due to a mental health emergency or placement in a partial hospitalization program for their mental health should be exempt from missed assignments during that time period. Middle and High School students will have a reduced workload if exemptions are not possible based on course requirements. At a maximum, teachers will require 50% of missed points to

be completed. Courses that may have special circumstances requiring more work completion (such as some CITS courses) must have additional work requirements approved in writing by the building principal following consultation with the teacher and school counselor. It may warrant following the identified college's expectations and policies regarding mental health, attendance, and assignment make-up.

2. Unexcused Absences

a. The following are examples of absences which will not be excused:

(1) Truancy. An absence by a student which was not approved by the parent and/or the school district.

(2) Any absence in which the student failed to comply with any reporting requirements of the school district's attendance procedures including absences that are unreported.

(3) Work at home.

(4) Work at a business, except under a school-sponsored work release program.

(5) Absences resulting from accumulated unexcused tardies (3 tardies equal one unexcused absence).

(6) Any other absence not included under the attendance procedures set out in this policy:
(1) Working on school assignments or preparing for exams at home
(2) Personal or family vacation that is not pre-arranged with school administration
(3) Oversleeping or missing alarms
(4) Volunteer work not related to school programming
(5) Missed transportation as scheduled

b. Consequences of Unexcused Absences

(1) Absences resulting from official suspension will be handled in accordance with the Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56.

(2) Days during which a student is suspended from school shall not be counted in a student's total accumulated unexcused absences.

(3) In cases of recurring unexcused absences, the administration may also request the county attorney to file a petition with the juvenile court, pursuant to Minnesota statutes.

C. Tardiness

1. Definition: Students are expected to be in their assigned area at designated times. Failure to do so constitutes tardiness.

2. Procedures for Reporting Tardiness

a. Students tardy at the start of school must report to the school office for an admission slip.

b. Tardiness between periods will be handled by the teacher.

3. Excused Tardiness

Valid excuses for tardiness are:

a. Illness.

b. Serious illness in the student's immediate family.

c. A death or funeral in the student's immediate family or of a close friend or relative.

d. Medical, dental, orthodontic, or mental health treatment.

e. Court appearances occasioned by family or personal action.

f. Physical emergency conditions such as fire, flood, storm, etc.

g. Any tardiness for which the student has been excused in writing by an administrator or faculty member.

4. Unexcused Tardiness

a. An unexcused tardiness is failing to be in an assigned area at the designated time class period commences without a valid excuse.

b. Three unexcused tardies are equivalent to one unexcused absence.

D. Participation in Extracurricular Activities and School-Sponsored On-the-Job Training Programs

1. This policy applies to all students involved in any extracurricular activity scheduled either during or outside the school day and any school-sponsored on-the-job training programs.

2. School-initiated absences will be accepted and participation permitted.

3. A student may not participate in any activity or program if he or she has an unexcused absence from any class during the day.

4. If a student is suspended from any class, he or she may not participate in any activity or program that day.

5. If a student is absent from school due to medical reasons, he or she must present a physician's statement or a statement from the student's parent or guardian clearing the student for participation that day. The note must be presented to the coach or advisor before the student participates in the activity or program.

III. RELIGIOUS OBSERVANCE ACCOMMODATION

Reasonable efforts will be made by the school district to accommodate any student who wishes to be excused from a curricular activity for a religious observance. Requests for accommodations should be directed to the building principal.

IV. DISSEMINATION OF POLICY

1. Copies of this policy shall be made available to all students and parents at the commencement of each school year. This policy shall also be available upon request in each principal's office.

2. The school district will provide annual notice to parents of the school district's policy relating to a student's absence from school for religious observance.

V. REQUIRED REPORTING

A. Continuing Truant

Minnesota Statutes section 260A.02 provides that a continuing truant is a student who is subject to the compulsory instruction requirements of Minnesota Statutes section 120A.22 and is absent from instruction in a school, as defined in Minnesota Statutes section 120A.05, without valid excuse within a single school year for:

1. Three days if the child is in elementary school; or

2. Three or more class periods on three days if the child is in middle school, junior high school, or high school.

B. Reporting Responsibility

When a student is initially classified as a continuing truant, Minnesota Statutes section 260A.03 provides that the school attendance officer or other designated school official shall notify the student's parent or legal guardian, by first class mail or other reasonable means, of the following:

1. That the child is truant;

2. That the parent or guardian should notify the school if there is a valid excuse for the child's absences;

3. That the parent or guardian is obligated to compel the attendance of the child at school pursuant to Minnesota Statutes section 120A.22 and parents or guardians who fail to meet this obligation may be subject to prosecution under Minnesota Statutes section 120A.34;

4. That this notification serves as the notification required by Minnesota Statutes

section 120A.34;

5. That alternative educational programs and services may be available in the child's enrolling or resident district;

6. That the parent or guardian has the right to meet with appropriate school personnel to discuss solutions to the child's truancy;

7. That if the child continues to be truant, the parent and child may be subject to juvenile court proceedings under Minnesota Statutes Chapter 260C;

8. That if the child is subject to juvenile court proceedings, the child may be subject to suspension, restriction, or delay of the child's driving privilege pursuant to Minnesota Statutes section 260C.201; and

9. That it is recommended that the parent or guardian accompany the child to school and attend classes with the child for one day.

C. Habitual Truant

1. A habitual truant is a child under the age of 17 years who is absent from attendance at school without lawful excuse for seven school days per school year if the child is in elementary school or for one or more class periods on seven school days per school year if the child is in middle school, junior high school, or high school, or a child who is 17 years of age who is absent from attendance at school without lawful excuse for one or more class periods on seven school days per school year and who has not lawfully withdrawn from school.

2. A school district attendance officer shall refer a habitual truant child and the child's parent or legal guardian to appropriate services and procedures, under Minnesota Statutes Chapter 260A.

Legal References:
Minn. Stat. § 120A.05 (Definitions)
Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 120A.24 (Reporting)
Minn. Stat. § 120A.26 (Enforcement and Prosecution)
Minn. Stat. § 120A.34 (Violations; Penalties)
Minn. Stat. § 120A.35 (Absence from School for Religious Observance) Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 260A.02 (Definitions)
Minn. Stat. § 260A.03 (Notice to Parent or Guardian When Child is a Continuing Truant)
Minn. Stat. § 260C.007, subd. 19 (Habitual Truant Defined)
Minn. Stat. § 260C.201 (Dispositions; Children in Need of Protection or Services or Neglected and in Foster Care)
Goss v. Lopez, 419 U.S. 565 (1975)
Slocum v. Holton Bd. of Educ., 429 N.W.2d 607 (Mich. App. Ct. 1988)
Campbell v. Bd. of Educ. of New Milford, 475 A.2d 289 (Conn. 1984)
Hamer v. Bd. of Educ. of Twp. High Sch. Dist. No. 113, 66 Ill. App.3d 7, 383 N.E.2d 231 (1978)
Gutierrez v. Sch. Dist. R-1, 585 P.2d 935 (Co. Ct. App. 1978)
Knight v. Bd. of Educ., 38 Ill. App. 3d 603, 348 N.E.2d 299 (1976)
Dorsey v. Bale, 521 S.W.2d 76 (Ky. 1975)

Cross References: MSBA/MASA Model Policy 506 (Student Discipline)

Replacing:	Policy 5025
First Reading:	03-22-2016
Adopted:	**04-19-2016 ISD 709**
First Reading:	06-20-2023
Second Reading:	07-18-2023
Adopted:	07-18-2023
First Reading:	01-14-2025
Second Reading:	02-11-2025
Adopted:	02-25-2025
Reviewed:	

503 STUDENT ATTENDANCE

I. PURPOSE

A. The school board believes that regular school attendance is directly related to success in academic work, benefits students socially, provides opportunities for important communications between teachers and students, and establishes regular habits of dependability important to the future of the student. The purpose of this policy is to encourage regular school attendance. It is intended to be positive and not punitive.

B. This policy also recognizes that class attendance is a joint responsibility to be shared by the student, parent or guardian, teacher, and administrators. This policy will assist students in attending class.

II. GENERAL STATEMENT OF POLICY

A. Responsibilities

1. Student's Responsibility

It is the student's right to be in school. It is also the student's responsibility to attend all assigned classes and study halls every day that school is in session and to be aware of and follow the correct procedures when absent from an assigned class or study hall. Finally, it is the student's responsibility to request any missed assignments due to an absence.

2. Parent or Guardian's Responsibility

It is the responsibility of the student's parent or guardian to ensure the student is attending school, to inform the school in the event of a student absence, and to work cooperatively with the school and the student to solve any attendance problems that may arise.

3. Teacher's Responsibility

It is the teacher's responsibility to take daily attendance and to maintain accurate attendance records in each assigned class and study hall. It is also the teacher's responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly. It is also the teacher's responsibility to provide any student who has been absent with any missed assignments upon request. Finally, it is the teacher's responsibility to work cooperatively with the student's parent or guardian and the student to solve any attendance problems that may arise.

4. Administrator's Responsibility

a. It is the administrator's responsibility to require students to attend all assigned classes and study halls. It is also the administrator's responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly to all students, to maintain accurate records on student attendance, and to prepare a list of the previous day's absences stating the status of each. Finally, it is the administrator's responsibility to inform the student's parent or guardian of the student's attendance and to work cooperatively with them and

the student to solve attendance problems.

b. In accordance with the Minnesota Compulsory Instruction Law, Minnesota. Statutes, section 120A.22, the students of the school district are REQUIRED to attend all assigned classes and/or study halls every day school is in session, unless the student has been excused by the school board from attendance because the student has already completed state and school district standards required to graduate from high school, has withdrawn, or has a valid excuse for absence.

B. Attendance Procedures

Attendance procedures shall be presented to the school board for review and approval. When approved by the school board, the attendance procedures will be included as an addendum to this policy.

1. Excused Absences

a. A parent, guardian, or other person having control of a child may apply to a school district to have the child excused from attendance for the whole or any part of the time school is in session during any school year. Application may be made to any member of the board, a truant officer, a principal, or the superintendent. A note from a physician or a licensed mental health professional stating that the child cannot attend school is a valid excuse.

b. To be considered an excused absence, the student's parent or legal guardian may be asked to verify, in writing, the reason for the student's absence from school.

c. The board of the district in which the child resides may approve the application under subparagraph (a) above upon a legitimate exception being demonstrated to the satisfaction of that board.

d. Legitimate Exceptions

The following reasons shall be sufficient to constitute excused absences:

(1) that the child's physical or mental health is such as to prevent attendance at school or application to study for the period required, which includes:

(a) child illness, medical, dental, orthodontic, or counseling appointments; including appointments conducted through telehealth.;

(b) family emergencies;

(c) the death or serious illness or funeral of an immediate family member;

(d) active duty in any military branch of the United States;

(e) the child has a condition that requires ongoing treatment for a mental health diagnosis; or

(f) other exemptions included in this attendance policy:
(1) College campus visits
(2) Extreme weather conditions considered by the parent/guardian to be too dangerous for the student to attend school
(3) Driver's examination. The school requires documentation in order for this to be considered an excused absence.
(4) Prearranged personal or family vacations
(5) Non-school competitions or events, parent/guardian may request an excused absence for participation in a non-school sponsored athletic, dramatic or musical event. The request must be in writing in avance of the first absence and arrangements will be made to complete missed schoolwork

(2). that the child has already completed state and district standards required for graduation from high school; or

(3). that it is the wish of the parent, guardian, or other person having control of the child, that the child attend for a period or periods not exceeding in the aggregate three hours in any week, instruction conducted by a Tribal spiritual or cultural advisor, or a school for religious instruction conducted and maintained by a church, or association of churches, or any Sunday school association incorporated under the laws of this state, or any auxiliary thereof. This instruction must be conducted and maintained in a place other than a public school building, and it must not, in whole or in part, be conducted and maintained at public expense. A child may be absent from school on days that the child attends upon instruction according to this clause.

c. Consequences of Excused Absences

(1) Students whose absences are excused are required to make up all assignments missed or to complete alternative assignments as deemed appropriate by the classroom teacher.

(2) Students will be allowed 2 days to makeup work for every day absent upon return to school. Any work not completed within this period shall result in "no credit" for the missed assignment. However, the building principal or the classroom teacher may extend the time allowed for completion of make-up work in the case of an extended illness or other extenuating circumstances.

(3) A student who is absent for extended time periods due to a placement in an inpatient hospitalization behavioral health unit due to a mental health emergency or placement in a partial hospitalization program for their mental health should be exempt from missed assignments during that time period. Middle and High School students will have a reduced workload if exemptions are not possible based on course requirements. At a maximum, teachers will require 50% of missed points to

be completed. Courses that may have special circumstances requiring more work completion (such as some CITS courses) must have additional work requirements approved in writing by the building principal following consultation with the teacher and school counselor. It may warrant following the identified college's expectations and policies regarding mental health, attendance, and assignment make-up.

2. Unexcused Absences

a. The following are examples of absences which will not be excused:

(1) Truancy. An absence by a student which was not approved by the parent and/or the school district.

(2) Any absence in which the student failed to comply with any reporting requirements of the school district's attendance procedures including absences that are unreported.

(3) Work at home.

(4) Work at a business, except under a school-sponsored work release program.

(5) Absences resulting from accumulated unexcused tardies (3 tardies equal one unexcused absence).

(6) Any other absence not included under the attendance procedures set out in this policy:
(1) Working on school assignments or preparing for exams at home
(2) Personal or family vacation that is not pre-arranged with school administration
(3) Oversleeping or missing alarms
(4) Volunteer work not related to school programming
(5) Missed transportation as scheduled

b. Consequences of Unexcused Absences

(1) Absences resulting from official suspension will be handled in accordance with the Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56.

(2) Days during which a student is suspended from school shall not be counted in a student's total accumulated unexcused absences.

(3) In cases of recurring unexcused absences, the administration may also request the county attorney to file a petition with the juvenile court, pursuant to Minnesota statutes.

C. Tardiness

1. Definition: Students are expected to be in their assigned area at designated times. Failure to do so constitutes tardiness.

2. Procedures for Reporting Tardiness

   a. Students tardy at the start of school must report to the school office for an admission slip.

   b. Tardiness between periods will be handled by the teacher.

3. Excused Tardiness

   Valid excuses for tardiness are:

   a. Illness.

   b. Serious illness in the student's immediate family.

   c. A death or funeral in the student's immediate family or of a close friend or relative.

   d. Medical, dental, orthodontic, or mental health treatment.

   e. Court appearances occasioned by family or personal action.

   f. Physical emergency conditions such as fire, flood, storm, etc.

   g. Any tardiness for which the student has been excused in writing by an administrator or faculty member.

4. Unexcused Tardiness

   a. An unexcused tardiness is failing to be in an assigned area at the designated time class period commences without a valid excuse.

   b. Three unexcused tardies are equivalent to one unexcused absence.

D. Participation in Extracurricular Activities and School-Sponsored On-the-Job Training Programs

1. This policy applies to all students involved in any extracurricular activity scheduled either during or outside the school day and any school-sponsored on-the-job training programs.

2. School-initiated absences will be accepted and participation permitted.

3. A student may not participate in any activity or program if he or she has an unexcused absence from any class during the day.

4. If a student is suspended from any class, he or she may not participate in any activity or program that day.

5. If a student is absent from school due to medical reasons, he or she must present a physician's statement or a statement from the student's parent or guardian clearing the student for participation that day. The note must be presented to the coach or advisor before the student participates in the activity or program.

III. RELIGIOUS OBSERVANCE ACCOMMODATION

Reasonable efforts will be made by the school district to accommodate any student who wishes to be excused from a curricular activity for a religious observance. Requests for accommodations should be directed to the building principal.

IV. DISSEMINATION OF POLICY

1. Copies of this policy shall be made available to all students and parents at the commencement of each school year. This policy shall also be available upon request in each principal's office.

2. The school district will provide annual notice to parents of the school district's policy relating to a student's absence from school for religious observance.

V. REQUIRED REPORTING

A. Continuing Truant

Minnesota Statutes section 260A.02 provides that a continuing truant is a student who is subject to the compulsory instruction requirements of Minnesota Statutes section 120A.22 and is absent from instruction in a school, as defined in Minnesota Statutes section 120A.05, without valid excuse within a single school year for:

1. Three days if the child is in elementary school; or

2. Three or more class periods on three days if the child is in middle school, junior high school, or high school.

B. Reporting Responsibility

When a student is initially classified as a continuing truant, Minnesota Statutes section 260A.03 provides that the school attendance officer or other designated school official shall notify the student's parent or legal guardian, by first class mail or other reasonable means, of the following:

1. That the child is truant;

2. That the parent or guardian should notify the school if there is a valid excuse for the child's absences;

3. That the parent or guardian is obligated to compel the attendance of the child at school pursuant to Minnesota Statutes section 120A.22 and parents or guardians who fail to meet this obligation may be subject to prosecution under

Minnesota Statutes section 120A.34;

4. That this notification serves as the notification required by Minnesota Statutes section 120A.34;

5. That alternative educational programs and services may be available in the child's enrolling or resident district;

6. That the parent or guardian has the right to meet with appropriate school personnel to discuss solutions to the child's truancy;

7. That if the child continues to be truant, the parent and child may be subject to juvenile court proceedings under Minnesota Statutes Chapter 260C;

8. That if the child is subject to juvenile court proceedings, the child may be subject to suspension, restriction, or delay of the child's driving privilege pursuant to Minnesota Statutes section 260C.201; and

9. That it is recommended that the parent or guardian accompany the child to school and attend classes with the child for one day.

C. Habitual Truant

1. A habitual truant is a child under the age of 17 years who is absent from attendance at school without lawful excuse for seven school days per school year if the child is in elementary school or for one or more class periods on seven school days per school year if the child is in middle school, junior high school, or high school, or a child who is 17 years of age who is absent from attendance at school without lawful excuse for one or more class periods on seven school days per school year and who has not lawfully withdrawn from school.

2. A school district attendance officer shall refer a habitual truant child and the child's parent or legal guardian to appropriate services and procedures, under Minnesota Statutes Chapter 260A.

Legal References:
Minn. Stat. § 120A.05 (Definitions)
Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 120A.24 (Reporting)
Minn. Stat. § 120A.26 (Enforcement and Prosecution)
Minn. Stat. § 120A.34 (Violations; Penalties)
Minn. Stat. § 120A.35 (Absence from School for Religious Observance) Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 260A.02 (Definitions)
Minn. Stat. § 260A.03 (Notice to Parent or Guardian When Child is a Continuing Truant)
Minn. Stat. § 260C.007, subd. 19 (Habitual Truant Defined)
Minn. Stat. § 260C.201 (Dispositions; Children in Need of Protection or Services or Neglected and in Foster Care)
Goss v. Lopez, 419 U.S. 565 (1975)
Slocum v. Holton Bd. of Educ., 429 N.W.2d 607 (Mich. App. Ct. 1988)
Campbell v. Bd. of Educ. of New Milford, 475 A.2d 289 (Conn. 1984)

Hamer v. Bd. of Educ. of Twp. High Sch. Dist. No. 113, 66 Ill. App.3d 7, 383 N.E.2d 231 (1978)
Gutierrez v. Sch. Dist. R-1, 585 P.2d 935 (Co. Ct. App. 1978)
Knight v. Bd. of Educ., 38 Ill. App. 3d 603, 348 N.E.2d 299 (1976)
Dorsey v. Bale, 521 S.W.2d 76 (Ky. 1975)

Cross References: MSBA/MASA Model Policy 506 (Student Discipline)

Replacing:	Policy 5025
First Reading:	03-22-2016
Adopted:	**04-19-2016 ISD 709**
First Reading:	06-20-2023
Second Reading:	07-18-2023
Adopted:	07-18-2023
First Reading:	01-14-2025
Second Reading:	02-11-2025
Adopted:	02-25-2025

606.5 LIBRARY MATERIALS

I. PURPOSE

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

II. GENERAL STATEMENT OF PURPOSE

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

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

III. DEFINITIONS

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

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

Minnesota Statutes, section 124D.991, states that a school district or charter school library or school library media center provides equitable and free access to students, teachers, and administrators and that a school library or school library media center must have the following characteristics:

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

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

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

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

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

IV. RESPONSIBILITY FOR SELECTION OF LIBRARY MATERIALS

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

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

C. The procedures for selection and reconsideration set forth in this policy will be administered by:

1. a licensed library media specialist under Minnesota Rules, part 8710.4550;

2. an individual with a master's degree in library science or Library Media Specialist licensure; or

3. a professional librarian or a person trained in library collection management.

D. The school board may decline to purchase, lend, or shelve or remove access to library materials legitimately based on:

1. practical reasons, including but not limited to shelf space limitations, rare or antiquarian status, damage, or obsolescence;

2. legitimate pedagogical concerns, including but not limited to the appropriateness of potentially sensitive topics for the library's intended audience, the selection of library materials for a curated collection, or the likelihood of causing a material and substantial disruption of the work and discipline of the school; or

3. compliance with state or federal law.

V. SELECTION OF LIBRARY MATERIALS

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

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

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

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

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

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

   a. Artistic quality and/or literary style;

   b. Authenticity;

   c. Critical thinking;

   d. Educational significance;

   e. Factual content;

   f. High interest for intended audience; and

   g. Readability.

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

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

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

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

E. Gifts and Donations of Library Materials

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

VI. INDIVIDUAL STUDENT ACCESS TO SPECIFIC LIBRARY MATERIAL

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

from the library or restrictions upon any other student accessing specific library materials.

VII. RECONSIDERATION OF SPECIFIC LIBRARY MATERIAL

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

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

C. Informal Request for Reconsideration of Specific Library Material

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

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

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

D. Formal Request for Reconsideration of Specific Library Collection Material

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

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

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

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

   a. One member of the school district administration

   b. One principal

c. Two teachers

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

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

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

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

4. The Review Committee

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

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

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

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

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

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

VIII. CHALLENGE REPORT

Upon the completion of a content challenge or reconsideration process in accordance with this policy, the school board must submit a report of the challenge to the Commissioner of the Minnesota Department of Education that includes:

A. the title, author, and other relevant identifying information about the material being challenged;

B. the date, time, and location of any public hearing held on the challenge in question, including minutes or transcripts;

C. the result of the challenge or reconsideration request; and

D. accurate and timely information on who from the school district the Department of Education may contact with questions or follow-up.

IX. PROHIBITION ON RETALIATION

The school district may not discriminate against or discipline an employee for complying with Minnesota Statutes, section 134.51.

Legal References: Minn. Stat. § 120A.22, Subd. 9 (Compulsory Instruction)
Minn. Stat. § 123B.02 (General Powers of Independent School Districts)
Minn. Stat. § 123B.09 (School Board Responsibilities)
Minn. Stat. § 124D.991 (Public School Libraries and Media Centers)
Minn. Stat. § 134.51 (Access to Library Materials and Rights Protected)
Minn. Rules Part 8710.4550 (Library Media Specialists)
Bd. of Educ., Island Trees Union Free Sch. Dist. No. 26 v. Pico, 457 U.S. 853 (1982)
Virginia State Bd. of Educ. v. Barnette, 319 U.S. 624, 642 (1943)

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

First Reading: 11.21.23
Second Reading: 12.19.23
Adopted: 12.19.23
Reviewed: 01.28.25

606.5 LIBRARY MATERIALS

I. PURPOSE

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

II. GENERAL STATEMENT OF PURPOSE

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

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

III. DEFINITIONS

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

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

Minnesota Statutes, section 124D.991, states that a school district or charter school library or school library media center provides equitable and free access to students, teachers, and administrators and that a school library or school library media center must have the following characteristics:

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

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

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

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

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

IV. RESPONSIBILITY FOR SELECTION OF LIBRARY MATERIALS

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

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

C. The procedures for selection and reconsideration set forth in this policy will be administered by:

1. a licensed library media specialist under Minnesota Rules, part 8710.4550;

2. an individual with a master's degree in library science or Library Media Specialist licensure; or

3. a professional librarian or a person trained in library collection management.

D. The school board may decline to purchase, lend, or shelve or remove access to library materials legitimately based on:

1. practical reasons, including but not limited to shelf space limitations, rare or antiquarian status, damage, or obsolescence;

2. legitimate pedagogical concerns, including but not limited to the appropriateness of potentially sensitive topics for the library's intended audience, the selection of library materials for a curated collection, or the likelihood of causing a material and substantial disruption of the work and discipline of the school; or

3. compliance with state or federal law.

V. SELECTION OF LIBRARY MATERIALS

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

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

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

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

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

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

   a. Artistic quality and/or literary style;

   b. Authenticity;

   c. Critical thinking;

   d. Educational significance;

   e. Factual content;

   f. High interest for intended audience; and

   g. Readability.

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

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

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

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

E. Gifts and Donations of Library Materials

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

VI. INDIVIDUAL STUDENT ACCESS TO SPECIFIC LIBRARY MATERIAL

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

from the library or restrictions upon any other student accessing specific library materials.

VII. RECONSIDERATION OF SPECIFIC LIBRARY MATERIAL

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

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

C. Informal Request for Reconsideration of Specific Library Material

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

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

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

D. Formal Request for Reconsideration of Specific Library Collection Material

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

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

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

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

   a. One member of the school district administration

   b. One principal

c. Two teachers

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

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

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

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

4. The Review Committee

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

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

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

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

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

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

VIII. CHALLENGE REPORT

Upon the completion of a content challenge or reconsideration process in accordance with this policy, the school board must submit a report of the challenge to the Commissioner of the Minnesota Department of Education that includes:

A. the title, author, and other relevant identifying information about the material being challenged;

B. the date, time, and location of any public hearing held on the challenge in question, including minutes or transcripts;

C. the result of the challenge or reconsideration request; and

D. accurate and timely information on who from the school district the Department of Education may contact with questions or follow-up.

IX. PROHIBITION ON RETALIATION

The school district may not discriminate against or discipline an employee for complying with Minnesota Statutes, section 134.51.

Legal References: Minn. Stat. § 120A.22, Subd. 9 (Compulsory Instruction)
Minn. Stat. § 123B.02 (General Powers of Independent School Districts)
Minn. Stat. § 123B.09 (School Board Responsibilities)
Minn. Stat. § 124D.991 (Public School Libraries and Media Centers)
Minn. Stat. § 134.51 (Access to Library Materials and Rights Protected)
Minn. Rules Part 8710.4550 (Library Media Specialists)
Bd. of Educ., Island Trees Union Free Sch. Dist. No. 26 v. Pico, 457 U.S. 853 (1982)
Virginia State Bd. of Educ. v. Barnette, 319 U.S. 624, 642 (1943)

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

First Reading: 11.21.23
Second Reading: 12.19.23
Adopted: 12.19.23
Reviewed: 01.28.25
Reviewed:

606.5 LIBRARY MATERIALS

I. PURPOSE

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

II. GENERAL STATEMENT OF PURPOSE

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

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

III. DEFINITIONS

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

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

Minnesota Statutes, section 124D.91, states that a school district or charter school library or school library media center provides equitable and free access to students, teachers, and administrators and that a school library or school library media center must have the following characteristics:

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

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

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

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

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

IV. RESPONSIBILITY FOR SELECTION OF LIBRARY MATERIALS

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

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

C. The procedures for selection and reconsideration set forth in this policy will be administered by:

1. a licensed library media specialist under Minnesota Rules, part 8710.4550;

2. an individual with a master's degree in library science or Library Media Specialist licensure; or

3. a professional librarian or a person trained in library collection management.

D. The school board may decline to purchase, lend, or shelve or remove access to library materials legitimately based on:

1. practical reasons, including but not limited to shelf space limitations, rare or antiquarian status, damage, or obsolescence;

2. legitimate pedagogical concerns, including but not limited to the appropriateness of potentially sensitive topics for the library's intended audience, the selection of library materials for a curated collection, or the likelihood of causing a material and substantial disruption of the work and discipline of the school; or

3. compliance with state or federal law.

V. SELECTION OF LIBRARY MATERIALS

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

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

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

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

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

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

   a. Artistic quality and/or literary style;

   b. Authenticity;

   c. Critical thinking;

   d. Educational significance;

   e. Factual content;

   f. High interest for intended audience; and

   g. Readability.

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

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

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

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

E. Gifts and Donations of Library Materials

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

VI. INDIVIDUAL STUDENT ACCESS TO SPECIFIC LIBRARY MATERIAL

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

from the library or restrictions upon any other student accessing specific library materials.

VII. RECONSIDERATION OF SPECIFIC LIBRARY MATERIAL

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

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

C. Informal Request for Reconsideration of Specific Library Material

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

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

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

D. Formal Request for Reconsideration of Specific Library Collection Material

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

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

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

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

   a. One member of the school district administration

   b. One principal

c. Two teachers

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

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

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

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

4. The Review Committee

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

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

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

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

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

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

VIII. CHALLENGE REPORT

Upon the completion of a content challenge or reconsideration process in accordance with this policy, the school board must submit a report of the challenge to the Commissioner of the Minnesota Department of Education that includes:

A. the title, author, and other relevant identifying information about the material being challenged;

B. the date, time, and location of any public hearing held on the challenge in question, including minutes or transcripts;

C. the result of the challenge or reconsideration request; and

D. accurate and timely information on who from the school district the Department of Education may contact with questions or follow-up.

IX. PROHIBITION ON RETALIATION

The school district may not discriminate against or discipline an employee for complying with Minnesota Statutes, section 134.51.

Legal References: Minn. Stat. § 120A.22, Subd. 9 (Compulsory Instruction)
Minn. Stat. § 123B.02 (General Powers of Independent School Districts)
Minn. Stat. § 123B.09 (School Board Responsibilities)
Minn. Stat. § 124D.991 (Public School Libraries and Media Centers)
Minn. Stat. § 134.51 (Access to Library Materials and Rights Protected)
Minn. Rules Part 8710.4550 (Library Media Specialists)
Bd. of Educ., Island Trees Union Free Sch. Dist. No. 26 v. Pico, 457 U.S. 853 (1982)
Virginia State Bd. of Educ. v. Barnette, 319 U.S. 624, 642 (1943)

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

First Reading: 11.21.23
Second Reading: 12.19.23
Adopted: 12.19.23
Reviewed: 01.28.25

602 ORGANIZATION OF SCHOOL CALENDAR AND SCHOOL DAY

I. PURPOSE

The purpose of this policy is to provide for a timely determination of the school calendar and school day.

II. GENERAL STATEMENT OF POLICY

The school calendar and schedule of the school day are important to parents, students, employees, and the general public for advance, effective planning of the school year.

III. CALENDAR RESPONSIBILITY

A. The school calendar shall be adopted annually by the school board. It shall meet all provisions of Minnesota statutes pertaining to minimum number of school days and other provisions of law. The school calendar shall establish student days, workshop days for staff, provide for emergency closings and other information related to students, staff, and parents.

B. Except for learning programs during summer and flexible learning year programs, the school district will not commence an elementary or secondary school year before Labor Day, except as provided in Section III.B.1., III.B.2., or III.B.3. Days devoted to teacher's workshops may be held before Labor Day.

1. The school district may begin the school year on any day before Labor Day to accommodate a construction or remodeling project of $400,000 or more affecting a school district school facility.

2. The school district may begin the school year on any day before Labor Day if the school district has agreement under Minnesota Statutes, § section 123A.30, § 123A.32, or § 123A.35 with a school district that qualifies under Section III.B.1.

3. The school district may begin the school year on any day before Labor Day if the school district agrees to the same schedule with a school district in an adjoining state.

[NOTE: The 2025 Minnesota legislature enacted the following:

Notwithstanding Minnesota Statutes, section 120A.40, paragraph (a), or other law to the contrary, for the 2026-2027 and 2027-2028 school years only, a school board may vote to begin the school year on September 1 or later. Nothing in this section limits a district's authority to begin the school year on any day before Labor Day under section 120A.40, paragraph (b).]

C. Employee and advisory groups shall be provided an opportunity to participate in school calendar considerations through a meet and confer/labor management process.

IV. SCHOOL DAY RESPONSIBILITY

A. The superintendent shall be responsible for developing a schedule for the student day, subject to review by the school board. All requirements and provisions of Minnesota Statutes and Minnesota Department of Education Rules shall be met.

B. In developing the student day schedule, the superintendent shall consider such factors as school bus schedules, cooperative programs, differences in time requirements at various grade levels, effective utilization of facilities, cost effectiveness, and other concerns deserving of attention.

C. Proposed changes in the school day shall be subject to review and approval by the

school board.

V. E-LEARNING DAYS

A. An "e-learning day" is a school day where a school offers full access to online instruction provided by students' individual teachers due to inclement weather.

B. A school district may designate up to five e-learning days in one school year.

C. An e-learning day is counted as a day of instruction and included in the hours of instruction pursuant to Section III.A., above.

D. A school board may adopt an e-learning day plan after consulting with the exclusive representative of the teachers. The e-learning day plan developed by the school district will include accommodations for students without Internet access at home and for digital device access for families without the technology or with an insufficient amount of technology for the number of children in the household. The plan must also provide accessible options for students with disabilities.

E. The school district must notify parents and students of its e-learning day plan at the beginning of each school year.

F. When an e-learning day is declared by the school district, notice must be provided to parents and students at least two hours prior to the normal school start time that students will need to follow the e-learning day plan for that day.

G. On an e-learning day, each student's teacher must be accessible both online and by telephone during normal school hours to assist students and parents.

H. When the school district declares an e-learning day, it must continue to pay the full wages for scheduled work hours and benefits of all school employees for the duration of the e-learning period. During the e-learning period, school employees must be allowed to work from home to the extent practicable, be assigned to work in an alternative location, or be retained on an on-call basis for any potential need.

Legal References: Minn. Stat. § 10.55 (Juneteenth)
Minn. Stat. § 120A.40 (School Calendar)
Minn. Stat. § 120A.41 (Length of School Year; Hours of Instruction)
Minn. Stat. § 120A.414 (E-Learning Days)
Minn. Stat. § 120A.415 (Extended School Calendar)
Minn. Stat. § 120A.42 (Conduct of School on Certain Holidays)
Minn. Stat. § 122A.40, Subds. 7 and 7a (Employment; Contracts; Termination)
Minn. Stat. § 122A.41, Subds. 4 and 4a (Teacher Tenure Act; Cities of the First Class; Definitions)
Minn. Stat. § 123A.30 (Agreements for Secondary Education)
Minn. Stat. § 123A.32 (Interdistrict Cooperation)
Minn. Stat. § 123A.35 (Cooperation and Combination)
Minn. Stat. § 124D.126 (Powers and Duties of Commissioner; Flexible Learning Year Programs)
Minn. Stat. § 124D.151 (Voluntary Prekindergarten Program)
Minn. Stat. § 124E.25 (Payment of Aids to Charter Schools)
Minn. Stat. § 127A.41, Subd. 7 (Distribution of School Aids; Appropriation)
Minn. Stat. § 645.44 (Words and Phrases Defined)

Cross References: MSBA/MASA Model Policy 425 (Staff Development)

Replacing: Policy 6050
First Reading: 02-23-2016

Adopted: 03-22-2016
Reviewed: 12-19-2023

602 ORGANIZATION OF SCHOOL CALENDAR AND SCHOOL DAY

I. PURPOSE

The purpose of this policy is to provide for a timely determination of the school calendar and school day.

II. GENERAL STATEMENT OF POLICY

The school calendar and schedule of the school day are important to parents, students, employees, and the general public for advance, effective planning of the school year.

III. CALENDAR RESPONSIBILITY

A. The school calendar shall be adopted annually by the school board. It shall meet all provisions of Minnesota statutes pertaining to minimum number of school days and other provisions of law. The school calendar shall establish student days, workshop days for staff, provide for emergency closings and other information related to students, staff, and parents.

B. Except for learning programs during summer and flexible learning year programs, the school district will not commence an elementary or secondary school year before Labor Day, except as provided in Section III.B.1., III.B.2., or III.B.3. Days devoted to teacher's workshops may be held before Labor Day.

1. The school district may begin the school year on any day before Labor Day to accommodate a construction or remodeling project of $400,000 or more affecting a school district school facility.

2. The school district may begin the school year on any day before Labor Day if the school district has agreement under Minnesota Statutes, § section 123A.30, § 123A.32, or § 123A.35 with a school district that qualifies under Section III.B.1.

3. The school district may begin the school year on any day before Labor Day if the school district agrees to the same schedule with a school district in an adjoining state.

C. Employee and advisory groups shall be provided an opportunity to participate in school calendar considerations through a meet and confer/labor management process.

IV. SCHOOL DAY RESPONSIBILITY

A. The superintendent shall be responsible for developing a schedule for the student day, subject to review by the school board. All requirements and provisions of Minnesota Statutes and Minnesota Department of Education Rules shall be met.

B. In developing the student day schedule, the superintendent shall consider such factors as school bus schedules, cooperative programs, differences in time requirements at various grade levels, effective utilization of facilities, cost effectiveness, and other concerns deserving of attention.

C. Proposed changes in the school day shall be subject to review and approval by the school board.

V. E-LEARNING DAYS

A. An "e-learning day" is a school day where a school offers full access to online instruction provided by students' individual teachers due to inclement weather.

B. A school district may designate up to five e-learning days in one school year.

C. An e-learning day is counted as a day of instruction and included in the hours of instruction pursuant to Section III.A., above.

D. A school board may adopt an e-learning day plan after consulting with the exclusive representative of the teachers. The e-learning day plan developed by the school district will include accommodations for students without Internet access at home and for digital device access for families without the technology or with an insufficient amount of technology for the number of children in the household. The plan must also provide accessible options for students with disabilities.

E. The school district must notify parents and students of its e-learning day plan at the beginning of each school year.

F. When an e-learning day is declared by the school district, notice must be provided to parents and students at least two hours prior to the normal school start time that students will need to follow the e-learning day plan for that day.

G. On an e-learning day, each student's teacher must be accessible both online and by telephone during normal school hours to assist students and parents.

H. When the school district declares an e-learning day, it must continue to pay the full wages for scheduled work hours and benefits of all school employees for the duration of the e-learning period. During the e-learning period, school employees must be allowed to work from home to the extent practicable, be assigned to work in an alternative location, or be retained on an on-call basis for any potential need.

Legal References: Minn. Stat. § 10.55 (Juneteenth)
Minn. Stat. § 120A.40 (School Calendar)
Minn. Stat. § 120A.41 (Length of School Year; Hours of Instruction)
Minn. Stat. § 120A.414 (E-Learning Days)
Minn. Stat. § 120A.415 (Extended School Calendar)
Minn. Stat. § 120A.42 (Conduct of School on Certain Holidays)
Minn. Stat. § 122A.40, Subds. 7 and 7a (Employment; Contracts; Termination)
Minn. Stat. § 122A.41, Subds. 4 and 4a (Teacher Tenure Act; Cities of the First Class; Definitions)
Minn. Stat. § 123A.30 (Agreements for Secondary Education)
Minn. Stat. § 123A.32 (Interdistrict Cooperation)
Minn. Stat. § 123A.35 (Cooperation and Combination)
Minn. Stat. § 124D.126 (Powers and Duties of Commissioner; Flexible Learning Year Programs)
Minn. Stat. § 124D.151 (Voluntary Prekindergarten Program)
Minn. Stat. § 124E.25 (Payment of Aids to Charter Schools)
Minn. Stat. § 127A.41, Subd. 7 (Distribution of School Aids; Appropriation)
Minn. Stat. § 645.44 (Words and Phrases Defined)

Cross References: MSBA/MASA Model Policy 425 (Staff Development)

Replacing: Policy 6050
First Reading: 02-23-2016
Adopted: 03-22-2016
Reviewed: 12-19-2023
Reviewed:

602 ORGANIZATION OF SCHOOL CALENDAR AND SCHOOL DAY

I. PURPOSE

The purpose of this policy is to provide for a timely determination of the school calendar and school day.

II. GENERAL STATEMENT OF POLICY

The school calendar and schedule of the school day are important to parents, students, employees, and the general public for advance, effective planning of the school year.

III. CALENDAR RESPONSIBILITY

A. The school calendar shall be adopted annually by the school board. It shall meet all provisions of Minnesota statutes pertaining to minimum number of school days and other provisions of law. The school calendar shall establish student days, workshop days for staff, provide for emergency closings and other information related to students, staff, and parents.

B. Except for learning programs during summer and flexible learning year programs, the school district will not commence an elementary or secondary school year before Labor Day, except as provided in Section III.B.1., III.B.2., or III.B.3. Days devoted to teacher's workshops may be held before Labor Day.

1. The school district may begin the school year on any day before Labor Day to accommodate a construction or remodeling project of $400,000 or more affecting a school district school facility.

2. The school district may begin the school year on any day before Labor Day if the school district has agreement under Minnesota Statutes, § section 123A.30, § 123A.32, or § 123A.35 with a school district that qualifies under Section III.B.1.

3. The school district may begin the school year on any day before Labor Day if the school district agrees to the same schedule with a school district in an adjoining state.

C. Employee and advisory groups shall be provided an opportunity to participate in school calendar considerations through a meet and confer/labor management process.

IV. SCHOOL DAY RESPONSIBILITY

A. The superintendent shall be responsible for developing a schedule for the student day, subject to review by the school board. All requirements and provisions of Minnesota Statutes and Minnesota Department of Education Rules shall be met.

B. In developing the student day schedule, the superintendent shall consider such factors as school bus schedules, cooperative programs, differences in time requirements at various grade levels, effective utilization of facilities, cost effectiveness, and other concerns deserving of attention.

C. Proposed changes in the school day shall be subject to review and approval by the school board.

V. E-LEARNING DAYS

A. An "e-learning day" is a school day where a school offers full access to online instruction provided by students' individual teachers due to inclement weather.

B. A school district may designate up to five e-learning days in one school year.

C. An e-learning day is counted as a day of instruction and included in the hours of instruction pursuant to Section III.A., above.

D. A school board may adopt an e-learning day plan after consulting with the exclusive representative of the teachers. The e-learning day plan developed by the school district will include accommodations for students without Internet access at home and for digital device access for families without the technology or with an insufficient amount of technology for the number of children in the household. The plan must also provide accessible options for students with disabilities.

E. The school district must notify parents and students of its e-learning day plan at the beginning of each school year.

F. When an e-learning day is declared by the school district, notice must be provided to parents and students at least two hours prior to the normal school start time that students will need to follow the e-learning day plan for that day.

G. On an e-learning day, each student's teacher must be accessible both online and by telephone during normal school hours to assist students and parents.

H. When the school district declares an e-learning day, it must continue to pay the full wages for scheduled work hours and benefits of all school employees for the duration of the e-learning period. During the e-learning period, school employees must be allowed to work from home to the extent practicable, be assigned to work in an alternative location, or be retained on an on-call basis for any potential need.

Legal References: Minn. Stat. § 10.55 (Juneteenth)
Minn. Stat. § 120A.40 (School Calendar)
Minn. Stat. § 120A.41 (Length of School Year; Hours of Instruction)
Minn. Stat. § 120A.414 (E-Learning Days)
Minn. Stat. § 120A.415 (Extended School Calendar)
Minn. Stat. § 120A.42 (Conduct of School on Certain Holidays)
Minn. Stat. § 122A.40, Subds. 7 and 7a (Employment; Contracts; Termination)
Minn. Stat. § 122A.41, Subds. 4 and 4a (Teacher Tenure Act; Cities of the First Class; Definitions)
Minn. Stat. § 123A.30 (Agreements for Secondary Education)
Minn. Stat. § 123A.32 (Interdistrict Cooperation)
Minn. Stat. § 123A.35 (Cooperation and Combination)
Minn. Stat. § 124D.126 (Powers and Duties of Commissioner; Flexible Learning Year Programs)
Minn. Stat. § 124D.151 (Voluntary Prekindergarten Program)
Minn. Stat. § 124E.25 (Payment of Aids to Charter Schools)
Minn. Stat. § 127A.41, Subd. 7 (Distribution of School Aids; Appropriation)
Minn. Stat. § 645.44 (Words and Phrases Defined)

Cross References: MSBA/MASA Model Policy 425 (Staff Development)

Replacing: Policy 6050
First Reading: 02-23-2016
Adopted: 03-22-2016
Reviewed: 12-19-2023

2005 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

All administrative and supervisory personnel positions in the School District are established by the School Board and/or State of Minnesota Statutes. In the case of each administrator, the School Board will approve the purpose and function of the position in harmony with State Laws and Regulations, approve a statement of position qualifications and job expectations as prepared by the Superintendent. A job description for each School District administrative position shall be on file in the Superintendent's Office and in the Human and Community Resources and Relations Office.

An up-to-date chart of the School District's administrative staffing is available as Regulation 2005R. An administrative staffing chart shall be prepared by the Superintendent and approved by the School Board annually in order to clearly identify the School District's administrative staffing relationships. The administrative organization of the School District shall be considered as an orderly means of achieving the primary objectives of the School District which is an effective program of instruction for students. The general administrative organization of the School District shall be known as the single executive type of school administration with the School Board as the governing body and all activities under the direction of the Superintendent.

References: MSA 125.03, 125.11, 123.35
Minn. Reg. Ed. Chap. 17

Adopted: 06-09-1970 ISD 709
Revised: 06-20-1995 ISD 709

2005 - ADMINISTRATIVE AND SUPERVISORY PERSONNEL

All administrative and supervisory personnel positions in the School District are established by the School Board and/or State of Minnesota Statutes. In the case of each administrator, the School Board will approve the purpose and function of the position in harmony with State Laws and Regulations, approve a statement of position qualifications and job expectations as prepared by the Superintendent. A job description for each School District administrative position shall be on file in the Superintendent's Office and in the Human and Community Resources and Relations Office.

An up-to-date chart of the School District's administrative staffing is available as Regulation 2005R. An administrative staffing chart shall be prepared by the Superintendent and approved by the School Board annually in order to clearly identify the School District's administrative staffing relationships. The administrative organization of the School District shall be considered as an orderly means of achieving the primary objectives of the School District which is an effective program of instruction for students. The general administrative organization of the School District shall be known as the single executive type of school administration with the School Board as the governing body and all activities under the direction of the Superintendent.

References: MSA 125.03, 125.11, 123.35
Minn. Reg. Ed. Chap. 17

Adopted: 06-09-1970 ISD 709
Revised: 06-20-1995 ISD 709

2020 ADMINISTRATIVE OPERATIONS

To guide the Superintendent in determining the pattern of his/her administrative operations, the School Board makes the following statement:

1. The School Board will devote its major effort to clarifying and establishing goals for the School District and adopting policies to guide the professional staff, to appraising results achieved in relation to the goals, and to performing such ministerial functions as required by law and state regulations.

2. The School Board wishes to maintain and foster good relations between itself and members of the professional staff, among residents and parents of the School District, and students in the schools. The School Board values the free interchange of ideas outside the established framework of direct responsibility as preeminently desirable in the School District. Nothing should be allowed to interrupt the free and open flow of ideas and assistance among personnel at every level.

3. The School Board encourages the Superintendent to keep abreast of, and to apply, the best known administrative and educational concepts and procedures designed to harness the total talents of the School District's personnel in enthusiastic pursuit of the goals of the schools.

4. School Board expects the district-wide administrative staff to assist principals and teachers develop, organize, administer, and supervise the schools' programs. The district-wide administrative staff should visit schools and be available for special help upon request. The procedures for operating the School District are developed through the cooperative action of support staff, teacher, and principals. Other functions of administrators who hold district-wide responsibilities include:

    - Conduct and direct research that determines the future development of the educational program.
    - Establish working relationship and communication channels among school personnel.
    - Help teachers and principals prepare budgets, and secure needed supplies and services.
    - Organize the resources of teachers and lay groups in program planning.
    - Assist in evaluating the school program.
    - Supervise the maintenance, operation, and repair of the school plant.
    - Provide pupil personnel services.
    - Participate in the supervision of instruction.
    - Assist in solving school problems.
    - Supervise the planning and construction of new facilities.
    - Provide special services for the orientation of new personnel.
    - Direct the program of continuous curriculum development.
    - Inform the public on the status and needs of the school program.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

2020 ADMINISTRATIVE OPERATIONS

To guide the Superintendent in determining the pattern of his/her administrative operations, the School Board makes the following statement:

1. The School Board will devote its major effort to clarifying and establishing goals for the School District and adopting policies to guide the professional staff, to appraising results achieved in relation to the goals, and to performing such ministerial functions as required by law and state regulations.

2. The School Board wishes to maintain and foster good relations between itself and members of the professional staff, among residents and parents of the School District, and students in the schools. The School Board values the free interchange of ideas outside the established framework of direct responsibility as preeminently desirable in the School District. Nothing should be allowed to interrupt the free and open flow of ideas and assistance among personnel at every level.

3. The School Board encourages the Superintendent to keep abreast of, and to apply, the best known administrative and educational concepts and procedures designed to harness the total talents of the School District's personnel in enthusiastic pursuit of the goals of the schools.

4. School Board expects the district-wide administrative staff to assist principals and teachers develop, organize, administer, and supervise the schools' programs. The district-wide administrative staff should visit schools and be available for special help upon request. The procedures for operating the School District are developed through the cooperative action of support staff, teacher, and principals. Other functions of administrators who hold district-wide responsibilities include:

    - Conduct and direct research that determines the future development of the educational program.
    - Establish working relationship and communication channels among school personnel.
    - Help teachers and principals prepare budgets, and secure needed supplies and services.
    - Organize the resources of teachers and lay groups in program planning.
    - Assist in evaluating the school program.
    - Supervise the maintenance, operation, and repair of the school plant.
    - Provide pupil personnel services.
    - Participate in the supervision of instruction.
    - Assist in solving school problems.
    - Supervise the planning and construction of new facilities.
    - Provide special services for the orientation of new personnel.
    - Direct the program of continuous curriculum development.
    - Inform the public on the status and needs of the school program.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

2025 PRINCIPALS

The primary responsibility of a principal is to function as the instructional leader for the schools to which he/she is assigned. Additional areas of responsibility may be assigned to principals by the Director of School Operations to include: (1) consultant responsibilities in the principal's areas of interest and competency, and (2) leadership responsibilities in the review and updating of curriculum and methods of instruction in a particular field of study. Minimum qualifications of principals shall be those set by the State Department of Education.

References: MSA 125.03
Minn. Reg. Ed., Principals

Adopted: 04-13-1971 ISD 709
Revised: 06-20-1995 ISD 709

2025 PRINCIPALS

The primary responsibility of a principal is to function as the instructional leader for the schools to which he/she is assigned. Additional areas of responsibility may be assigned to principals by the Director of School Operations to include: (1) consultant responsibilities in the principal's areas of interest and competency, and (2) leadership responsibilities in the review and updating of curriculum and methods of instruction in a particular field of study. Minimum qualifications of principals shall be those set by the State Department of Education.

References: MSA 125.03
Minn. Reg. Ed., Principals

Adopted: 04-13-1971 ISD 709
Revised: 06-20-1995 ISD 709

2030 ASSISTANT PRINCIPALS

Assistant principals may be appointed to various schools upon the recommendation of the Superintendent and approval by the School Board. Assistant principals will be responsible to their respective principals for carrying out the duties included in the School District's Assistant Principal job description and any additional duties specified by their respective principals.

Reference: Minn. Reg. Ed., Principals

Adopted: 06-09-1970 ISD 709
Revised: 06-20-1995 ISD 709

~~2030 ASSISTANT PRINCIPALS~~

~~Assistant principals may be appointed to various schools upon the recommendation of the Superintendent and approval by the School Board. Assistant principals will be responsible to their respective principals for carrying out the duties included in the School District's Assistant Principal job description and any additional duties specified by their respective principals.~~

~~Reference: Minn. Reg. Ed., Principals~~

~~Adopted: 06-09-1970 ISD 709~~
~~Revised: 06-20-1995 ISD 709~~

2040 INTERNSHIPS

The School Board shall grant, as the budget permits, a limited number of qualified persons who are candidates in a doctoral program of an accredited institution to participate in a paid internship in the School District. Persons participating in such a program shall be paid a salary commensurate with the services they are rendering and be recommended by the Superintendent and approved by the School Board on an individual basis. An intern shall be responsible to the administrator to whom he/she is assigned.

Reference: Minn. Reg. Ed., Intern

Adopted: 06-09-1970 ISD 709
Revised: 06-20-1995 ISD 709

2040 INTERNSHIPS

The School Board shall grant, as the budget permits, a limited number of qualified persons who are candidates in a doctoral program of an accredited institution to participate in a paid internship in the School District. Persons participating in such a program shall be paid a salary commensurate with the services they are rendering and be recommended by the Superintendent and approved by the School Board on an individual basis. An intern shall be responsible to the administrator to whom he/she is assigned.

Reference: Minn. Reg. Ed., Intern

Adopted: 06-09-1970 ISD 709
Revised: 06-20-1995 ISD 709

2055 QUALITY OF WORK LIFE - PHILOSOPHY

It is the goal of the School Board to achieve excellence in teaching, student achievement, community involvement, and general operations throughout the School District. It is the conviction of the School Board that the only way in which that goal may be achieved is through pooling the talent and wisdom of all of the employees of the School District. Therefore, it shall be the policy of the School District that programs of employee involvement and participation in problem solving and decision making processes shall be encouraged. Specifically, excellence in management shall be understood to be that management which:

1. Encourages participation and creativity among staff.
2. Builds commitment to shared goals.
3. Structures employee involvement so employees are routinely involved in decisions which affect them.
4. Sets a high priority on advocating for ideas generated by subordinates.
5. Develops a strong sense of trust and collegiality among all staff members in the pursuit of the goal of excellence.

Therefore, all supervisory personnel including principals, assistant superintendents, directors, and the Superintendent shall be expected to create and maintain a work environment that encourages employee participation, enhances communications within the School District, and promotes the general welfare of students and the morale of staff. All employees are called upon to work cooperatively and openly to maintain a network of communications which results in a shared pride in shared work and achievement of our common goal of excellence.

Reference: MS 179A.08, Sec. 9, Subd. I

Adopted: 06-09-1970 ISD 709
Revised: 09-11-1984
06-20-1995 ISD 709

2055 QUALITY OF WORK LIFE - PHILOSOPHY

It is the goal of the School Board to achieve excellence in teaching, student achievement, community involvement, and general operations throughout the School District. It is the conviction of the School Board that the only way in which that goal may be achieved is through pooling the talent and wisdom of all of the employees of the School District. Therefore, it shall be the policy of the School District that programs of employee involvement and participation in problem solving and decision making processes shall be encouraged. Specifically, excellence in management shall be understood to be that management which:

1. Encourages participation and creativity among staff.
2. Builds commitment to shared goals.
3. Structures employee involvement so employees are routinely involved in decisions which affect them.
4. Sets a high priority on advocating for ideas generated by subordinates.
5. Develops a strong sense of trust and collegiality among all staff members in the pursuit of the goal of excellence.

Therefore, all supervisory personnel including principals, assistant superintendents, directors, and the Superintendent shall be expected to create and maintain a work environment that encourages employee participation, enhances communications within the School District, and promotes the general welfare of students and the morale of staff. All employees are called upon to work cooperatively and openly to maintain a network of communications which results in a shared pride in shared work and achievement of our common goal of excellence.

Reference: MS 179A.08, Sec. 9, Subd. I

Adopted: 06-09-1970 ISD 709
Revised: 09-11-1984
06-20-1995 ISD 709

2055R QUALITY OF WORK LIFE (RULES, PROCEDURES AND GUIDELINES)

For purposes of effectively initiating and maintaining participation of certified staff in the labor management process, a district-wide steering committee will foster the growth and development of participative management practices across the district and, to the extent possible, identify and address areas of concern to employees on a district-wide basis. Committee meetings at every level are open to all certified staff.

Quality Steering Committee (QSC)
The QSC will include representation from school board, central administration, principals and teachers. The QSC will provide direction, guidance, and necessary training to the Quality Leadership Teams (QLT). Members will engage in quality initiatives, on a district-wide basis. Minutes will be recorded. The QSC will design and implement a process of communication, relative to the QSC, within the district.

Quality Leadership Teams (QLT)
The QLT will represent specific stakeholder groups. These teams will meet regularly as working groups and as a communication conduit between the QSC and School Implementation Teams. The QLT will make recommendations to the QSC. Minutes will be recorded. Each team should design and implement a process of communication, relative to the QLT, for the district members of the specific stakeholder groups.

School Leadership Teams
Each school will have a School Leadership Team. This team will meet regularly as a working group and communication conduit between the QLT and their school. It will consist of the school principal and/or assistant principal(s), teachers' union steward(s), and certified staff, as selected by the certified staff of the building. Minutes will be recorded. Each team should design and implement a process of communication, relative to the School Leadership Team, within the building. The team may work on a) the school improvement plan b) Quality Steering Committee recommendations, and c) promoting, facilitating and implementing the three aims of our district. The School Leadership Team may meet as an expanded committee that may include parents or students two to four times per year.

Adopted: 11-07-1984 ISD 709
Revised: 06-20-1995
12-20-2011 ISD 709

2055R QUALITY OF WORK LIFE (RULES, PROCEDURES AND GUIDELINES)

For purposes of effectively initiating and maintaining participation of certified staff in the labor management process, a district-wide steering committee will foster the growth and development of participative management practices across the district and, to the extent possible, identify and address areas of concern to employees on a district-wide basis. Committee meetings at every level are open to all certified staff.

Quality Steering Committee (QSC)
The QSC will include representation from school board, central administration, principals and teachers. The QSC will provide direction, guidance, and necessary training to the Quality Leadership Teams (QLT). Members will engage in quality initiatives, on a district-wide basis. Minutes will be recorded. The QSC will design and implement a process of communication, relative to the QSC, within the district.

Quality Leadership Teams (QLT)
The QLT will represent specific stakeholder groups. These teams will meet regularly as working groups and as a communication conduit between the QSC and School Implementation Teams. The QLT will make recommendations to the QSC. Minutes will be recorded. Each team should design and implement a process of communication, relative to the QLT, for the district members of the specific stakeholder groups.

School Leadership Teams
Each school will have a School Leadership Team. This team will meet regularly as a working group and communication conduit between the QLT and their school. It will consist of the school principal and/or assistant principal(s), teachers' union steward(s), and certified staff, as selected by the certified staff of the building. Minutes will be recorded. Each team should design and implement a process of communication, relative to the School Leadership Team, within the building. The team may work on a) the school improvement plan b) Quality Steering Committee recommendations, and c) promoting, facilitating and implementing the three aims of our district. The School Leadership Team may meet as an expanded committee that may include parents or students two to four times per year.

Adopted: 11-07-1984 ISD 709
Revised: 06-20-1995
12-20-2011 ISD 709

2060 CURRICULUM DEVELOPMENT COMMITTEES

Curriculum Development Committees may be set up for the various areas of learning by the Director of Curriculum, Instruction & Assessment with approval by the Superintendent. Members of these committees must include teachers, administrative supervisors, and parents. Functions of a Curriculum Development Committee shall include:

1. Organize itself into a working body submitting any requests for hiring of consultants to assist in the project to the Superintendent for School Board approval.
2. Set up a schedule of meetings with a target completion date.
3. Survey various current curricula.
4. Develop a recommended new curriculum.
5. Select proper text materials, audio-visual aids, and related teaching materials.
6. Present proposal to the Director of Curriculum, Instruction & Assessment and the Superintendent.
7. Present proposal to the School Board.
8. If approved, publish curriculum materials.

Adopted: 06-09-1970 ISD 709
Revised: 06-20-1995 ISD 709

2060 CURRICULUM DEVELOPMENT COMMITTEES

Curriculum Development Committees may be set up for the various areas of learning by the Director of Curriculum, Instruction & Assessment with approval by the Superintendent. Members of these committees must include teachers, administrative supervisors, and parents. Functions of a Curriculum Development Committee shall include:

1. Organize itself into a working body submitting any requests for hiring of consultants to assist in the project to the Superintendent for School Board approval.
2. Set up a schedule of meetings with a target completion date.
3. Survey various current curricula.
4. Develop a recommended new curriculum.
5. Select proper text materials, audio-visual aids, and related teaching materials.
6. Present proposal to the Director of Curriculum, Instruction & Assessment and the Superintendent.
7. Present proposal to the School Board.
8. If approved, publish curriculum materials.

Adopted: 06-09-1970 ISD 709
Revised: 06-20-1995 ISD 709

2070 POLICIES, REGULATIONS, AND BY-LAWS - CONTROL

The Superintendent will appoint an administrator to establish and maintain an orderly plan for reviewing, updating, and making accessible the policies adopted by the School Board and the administrative rules and regulations needed to put them into effect. Accessibility is to extend to all employees of the School District, and to persons in the community on a need-to-know basis as determined by the Superintendent.

The Superintendent shall assign to an administrator the responsibility to keep the policies of the School Board up-to-date, and see to it that official copies of changes are sent to all personnel and organizations that have a copy of the Policies, Regulations, and By-Laws of the School Board. All proposed changes in policy must be submitted to the assigned administrator of the Policies, Regulations, and By-Laws where it will be studied and referred to the School Board for adoption or rejection. All books of adopted Policies, Regulations, and By-Laws must be kept up-to-date to ensure uniformity through the School District.

Adopted: 06-09-1970 ISD 709
Revised: 06-20-1995 ISD 709

2070 - POLICIES, REGULATIONS, AND BY-LAWS - CONTROL

The Superintendent will appoint an administrator to establish and maintain an orderly plan for reviewing, updating, and making accessible the policies adopted by the School Board and the administrative rules and regulations needed to put them into effect. Accessibility is to extend to all employees of the School District, and to persons in the community on a need-to-know basis as determined by the Superintendent.

The Superintendent shall assign to an administrator the responsibility to keep the policies of the School Board up-to-date, and see to it that official copies of changes are sent to all personnel and organizations that have a copy of the Policies, Regulations, and By-Laws of the School Board. All proposed changes in policy must be submitted to the assigned administrator of the Policies, Regulations, and By-Laws where it will be studied and referred to the School Board for adoption or rejection. All books of adopted Policies, Regulations, and By-Laws must be kept up-to-date to ensure uniformity through the School District.

Adopted: 06-09-1970 ISD 709
Revised: 06-20-1995 ISD 709

2075 SCHOOL CLOSING PROCEDURES

The process by which schools will be closed, consolidated, or merged involves a number of important studies and accurate data gathering, all within a spelled out time frame. The following outline identifies the areas to be studied, data needed, and the decision-making schedule by the School Board relative to school closings:

1. **Compilation of data in cooperation with school communities.**
   a. Demographic analysis (enrollment)
      (1) School District enrollment trends and projections
      (2) Enrollments by attendance areas (preferably contiguous)
      (3) Transportation and redistricting
      (4) Potential school reorganizations
      (5) Consideration of alternates to K-6, 7-8, 9-12
      (6) Related community developments and review by the City Planning Department
   b. Facility analysis matched to programs and services
      (1) Long term facility plan
      (2) Short term facility fit
      (3) Program, service, and organization improvements
      (4) Program, service, and organization detractors
   c. Cost analysis
      (1) Salaries:
          Administrative
          Specialist teachers
          Educational Assistants
          Clerical
          Custodial
      (2) Related:
          Fringe benefits on salaries
          Utilities, fuel, maintenance supplies
          Transportation
          Remodeling costs
   d. Disposal plan for unneeded facilities or buildings

2. **Review by affected communities (neighborhoods)**
   a. Discussion with staff at involved schools
   b. Community presentations and hearings by administrative sta ff
   c. Review of community suggestions and/or criticisms

3. **Review by School Board**

4. **Schedule public hearing by School Board**
   a. At school location
   b. At least one week prior to final decision

5. **School Board decision**
   a. Regular or Special School Board meeting
   b. At least one week after the public hearing

Adopted: 02-11-1975 ISD 709
Revised: 06-20-1995 ISD 709

2075 SCHOOL CLOSING PROCEDURES

The process by which schools will be closed, consolidated, or merged involves a number of important studies and accurate data gathering, all within a spelled out time frame. The following outline identifies the areas to be studied, data needed, and the decision-making schedule by the School Board relative to school closings:

1. **Compilation of data in cooperation with school communities.**
   - a. Demographic analysis (enrollment)
     - (1) School District enrollment trends and projections
     - (2) Enrollments by attendance areas (preferably contiguous)
     - (3) Transportation and redistricting
     - (4) Potential school reorganizations
     - (5) Consideration of alternates to K-6, 7-8, 9-12
     - (6) Related community developments and review by the City Planning Department
   - b. Facility analysis matched to programs and services
     - (1) Long term facility plan
     - (2) Short term facility fit
     - (3) Program, service, and organization improvements
     - (4) Program, service, and organization detractors
   - c. Cost analysis
     - (1) Salaries:
       - Administrative
       - Specialist teachers
       - Educational Assistants
       - Clerical
       - Custodial
     - (2) Related:
       - Fringe benefits on salaries
       - Utilities, fuel, maintenance supplies
       - Transportation
       - Remodeling costs
   - d. Disposal plan for unneeded facilities or buildings

2. **Review by affected communities (neighborhoods)**
   - a. Discussion with staff at involved schools
   - b. Community presentations and hearings by administrative sta ff
   - c. Review of community suggestions and/or criticisms

3. **Review by School Board**

4. **Schedule public hearing by School Board**
   - a. At school location
   - b. At least one week prior to final decision

5. **School Board decision**
   - a. Regular or Special School Board meeting
   - b. At least one week after the public hearing

Adopted: 02-11-1975 ISD 709
Revised: 06-20-1995 ISD 709

Consent Agenda - Regular School Board Meeting
Duluth Public Schools, ISD 709
Agenda
Tuesday, September 16, 2025
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 - August 19, 2025 3
      2) Special School Board Meeting Re: Superintendent Evaluation - August 25, 2025 6
   B. **Approval of Action Items**
      1) Human Resources
         a. HR Staffing Report 7
         b. Other Action Items
            (1) FY26 Hourly Wage Rates 9
            (2) Job Description - MISA (Management Information Systems Assistant) *Revision* 11
            (3) Job Description - Cultural Immersion Paraprofessional *Revision* 15
      2) Finance
         a. Financial Report 18
         b. Fundraisers 19
         c. Bids, RFPs and Quotes
            (1) BID #1322 - Kemps Dairy Renewal for 2025-26 School Year 20
         d. Contracts, Change Orders, Leases
            (1) CONTRACT - Environmental, Health & Safety Management Services for Duluth Public Schools 2025-2026 26
      3) Items Brought Forward From the Monthly Committee of the Whole Meeting
      4) Other
         a. Diploma Requests 39
         b. Field Trip Requests
            (1) Duluth Public Schools Extended Field Trip 44
         c. Data Sharing Agreements - None
   C. **Approval of Policy Readings**
      1) First Readings
         a. 301 School District Administration (replacing 2055 Quality of Work Life-Philosophy; *see below in Policies to be Considered for Deletion*) 48

b. 305 Policy Implementation (replacing 2070 Policies, Regulations and Bylaws; *see below in Policies to be Considered for Deletion*) 49
2) Second Readings
a. 501 Weapons Policy 50
3) Annual Review
a. 806 Crisis Management Policy 66
b. 503 Student Attendance 91
c. 606.5 Library Materials 115
d. 602 Organization of School Calendar and School Day 133
4) Policies to be Deleted
a. 2000 Series 140

D. **Approval of Committee Reports**

By approving Committee Reports, the board acknowledges and approves all informational and action items represented in the Regular School Board Meeting Report of each committee.

1) Monthly Committee of the Whole - 9.4.2025 150
2) Policy Committee - September 11, 2025 230
3) Human Resources/Business Services Committee - *(September 8, 2025)* 345

Regular School Board Meeting
Tuesday, August 19, 2025 6:30 PM Central

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

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

Present: 7.

1. Call to Order
at 6:31 p.m.

2. Roll Call

3. Pledge of Allegiance

4. Approval of the Agenda
Move to Approve the Agenda. This motion, made by Jill Lofald and seconded by Sarah Mikesell, Passed.
Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0

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

6.B. Superintendent's Report
Superintendent Magas presented the Superintendent's Report. Topics included:
Unity In Our Community Update
Solar Project Update
Cabinet Work Sessions Update
Duluth Leadership Team Update
Board Work Session Update
Superintendent Evaluation Update
Other

6.B.1) Superintendent Report

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 *(August 7, 2025)*
Assistant Superintendent Bonds presented the Monthly Committee of the Whole report.

7.B. Human Resources/Business Services Committee *(August 11, 2025)*
Member Sadowski presented the Human Resources/Business Services Committee report.

7.C. Policy Committee *(August 14, 2025)*
Member Loeffler-Kemp presented the Policy Committee report.

8. General Board Committee Updates

9. Consent Agenda
Move to Approve the Consent Agenda. This motion, made by Amber Sadowski and seconded by Rosie Loeffler-Kemp, Passed.
Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0

10. Resolutions from Committee Reports

10.A. B-8-25-4114 - Acceptance of Donations to Duluth Public Schools
Move to Approve Resolution B-8-25-4114 Acceptance of Donations to Duluth Public Schools. This motion, made by Stephanie Williams and seconded by Henry Banks, Passed.
Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0

10.B. HR-8-25-4115 - Resolution Authorizing Employment of a School Board Member by the District FY26
Move to Approve Resolution HR-8-25-4115 Authorizing Employment of a School Board Member by the District FY26. This motion, made by Amber Sadowski and seconded by Stephanie Williams, Passed.
Jill Lofald: Abstain (With Conflict), Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 6, Nay: 0, Abstain (With Conflict): 1

10.C. HR-8-25-4117 Executive Employees Association Bargaining Agreement
Move to Approve Resolution HR-8-25-4117 Executive Employees Association Bargaining Agreement. This motion, made by Sarah Mikesell and seconded by Amber Sadowski, Passed.
Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0

11. Special Resolutions and Action Items

11.A. B-8-25-4116 Resolution Canvassing Returns of Votes of School District Primary Election

Move to Approve Resolution B-8-25-4116 Canvassing Returns of Votes of School District Primary Election. This motion, made by Jill Lofald and seconded by Sarah Mikesell, Passed.
Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0

11.B. HR-8-25-4118 Paraprofessional Collective Bargaining Agreement
Move to Approve Resolution HR-8-25-4118 Paraprofessional Collective Bargaining Agreement. This motion, made by Henry Banks and seconded by Rosie Loeffler-Kemp, Passed.
Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0

11.C. HR-8-25-4119 Duluth Principal's Association Collective Bargaining Agreement
Move to Approve Resolution HR-8-25-4119 Duluth Principal's Association Collective Bargaining Agreement. This motion, made by Kelly Durick Eder and seconded by Stephanie Williams, Passed.
Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0

11.D. Approval of the Minnesota Department of Education (MDE) Review and Comment

12. Questions / Other

13. Adjournment
Move to Adjourn at 7:35 p.m. This motion, made by Sarah Mikesell and seconded by Stephanie Williams, Passed.
Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0

Special [Closed] School Board Meeting - Superintendent Evaluation

Monday, August 25, 2025 5:15 PM Central

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

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

Present: 7.

1. Call to Order
at 5:23 p.m.

2. Roll Call

3. Superintendent Evaluation

The Open Meeting Law, Minnesota Statutes section 13D.05 subdivision 3.(a) states, a public body may close a meeting to evaluate the performance of an individual who is subject to its authority. The public body shall identify the individual to be evaluated prior to closing a meeting. During the meeting, the Board will review the Superintendent's progress towards his evaluation goals.
Move to convene to a closed session at 5:25 p.m. This motion, made by Henry Banks and seconded by Stephanie Williams, Passed.
Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0
Reconvened to open session at 7:03 p.m.

4. Adjournment
Move to Adjourn at 7:04 p.m. This motion, made by Amber Sadowski and seconded by Henry Banks, Passed.
Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0

HUMAN RESOURCES ACTION ITEMS FOR: SEPTEMBER 16, 2025

CERTIFIED APPOINTMENT	POSITION	EFFECTIVE DATES
BEAR, MADELINE K	LTS HEALTH TEACHER/DENFELD, (BA) III, 3, 1.0, HALL M.	8/26/2025
BLEGEN, JOSEPH A	INDUSTRIAL TECH/ROBOTICS TEACHER/LINCOLN PARK, (BA) III, 8, 1.0	8/25/2025
BOWN, SARAH L	LTS SCHOOL NURSE/DISTRICT WIDE, (BA) III, 8, 0.8, WOHLWEND A.	8/25/2025
CROSS, KRISTINA E	ECFE PARENT EDUCATOR/DISTRICT WIDE, (MA) IV, 1, 0.075,	8/26/2025
DELANO, WINCHELL S	SPED EBD RESOURCE TEACHER/LINCOLN PARK, (MA+30) IV, 3, 1.0,	8/25/2025
GRAHAM, SCOTT W	LTS SPED SOCIAL WORKER/ORDEAN EAST, (MA+45) IV, 9, 1.0, MARTIN J.	8/29/2025
JASPERSON, BRYAN R	SPANISH TEACHER/LINCOLN PARK, (MA+45) IV, 9, 0.3, WEBER-LARINOVA T.	8/27/2025
KAZAK, PAIGE R	KINDERGARTEN TEACHER/PIDEMONT, (MA+45) IV, 9, 1.0, JOHNSON S.	8/25/2025
KELLEY, BRYCE S	SPED RESOURCE TEACHER/LINCOLN PARK, (BA) III, 2, 1.0, ARBOUR A.	8/25/2025
MILLAWAY-ROODELL, KIERA E	SPED RESOURCE TEACHER/PIEDMONT, (BA) III, 1, 1.0, CARLAND D.	8/25/2025
MOLLOHAN, LEONARDO B	MEDIA/VISUAL ARTS TEACHER/LINCOLN PARK, (BA) III, 2, 0.5	8/25/2025
MOLLOHAN, LEONARDO B	CTE GRAPHIC ARTS TEACHER/DENFELD, (BA) III, 2, 0.2, MILLER J.	8/25/2025
MOOERS, BRIAN D	SPED STEPS IV TEACHER/ROCKRIDGE, (BA+15) III, 8, 1.0,	8/25/2025
NELSON, ABBEY E	GRADE 5 TEACHER/LAURA MACARTHUR, (MA+45) IV, 9, 1.0, FRANKLIN D.	8/25/2025
SMITH, AUDRA M	ENGLISH TEACHER/LINCOLN PARK, (BA) III, 1, 1.0, HEWITT-OROBONA S.	8/25/2025
TAYLOR, CALLIE M	SPED MULTI CATEGORICAL SETTING III TEACHER/LESTER PARK, (MA) IV, 9, 1.0, LEISCHSKE L.	8/25/2025

CERTIFIED LEAVES	POSITIONS	EFFECTIVE DATES	
ANDRYS, HEATHER L	PRE K TEACHER - LAURA MACARTHUR ES	8/22/2025	10/3/2025
KASS, AMY J	FMLA MILITARY INTERMITTENT - 9/18, 9/19, 9/22, 9/23	9/18/2025	
LETOURNEAU, CASSIE L	TEACHER SPED SEC SETTING III/IV - EAST HIGH SCHOOL	8/25/2025	6/5/2026
MARTIN, JUSTIN A	SPED SOCIAL WORKER - ORDEAN-EAST MS	8/18/2025	9/29/2025
PETERSON, RICHELLE R	ELEM READING INTERVENTION - STOWE ES	8/12/2025	9/25/2025
RUDOLPH, VERONICA L	GRADE K - LAURA MACARTHUR ES	8/25/2025	
WOOD, ALISON C	TEACHER SCIENCE BIOLOGY - DENFELD HIGH SCHOOL	1/20/2026	

CERTIFIED RESIGNATION	POSITION	EFFECTIVE DATES
JOHNSON, SHANE D	ASSISTANT PRINCIPAL ELEMENTARY - LOWELL ES	6/13/2025
THUMS, KRISTIINA M	MUSIC BAND - ORDEAN-EAST MS	6/6/2025
WEIDT, SALLY J	STUDENT ACHIEVEMENT COORD TOSA - MYERS-WILKINS ES	7/10/2025

NON-CERT APPOINTMENT	POSITION	EFFECTIVE DATES
BONDESON, MARY E	SPED PROGRAM PARA/MYERS-WILKINS, 31.25/38WKS, $22.49/HR, DEVRIES C.	08/26/2025
CARLSON, BROOKE N	NUTRITIONAL SERVICE ASSISTANT/DISTRICT WIDE, 30/38WKS, $15.68/HR, SATHER L.	09/03/2025
CHAPMAN, NATHAN L	COMMUNITY EDUCATION DIRECTOR/DISTRICT WIDE, 52WKS, $120,000/YR/INDEPENDENT CONTRACT, RUPP J.	09/08/2025
CHRISTENSEN, KATIE L	OFFICE SUPPORT SPECIALIST SENIOR/LINCOLN PARK, 40/52WKS, $21.44/HR, BLACK N.	08/12/2025
CHRISTIANSEN, CALLEY M	OSS-INTERMEDIATE/LINCOLN PARK, 40/46WKS, $19.85/HR, HUGHES K.	09/08/2025
COLLETTE, NICHOLE F	SPED BUILDING WIDE PARA/MYERS-WILKINS, 31.25/38WKS, $18.85/HR, GAGE T.	08/25/2025
DOWELL, KIM P	SPED STUDENT SPECIFIC PARA/EAST, 25/38WKS, $22.49/HR, LOVEJOY T.	08/25/2025
DUBOIS, JENNIFER R	NUTRITIONAL SERVICE ASSISTANT/LINCOLN PARK, 30/38WKS, $15.68/HR, FERN J.	08/26/2025
GARRETT, AURIEL A	FLOAT CUSTODIAN/DISTRICT WIDE, 40/52WKS, $19.04/HR,	08/20/2025
HAZEBROEK, ANNA L	NUTRITIONAL SERVICE ASSISTANT/PIEDMONT, 22.5/38WKS, $15.68/HR, ANDREWS L.R,	09/03/2025
HEINZEN, AMANDA J	NUTRITIONAL SERVICE ASSISTANT/EAST, 18.75/38WKS, $15.68/HR, BLOCK K.	08/26/2025
KEUP, ALIX E	SPED PROGRAM PARA/PIEDMONT, 31.25/38WKS, $21.07/HR, STEVENS, M	08/25/2025
MOLONEY, SHEA M	CERTIFIED LIFEGUARD PARA/ORDEAN EAST, 33.75/38WKS, $17.83/HR, RUSSELL K.	08/25/2025
O'LEARY, LOIS C	SPED STUDENT SPECIFIC PARA/DENFELD, 33.75/38WKS, $22.14/HR, POTTS M.	08/25/2025
PETERSON, TERRY S	CUSTODIAN/EAST, 40/52WKS, $18.08/HR, MURRAY S.	09/02/2025
POPE, LAVENA J	CUSTODIAN/HOMECROFT,ORDEAN-EAST/40/52WKS, $18.05/HR, JOHNSON S.	08/21/2025
SUMMERALL, JANET M	SUPERVISORY PARA/LAURA MACARTHUR, 23/38WKS, $19.75/HR, KING A.	08/26/2025
URICH, KATHRYN	AMERICAN INDIAN HOME SCHOOL LIASON PARA/DISTRICT WIDE, 40/38WKS, $22.49/HR,	09/03/2025
VAUGHT, BRYNNE K	SPED PROGRAM PARA/MYERS-WILKINS, 31.25/38WKS, $20.05/HR, JOHNSON G.	08/25/2025

NON-CERT LEAVES	POSITIONS	EFFECTIVE DATES	
THOMPSON, TRACY A	OSSS - LESTER PARK ES	9/30/2025	11/26/2025

NON-CERT PRESUMED RESIGNED	POSITIONS	EFFECTIVE DATES
CORBIN, KANIKISA	AMERICAN INDIAN HOME SCHOOL LIAISON - ALC	8/28/2025
LOVSHIN, HANNAH M	INSTRUCTIONAL PARA - MYERS-WILKINS	6/6/2025

NON-CERT RESIGNATION	POSITION	EFFECTIVE DATES
BATTEES, SUSAN L	CHILD NUTRITION ASST - DENFELD HS	6/6/2025
BOVARD, KAYLEE K	SPED LPN PROG PARA - EAST HS	6/6/2025
BROWENDER, LAUREN P	SPED PROG PARA SETTING III/IV - LOWELL ES	9/5/2025
CURNOW, LOUISE A	PRE SCHOOL PROG PARA - MYERS-WILKINS ES	6/6/2025
DAVIDSON, REBECCA L	CHECK & CONNECT PARA - ORDEAN-EAST MS	6/6/2025
DURFEE, DAWN M	CHILD NUTRITION ASST - LAKEWOOD ES	6/6/2025
KREAGER, DELANEY M	SPED PROG PARA SETTING III/IV - LOWELL ES	9/8/2025
LARSON, CARI J	CHILD NUTRITION ASST - EAST HS	6/6/2025
LARSON, ELIZABETH J	SPED PROG PARA - CONGDON PARK ES	6/6/2025
MITCHELL, SAMUEL N	SCHOOL CUSTODIAN 1 - EAST HS	8/7/2025
PODGORNIK, CHERYL R	SPED BW PARA - LINCOLN PARK MS	8/29/2025

SCARBROUGH, ALEXIS J	SPED CHILD SPECIFIC SETTING III/IV PARA - DENFELD HS	9/1/2025
SEYMOUR, CASSANDRA K	SPED PROG PARA SETTING III/IV - LAURA MAC ES	9/12/2025
SONDAY, DANIELLE E	FACILITIES USE COORDINATOR - DW	9/15/2025
WHEELER, JESSE D	NETWORK ARCHITECT ADMIN - DW	9/5/2025
ZOLTEK, LORI K	CHILD NUTRITION ASST - LAURA MACARTHUR ES	9/1/2025

NON-CERT RETIREMENT	**POSITION**	**EFFECTIVE DATES**
HUGHLEY, MARY J	SPED PROG PARA SETTING III/IV - CONGDON PARK ES	6/6/2025
JOHNSON, DONALD P	SCHOOL BUS DRIVER II	9/12/2025
LEE, RANDY J	SPED PROG PARA SETTING III/IV - DW	10/16/2025
LUNDORFF, STEPHANIE A	SPED PROG PARA - LAURA MACARTHUR ES	6/6/2025
PETERSON, LINDA M	SPED CHILD SPECIFIC SETTING III/IV PARA - DENFELD HS	6/6/2025
PETERSON, NANCY J	CHILD NUTRITION ASST - ORDEAN-EAST MS	6/6/2025

NON-CERT TERMINATION	**POSITION**	**EFFECTIVE DATES**
BLINDAUER, BRETT M	SPED PROG PARA SETTING III/IV- LESTER PARK ES	8/22/2025

HOURLY/SUBSTITUTE PAY RATE SHEET			
EFF. 9/1/2025		7/1/24	**Proposed 7/1/25**
COMMUNITY EDUCATION			
American Indian Facilitator	Hourly	$14.50	$14.50
Lifeguard	Hourly	$14.65	$14.65
Locker Room Attendant	Hourly	$14.50	$14.50
Pool Director	Hourly	$14.50	$14.50
Puppeteer	Hourly	$14.65	$14.65
School-Aged/Pre-K Worker	Hourly	$14.50	$14.50
Site Supervisor Substitute	Hourly	$14.50	$14.50
Special Needs Helper	Hourly	$14.50	$14.50
Swim Instructor	Hourly	$15.50	$15.50
Temporary Building Coordinator	Hourly	$16.50	$16.50
Youth Development Programs		$0.00	$0.00
Youth Service Facilitator	Hourly	$16.50	$16.50
Cross Age Student Helper | Playground Leader | Gym Supervisor Activity Leader | Summer Youth Placement Coordinator	Hourly	$14.50	$14.50
FOOD SERVICE			
Cook and Head Cook Substitute	Hourly	$16.00	$16.00
Nutrition Svc Asst Substitute/Non-Unit Helper	Hourly	$16.00	$15.00
Elementary/Residential Manager Substitute	Hourly	$16.00	$16.00
Secondary Manager Substitute	Hourly	$17.00	$17.00
Retired Food Service employees	Hourly	Step 3 of Food Svc CBA	Step 3 of Food Svc CBA
MAINTENANCE AND CONSTRUCTION			
Lead Person for Laborers	Hourly	$15.00	$15.00
Retired Trades People	Hourly	Step B of Maintenance CBA	Step B of Maintenance CBA
Snow Shovelers, Temporary	Hourly	$15.00	$15.00
Summer AV Repair	Hourly	$15.00	$15.00
Summer Hourly Substitute	Hourly	$15.00	$15.00
Welder and Other Skilled Trades		Step B of Maintenance CBA	Step B of Maintenance CBA
BUILDING OPERATIONS			
Hourly Regular Substitute	Hourly	$15.00	$18.05
Substitute for Licensed People	Hourly	$15.00	$20.00
Summer Hourly and Summer Hourly Lawn Crew	Hourly	$15.00	$18.00
Retired Custodian	Hourly	Step B of Maintenance CBA	Step B of Maintenance CBA
Retired Custodian II	Hourly	Step B of Maintenance CBA	Step B of Maintenance CBA
Retired Fireperson I	Hourly	Step B of Maintenance CBA	Step B of Maintenance CBA
Retired Fireperson II	Hourly	Step B of Maintenance CBA	Step B of Maintenance CBA
Retired Engineer (Eng. 1/Eng. 2/Eng. 3/Eng. 4)	Hourly	Step B of Maintenance CBA	Step B of Maintenance CBA
TRANSPORTATION			
Retired Bus Driver	Hourly	Step B of Maintenance CBA	Step B of Maintenance CBA
Bus Driver	Hourly	$20.00	$20.00
Bus Helper	Hourly	$15.00	$15.00
Field Trip	Hourly	$15.00	$15.00
PRINT SHOP			
Skilled Tradesperson	Hourly	**Step B of Maintenance CBA**	**Step B of Maintenance CBA**
Summer Hourly	Hourly	$15.00	$15.00
PURCHASING (STOREROOM)			
Hourly Regular Substitute	Hourly	$15.00	$15.00
Hourly Student	Hourly	$15.00	$15.00
Stock Clerk (Retired Employee)	Hourly	**Step B of Maintenance CBA**	**Step B of Maintenance CBA**
CLERICAL/PARAPROFESSIONAL			
Hourly Clerical Substitute	Hourly	$16.00	$18.02
Regular Substitute	Hourly	$16.00	$21.02
Retired/Layoff Employees	Hourly	Step 1 of Clerical CBA	Step 1 of Clerical CBA
PARAPROFESSIONALS			
Career Center Assistant	Hourly	$15.00	$15.00
Career Center Coordinator	Hourly	$15.00	$15.00
Child Care Assistant	Hourly	$15.00	
Community Assistant	Hourly	$15.00	

Community Liaison	Hourly	$15.00	
Cultural Assistant (no language skills)	Hourly	$15.00	
Cultural Assistant (with language skills)	Hourly	$15.00	
Experience Center Manager	Hourly	$15.00	
Health Assistant	Hourly	$15.00	
Hearing Impaired Assistant (Signer) (Transliterator Non-Licensed)	Hourly	$15.00	
Indian Oriented Assistant	Hourly	$15.00	
Instructional Assistant (Tutor)	Hourly	$15.00	
Licensed Interpreter for the Deaf	Hourly	$20.00	
Media Assistant	Hourly	$15.00	
Mental Health Practitioner Sub	Hourly	$15.00	
Occupational Therapy Assistant	Hourly	$15.00	
Physical Therapist Assistant	Hourly	$15.00	
Special Education Assistant	Hourly	$15.00	
Special Education Assistant (LPN License Required)	Hourly	$18.00	$18.00
Special Education Assistant (RN License Required)	Hourly	$24.00	$24.00
Supervisory Assistant	Hourly	$15.00	
Technical Tutor		$15.00	
Graphic Artist | Cultural Assistant (with language skills) | RDT | Asian Oriented | Evaluation/Testing	Hourly	$15.00	
Paraprofesional-Gen Ed	Hourly	$16.00	$17.00
Paraprofesional	Hourly	$17.50	$18.50
MISCELLANEOUS			
Accounting Intern	Hourly	$15.00	
Assistant Examiner	Hourly	$15.00	
Cafeteria/Playground Monitor	Hourly	$15.00	$15.00
Crossing Guard	Hourly	$15.00	
Deli Assistant	Hourly	$15.00	
Deli Operator	Hourly	$15.00	
Desegregation Assistant	Hourly	$15.00	
GED Examiner	Hourly	$21.00	
Headstart Nutritionist	Hourly	$26.00	
Help Desk Technician	Hourly	$17.00	
HRA Headstart Resource Aide	Hourly	$15.00	
Indian Adult Basic Education Assistant	Hourly	$15.00	
Parental Involvement Coordinator	Hourly	$15.00	$15.00
Systems Maintenance Technician	Hourly	$22.54	
Technology Intern (2 yrs college or above)	Hourly	$16.00	$16.00
Technology Student Intern (after 17 months)	Hourly	$15.00	$15.00
Technology Student Intern(ISD#709 Student)	Hourly	$15.00	$15.00
Work Study	Hourly	$15.00	$15.00
SUBSTITUTE TEACHERS			
All Certified Substitutes	Substitute	$160.00	$165.00
Certified Retired Substitutes Only	Substitute	$165.00	$170.00

ISD 709 Duluth Public Schools

POSITION DESCRIPTION

SECTION I: GENERAL INFORMATION

Position Title: Management Information Systems Assistant	**Department:** Teaching, Learning and Equity
Immediate Supervisor's Position Title: Coordinator Adult Learning Center - ABE	**FLSA Status** Non-Exempt
Pay Grade Assignment:	**Bargaining Unit:** Paraprofessional Unit

General Summary of Purpose Of Job:

The MISA (Management Information Systems Assistant) Paraprofessional is responsible for the comprehensive management of data within the Minnesota ABE Student Information Database (SID) to meet state and federal Adult Basic Education reporting mandates and ensure optimal fiscal reimbursement and program compliance. This role also encompasses managing student registration and assessment processes, overseeing essential office operations, providing key communication and support functions, and contributing to the overall effectiveness of the Duluth Adult Basic Education program.

SECTION II: ESSENTIAL DUTIES AND RESPONSIBILITIES:

Duty No.	**Essential Duties:** **(These duties are a representative sample; position assignments may vary.)**
1.	Manage and maintain all ABE student records using the SID (MN ABE Student Information Database), including, data entry, alterations, additions and corrections; Create and maintain the SID structure for all program classes, employees, attendance and reporting. Ensure data accuracy, analyze, assess, and report data for optimal ABE fiscal reimbursement and compliance. Manage all staff and volunteer information in SID; prepare reports, and assist instructional staff with reports as needed. Manage physical program records and assist in the preparation of all required federal, state, and local reports. Develop and maintain efficient data collection processes.
2.	Manage all data related to required student assessments according to state and federal procedures, including monitoring attendance and pre-test level to determine post-test scheduling for each student across all programs; Score assessments, evaluate results to determine the need for further assessment; and coordinate the set up all required assessments with instructor. Maintain current knowledge of state testing requirements and professional development.
3.	Develop and maintain forms and procedures for data collection, including enrollment forms, attendance spreadsheets, testing records, etc.
4.	Prepare accurate and timely quarterly reports, assist with reporting for the Federal Report, and any final annual reporting for SID and for the MN Department of Education, which are critical for program approval and funding.
5.	Provide accurate information and reports about ABE programs to students, agency staff and the public Prepare individual student attendance and progress reports, verify graduations and send transcripts as requested.
6.	Performs a variety of routine clerical, administrative, and customer service duties to ensure the efficient operation of the office. Serves as the first point of contact for all visitors and inquiries, directing guests and monitoring testing rooms, answering phones, and managing the program's email inbox. Responsibilities also include handling all incoming and outgoing mail and deliveries, maintaining organized records by filing and recording information, and serving as the contact for building maintenance issues. Additionally, this role provides basic technical support for office equipment and the phone system and is responsible for opening and closing the office area daily.

7.	Act as a key point of contact for providing information about all ABE programming as well as any/all information on the GED program to all stakeholders. Manage the DAE website content and support community outreach and partner networking efforts. 377
8.	Assist with staff onboarding and maintain staff files. Contribute to broader program development initiatives.
9.	Performs other duties as requested by supervisor, or to meet new requirements of the MN Dept. of Education/Adult Basic Education office.

SECTION III: WORK REQUIREMENTS AND CHARACTERISTICS

EDUCATION/EXPERIENCE REQUIREMENTS: Minimum education and experience required to perform adequately in position could reasonably be attained only by completing the following:	
X	**High school diploma or GED.**
	Degree Required:
X	**Required Work Experience in Addition to Formal Education/Training:** Minimum of a two-year certificate from a college of technical program in data management or student/human services, or an Associate's Degree and one (1) year of office management **experience**, OR a combination of education and experience totaling (3) years.
	Required Supervisory Experience:

PREFERRED EDUCATION/EXPERIENCE REQUIREMENTS:
None required.

LICENSE/CERTIFICATION: (Identify licenses/certification required upon hiring:
None required.

ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES REQUIRED TO PERFORM THE WORK

Knowledge
- Strong working knowledge of database systems, especially student databases, and spreadsheets.
- Thorough understanding of privacy in education for adults, ROI's, and general office standards of privacy regarding in-person communication, emails, and the phone.
- Knowledge of student assessment instruments and protocols.
- Working knowledge of Google Workplace/Products as well as Microsoft Suites..
- Understanding of phone system operation, including transfers and messaging

Skills
- Exceptional accuracy and attention to detail in all work.
- Strong oral communication skills with the public, staff, and external agencies, including a memorable and fluid phone presence with correct information, patience, and understanding.
- The general use of desktop computers and Microsoft office products for the creation and maintenance of forms and records.
- Oral communication with the public, from walk-in applicants to agency staff and state officials

Abilities
- Create written communication and send relevant correspondence.
- Consistently perform professional written correspondence and communication through emails, signage, and any

created documents

- Register and assess students with enrollment processes, obtaining the required information for various reports.
- Gain cooperation in working with other staff to complete student assessments and reporting
- Manage multiple tasks efficiently while maintaining a positive and professional demeanor under pressure.
- Work independently and autonomously.
- Perform basic financial recordkeeping and billing functions.
- Meet scheduled timelines (daily, monthly, quarterly, yearly).
- Maintain confidentiality regarding all student, staff, and program information and records.

PHYSICAL REQUIREMENTS: Indicate according to the requirements of the essential duties/responsibilities

Employee is required to:	**Never**	**1-33% Occasionally**	**34-66% Frequently**	**66-100% Continuously**
Stand		√		
Walk		√		
Sit			√	
Use hands dexterously (use fingers to handle, feel)				√
Reach with hands and arms		√		
Climb or balance	√			
Stoop/kneel/crouch or crawl		√		
Talk and hear			√	
Taste and smell	√			
Lift & Carry: Up to 10 lbs.		√		
Up to 25 lbs.		√		
Up to 50 lbs.	√			
Up to 100 lbs.	√			
More than 100 lbs.	√			
Vision Requirements:	**Yes**	**No**		
No special vision requirements	√			
Close Vision (20 in. of less)		√		
Distance Vision (20 ft. of more)		√		
Color Vision		√		
Depth Perception		√		
Peripheral Vision		√		

General Environmental Conditions:
Work is performed under normal office conditions and there are minimal environmental risks or disagreeable conditions associated with the work. The typical noise level is considered to be moderate.

General Physical Conditions:

Work can be generally characterized as:
Sedentary Work: Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body.

RESPONSIBILITY FOR DIRECT SUPERVISION OF THE FOLLOWING POSITIONS:

N/A

SECTION IV: CLASSIFICATION HISTORY AND APPROVAL

This Position Description reflects an accurate and complete description of the duties and responsibilities assigned to the position.

_____ _____

Signature – Human Resources **Date**

Job Classification History:
Prepared by TS 5/2025
Board Approval:
Reviewed/updated:
Reviewed/updated:

ISD 709 Duluth Public Schools

POSITION DESCRIPTION

SECTION I: GENERAL INFORMATION

Position Title: Cultural Immersion Program Paraprofessional (Ojibwe Language)	**Department:** Office of Advancing Equity
Immediate Supervisor's Position Title: Coordinator of Indian Education	**FLSA Status** Non-Exempt
Pay Grade Assignment: Pay Group B	**Bargaining Unit:** Paraprofessional Unit

General Summary of Purpose Of Job:

The Cultural Immersion Program Paraprofessionals (CIPA) will work within the classroom with the teacher to support the academic and linguistic achievement of native English-speaking and/or native Ojibwe –speaking students within a rigorous one-way or two-way dual language immersion instructional framework. This position is also responsible for collaborating with school personnel, parents and community agencies to provide quality instructional programs and to perform other duties directly related to support the academic and linguistic achievement of native English-speaking and/or native Ojibwe-speaking students.

SECTION II: ESSENTIAL DUTIES AND RESPONSIBILITIES:

Duty No.	**Essential Duties:** **(These duties are a representative sample; position assignments may vary.)**
1.	Works with elementary students individually and in small groups to support learning activities in the Ojibwe Language.
2.	Assists the lead teacher in setting up learning stations and preparing instructional materials in the Ojibwe Language.
3.	Aids in daily classroom management by using the Ojibwe Language for instructions, routines, and expectations.
4.	Maintains accurate classroom attendance and student progress records.
5.	Coordinates transportation for special events. Participates in various training sessions as assigned.
6.	Assists with providing promotional materials of school sponsored events/activities to other school personnel, community organizations and families of current and prospective Ojibwe Language students.
7.	Sets up, operates, and maintain classroom equipment. ~~Makes home visits regarding attendance, health issues, and to obtain approving signatures. Maintains effective relationships with these families.~~
8.	Participates in required training sessions as assigned.
9.	Works with the lead teacher to develop and implement home learning activities.
10.	Promotes school events and activities to staff, community organizations, and families of current and prospective Ojibwe Language students.
11.	Performs other duties as requested by supervisor.

SECTION III: WORK REQUIREMENTS AND CHARACTERISTICS

EDUCATION/EXPERIENCE REQUIREMENTS: Minimum education and experience required to perform adequately in position could reasonably be attained only by completing the following:

X	**High school diploma or GED.**
	Degree Required: 381
X	**Required Work Experience in Addition to Formal Education/Training:** Minimum of an Associate Degree and at least one year of experience working in an early childhood or elementary classroom that facilitates a student-centered learning activities related to Ojibwe Language Immersion, OR a combination of education and experience totaling (3) years.
	Required Supervisory Experience:

PREFERRED EDUCATION/EXPERIENCE REQUIREMENTS:

ACTFL (American Council on Teaching of Foreign Languages) Intermediate-high/advanced-low oral proficiency and literacy in the Ojibwe Language is preferred.

LICENSE/CERTIFICATION: (Identify licenses/certification required upon hiring:

None required.

ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES REQUIRED TO PERFORM THE WORK

Knowledge

- Ojibwe language double-vowel writing system
- Cultural and historical aspects of Ojibwe people.
- Cultural and socioeconomic diversity and population issues.
- Early childhood education materials, including learning games for pre-school children.

Skills

- Organizing work load as to get maximum use of time and effectiveness.
- Multi task and priorities work task
- Written and verbal communication skills to make oral presentations.
- Researching resources of outside organizations for the benefit of students and parents.
- The usage of desktop computers and applications software.

Abilities

- Organize workload that provides effective and efficient achievement.
- Make oral presentations that are clear and concise.
- Use desktop computers and applications software.

PHYSICAL REQUIREMENTS: Indicate according to the requirements of the essential duties/responsibilities

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

More than 100 lbs.	√			
Vision Requirements:	**Yes**	**No**		
No special vision requirements	√			382
Close Vision (20 in. of less)		√		
Distance Vision (20 ft. of more)		√		
Color Vision		√		
Depth Perception		√		
Peripheral Vision		√		

General Environmental Conditions:

Work is performed under normal office conditions and there are minimal environmental risks or disagreeable conditions associated with the work. Work is frequently performed in outdoor weather conditions when traveling between school sites or community agencies. The typical noise level is considered to be moderate

General Physical Conditions:

Work can be generally characterized as:

Sedentary Work: Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body.

RESPONSIBILITY FOR DIRECT SUPERVISION OF THE FOLLOWING POSITIONS:

N/A

SECTION IV: CLASSIFICATION HISTORY AND APPROVAL

This Position Description reflects an accurate and complete description of the duties and responsibilities assigned to the position.

_____ _____

Signature – Human Resources **Date**

Job Classification History:

Prepared by TS 5/2025

Board Approval:

Reviewed/updated:

Reviewed/updated:

Duluth Public Schools

HR/BS Services Committee Monthly Fund Balance Report
Sept 8, 2025 Committee Meeting

BUDGET SUMMARY

9.5.25 Percent spent 9.5.25

REVENUES	25-26 CURRENT YEAR ADOPTED BUDGET		25-26 CURRENT YEAR REVISED BUDG	25-26 RECEIVED TO YEAR TO DATE	25-26 RECEIVED ENCUMBERED	25-26 BUDGET BALANCE	
	FUND	Jul-25	JULY 25-26	July -June	July -June	July -June	
General	1	$ 134,020,612.52	$ 136,726,403.11	$ 19,455,751.09	$ (8,153,718.50)	$ 125,424,370.52	14%
Food Service	2	$ 6,120,000.00	$ 6,120,000.00	$ 112,548.78	$ -	$ 6,007,451.22	2%
Transportation	3	$ 3,866,200.00	$ 3,866,200.00	$ 697,322.97	$ (51,279.90)	$ 3,220,156.93	18%
Community Ed	4	$ 8,187,495.00	$ 8,187,495.00	$ 358,242.63	$ (238,093.39)	$ 8,067,345.76	4%
Operating Capital	5	$ 4,680,435.48	$ 1,974,644.89	$ 234,255.34	$ -	$ 1,740,389.55	12%
Building Construction	6	$ -	$ -	$ -	$ -	$ -	
Debt Service Fund	7	$ 27,857,301.00	$ 27,857,301.00	$ 921,061.64	$ (237,862.44)	$ 27,174,101.80	3%
Trust Fund	8	$ 320,000.00	$ 320,000.00	$ -	$ -	$ 320,000.00	0%
Dental Insurance Fund	20	$ 959,836.00	$ 959,836.00	$ 133,701.03		$ 826,134.97	14%
Student Acitivity	79	$ 106,940.00	$ 106,940.00	$ 3,980.00	$ -	$ 102,960.00	4%
REVENUE	**TOTALS:**	**$ 186,118,820.00**	**$ 186,118,820.00**	**$ 21,916,863.48**	**$ (8,680,954.23)**	**$ 172,882,910.75**	12%

EXPENSES	25-26 CURRENT YEAR ADOPTED BUDGET		25-26 CURRENT YEAR REVISED BUDG	25-26 EXPENSES TO YEAR TO DATE	25-26 EXPENSES ENCUMBERED	25-26 BUDGET BALANCE	
	FUND	Jul-25	JULY 25-26	July - June	July -June	July - June	
General	1	$ 128,594,794.07	$ 128,494,683.82	$ 11,426,022.66	$ 5,412,997.04	$ 111,655,664.12	13%
Food Service	2	$ 6,095,464.00	$ 6,095,464.00	$ 176,052.81	$ 3,058,419.37	$ 2,860,991.82	53%
Transportation	3	$ 7,864,200.00	$ 7,864,200.00	$ 530,455.22	$ 528,126.53	$ 6,805,618.25	13%
Community Ed	4	$ 7,725,252.00	$ 7,725,252.00	$ 383,363.04	$ 121,917.07	$ 7,219,971.89	7%
Operating Captial	5	$ 5,648,724.89	$ 5,648,724.89	$ 2,117,037.17	$ 613,672.17	$ 2,918,015.55	48%
Building Construction	6	$ -	$ -	$ 752,816.44	$ 1,147,915.79	$ (1,900,732.23)	
Debt Service Fund	7	$ 27,394,520.00	$ 27,394,520.00	$ 1,356,834.57	$ -	$ 26,037,685.43	5%
Trust Fund	8	$ 270,842.00	$ 270,842.00	$ -	$ -	$ 270,842.00	0%
Dental Insurance Fund	20	$ 1,025,548.00	$ 1,025,548.00	$ 118,517.08	$ -	$ 907,030.92	12%
Student Acitivity	79	$ 86,750.00	$ 86,750.00	$ 24,265.59	$ 8,456.01	$ 54,028.40	38%
EXPENSE	**TOTALS**	**$ 184,706,094.96**	**$ 184,605,984.71**	**$ 16,885,364.58**	**$ 10,891,503.98**	**$ 156,829,116.15**	15%

Extra Curricular	Fund 01 Prog 298
Revenue	$ 6,181.75
Expense	$ 18,906.31

Fundraisers Reported
August 2025

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	Denfeld Guidance & Theatre Departments	$1,000.00	Selling Bubblr water before & after school throughout the year. Students from the Drama Dept. sell the water
Denfeld	Cheerleading	$200.00	Selling pizza
East	Girls' soccer	$8,000.00	Kwik Trip car wash cards
East	Greyhound Kitchen Career and Technical Student Organization	$2,500.00	Food sales and catering
East	Cheerleading	$5,000.00	Leading Edge Coupon Books
East	Cheerleading	$1,300.00	Duluth Coffee Company
East	Boys Basketball (East High School)	$5,000.00	Leading Edge - Hour a Thon (Receiving Donations)
East	East Volleyball Extra-Curricular/Athletics	$8,000.00	Hour-A-Thon Phone Donations
East	Duluth East Choirs	$400.00	Duluth Coffee Company Fundraiser
Homecroft	Student Activity	$24,000.00	Booster Fun Run
Lakewood	5th Grade Students at Lakewood	$2,600.00	Wolf Ridge Calendar Sales
Laura MacArthur	School-wide, student government	$975.00	Mcteachers Night 10%of sales for 3 hours
Stowe	Continuous Wolf Ridge fund - 5th graders lead, school wide purchase	$600.00	Beef sticks

8.5.25

Cathy Holman, Purchasing Coordinator

ISD 709 Duluth Public Schools

709 Portia Johnson Drive

Duluth, MN 55811

Dear Cathy Holman,

We are submitting the following price quote to you for the 2025-2026 school year. Our Grade A products meet all local, State and Federal requirements for the lunch program. All half-pint milks are subject to the attached Escalator Clause. All other products follow the monthly market change.

July 2025 Pricing

Item Description	Item #	Packaging Description	Price
1% Milk	26890	Eco Half-Pint	$0.372
Skim Milk	26891	Eco Half-Pint	$0.358
Chocolate Skim Milk	65492	Eco Half-Pint	$0.369
Lactose Free 1% Milk	26935	Eco Half-Pint	$0.590
Lactose Free Choc 1% Milk	26946	Eco Half-Pint	$0.590

Kelly Durick Eder, Board Chair

July 2025 Escalator Clause

It is hereby understood that the prices quoted are based on the USDA Class I prices listed below under the terms of the Federal Milk Market Order #30.

Class I Skim	9.66	CWT
Class I Butterfat	2.7142	LB

If the Class I Skim price per hundredweight is increased or decreased, for each $0.10 per hundredweight increase or decrease, the quotation on:

Half-Pint Fluid Milk	$0.00054	Per Half-Pint

If the Class 1 Butterfat price per pound in increased or decreased, for each $0.01 increase or decrease, the quotation on a half-pint will follow this formula:

Whole Milk	$0.00017750	Per Half-Pint
2% Milk	$0.00010750	Per Half-Pint
1% Milk	$0.00005375	Per Half-Pint
Skim Milk	$0.00001000	Per Half-Pint

Kemps General Information

Address: Kemps LLC / 420 West Broadway Avenue, Minneapolis, MN 55411

Key Bid Contact: Kyle Punton, General Manager / Kyle.Punton@Kemps.com / 612-723-5596

Sales Rep Contact: Mike Hill / Mike.Hill3@Kemps.com / 320-471-8829

Payment Terms: Payment is due 14 days after the invoice date.

Insurance: Kemps will provide a copy of insurance upon request.

Bid Bonds: Kemps has been operating since 1914. We do not participate in bid bonds.

Return Milk Policy: Kemps only takes back and gives credit for milk that is delivered with less than 10 days from expiration, or any milk that is deemed a manufacturer defect, damaged, or not sellable upon delivery. Please be cognizant of our next scheduled delivery, especially around break periods. The school is responsible for disposing of any milk.

Renewed Bids: At the outset of each year a bid is renewed, Kemps reserves the right to make an annual price adjustment to cover any increases in operating costs. Price adjustments are related to fuel, labor, employee benefits, packaging, resin, etcetera. Additionally, all prices follow the monthly escalator clause.

Delivery Schedule: We can typically deliver between 6AM and 2:30PM and will try to accommodate the school's needs; however, we cannot guarantee a delivery schedule at this time.

Sustainability: At Kemps, we are passionate about delivering dairy to our neighbors down the road and around the world. For us, this goes beyond getting products to grocery store shelves. It starts with taking care of our planet, our land, our communities, our family farm-owners, and our employees.

We believe dairy plays a key role in solving our climate change crisis, and we are constantly striving to find more ways to reduce our greenhouse gas emissions, invest in innovation to make our business more sustainable, and engage in the communities where we live and work. We are determined to do our part to produce dairy responsibly, ethically, and sustainably and are continually searching for new, innovative ways to conserve resources, reduce waste, and work efficiently across farms, in plans, and on the road. Because of our commitment to the environment, Kemps has a 30-case minimum per delivery. If the delivery requirements are not met, we may contact you to create a solution. Thank you for your partnership with Kemps to reduce waste.

School Calendar Dates

If your district has the same dates for all schools, please fill in the table below.

First Day of School	September 2, 2025
Thanksgiving Break	November 27, 28, 2025
Christmas Break	December 24 – January 2, 2026
Spring Break	Feb 18-20, 2026 & March 30 – April 3, 2026
Summer School	☐No ☒Yes Dates: UNKNOWN at this Time

If the schools in your district have a variety of dates, please fill in the tables below.

School Name(s)	
First Day of School	
Thanksgiving Break	
Christmas Break	
Spring Break	
Summer School	☐No ☐Yes Dates:

School Name(s)	
First Day of School	
Thanksgiving Break	
Christmas Break	
Spring Break	
Summer School	☐No ☐Yes Dates:

School Name(s)	
First Day of School	
Thanksgiving Break	
Christmas Break	
Spring Break	
Summer School	☐No ☐Yes Dates:

School Contacts

If Kemps is chosen to provide your school(s) with dairy products for the upcoming school year, please thoroughly fill in the following pages. To better service our customers, Kemps is unable to begin deliveries if the fields are submitted incomplete.

School Name	FSD Name	Phone	Email

See attachment

School	Manager	Phone	Extension	Email
Congdon Park Elementary	Michelle Palmer	218-336-8825	1830	Michelle.palmer@isd709.org
Denfeld High	Kerri Shea	218-336-8830	2035	Kerri.shea@isd709.org
East High	Summer Emison	218-728-7426	2149	Summer.emison@isd709.org
Homecroft Elementary	Jodi Puff	218-336-8865	2551	Jodi.puff@isd709.org
Lakewood Elementary	Lily Flatt	218-336-8870	2619	Lily.flatt@isd709.org
Laura MacArthur Elementary	Georgia VanAllen	218-336-8900	3114	Georgia.vanallen@isd709.org
Lester Park Elementary	Angie Beyer	218-336-8875	2664	Angie.beyer@isd709.org
Lincoln Park Middle	Susan Geissler	218-336-8880	3339	Susan.geissler@isd709.org
Lowell Elementary	Amie Clingman	218-336-8895	2973	Amie.clingman@isd709.org
Myers Wilkins	Roberta Taran	218-336-8860	2444	Roberta.taran@isd709.org
Ordean East Middle	Deb McKowski	218-336-8940	4158	Deb.mckowski@isd709.org
Piedmont Elementary	Maria Karon	218-336-8950	2738	Maria.karon@isd709.org
Stowe Elementary	Julie Cullen	218-336-8965	3922	Julie.cullen@isd709.org
Rockridge	Carrie Miller	218-336-8707	2115	Carrie.miller@isd709.org

IEA, INC.

PROPOSAL

Contact Us:

BROOKLYN PARK OFFICE
9201 W. BROADWAY, #600
BROOKLYN PARK, MN 55445
763-315-7900

MANKATO OFFICE
610 N. RIVERFRONT DRIVE
MANKATO, MN 56001
507-345-8818

ROCHESTER OFFICE
210 WOOD LAKE DRIVE SE
ROCHESTER, MN 55904
507-281-6664

BRAINERD OFFICE
601 NW 5TH ST. SUITE #4
BRAINERD, MN 56401
218-454-0703

MARSHALL OFFICE
1420 EAST COLLEGE DRIVE
MARSHALL, MN 56258
507-476-3599

VIRGINIA OFFICE
5525 EMERALD AVENUE
MOUNTAIN IRON, MN 55768
218-410-9521

www.ieasafety.com

800-233-9513

2025-2026

Environmental, Health and Safety Management Services

for

Independent School District #709

Duluth Public Schools

AUGUST 5, 2025

PROPOSAL PROVIDED TO:

Bryan Brown
Facilities Manager
Independent School District #709
713 Portia Johnson Drive
Duluth, MN 55811
Phone: (218) 336-8907
E-mail: Bryan.Brown@isd709.org

PROPOSAL CONTACT:

Grant Chapa
Virginia & Brainerd Regional Manager
IEA, Inc.
5525 Emerald Avenue
Mountain Iron, MN 55768
Phone: (218) 302-3787
E-mail: Grant.Chapa@ieasafety.com

PROJECT INTRODUCTION

The Institute for Environmental Assessment, Inc. (IEA) is pleased to offer this proposal to provide a knowledgeable support team to meet your Environmental, Health and Safety (EH&S) compliance needs in conjunction with the Northeast Service Cooperative (NESC). IEA will assist the District in the implementation of safety programs, identification of health and safety related hazards and overall consulting based on the District's needs.

SCOPE OF WORK

EH&S Management

IEA will provide EH&S management services to assist in compliance with: Occupational Safety and Health Administration (OSHA), Minnesota Department of Education (MDE), Minnesota Pollution Control Agency (MPCA), National and Minnesota State Fire Code and other federal, state, and local regulations. Please see Appendix A for a list of possible related tasks.

Program Review

IEA will review identified health and safety programs for compliance with applicable regulations. This program review will be documented as the annual program review which is required or recommended for most of the District's written programs. A final report will be developed, including details on each program, as well as recommendations and/or plans for bringing programs into compliance. Annual compliance tasks will be identified prior to the start of each fiscal year and communicated to the District via a scheduling letter.

Trainings

IEA will be utilizing online safety training for some groups. The platform used is called *Learnworlds* and allows IEA to customize online videos and other training materials to be used for training your staff. IEA offers the following trainings to your staff members:

- Annual health and safety training for teaching, administrative, and support staff
- Annual health and safety training for food service staff
- Annual health and safety training for art department staff
- Annual health and safety training for industrial arts department staff
- Annual health and safety training for science department staff
- AHERA Designated Person training (completed by your District's Designated Person)
- Hazardous materials training (required to be completed by certain positions every three years)
- Temporary worker safety training (for summer workers that may be hired for painting, grounds work, etc.)
- Automotive lift safety training (required to be completed annually by users)
- Asbestos 2-hour initial awareness training (required to be completed by all new maintenance or custodial staff)

Annual training links can be prepared and distributed to District representatives. Other training courses listed above will be distributed to staff members as they are necessary. Maintenance, custodial and transportation staff sessions will remain completed in-person.

© IEA, Inc.

LIMITATIONS & ASSUMPTIONS

IEA will remain flexible to accommodate the District's needs; however, any project work outside of this scope of work or sampling, equipment fees or additional contractors will be provided in a project-specific scope of work with an associated fee.

The District is expected to provide sufficient workspace and support resources (office supplies, equipment, clerical support, and internet connection) as required to perform services under this contract.

When electronic documents are submitted to the District, IEA is not responsible for changes made after the date of submittal.

Documents provided by IEA are developed for your exclusive use and are not intended to be shared, distributed, or sold to any other party. While some firms maintain ownership of their written management plans, the work we do for your district is customized for you and becomes the property of your district.

Contract hours may be spent working at IEA's office for access to resources or references necessary to complete a task.

IEA will assist the District in compliance with applicable standards and regulations; however, actual compliance remains the responsibility of Independent School District #709.

COMPENSATION

The EH&S services are billed on a time and materials basis. Reference IEA's Comprehensive Fee Schedule in Appendix B for fees associated with the Environmental, Health and Safety Management Services for 2025. IEA will stay within the District's requested budget of **$95,000** per year.

Fees are billed to the District through the Northeast Service Cooperative monthly. Pricing is based on the discounted rates established through the Environmental, Health & Safety contract between NESC and IEA, Inc.

An annual fee of **$450** will be charged to maintain current customized online training and to have access available for District staff to complete the listed training when necessary.

SCHEDULE

IEA's services may commence on September 8, 2025, upon receipt of a signed master services agreement. IEA will schedule work through the Facilities Director.

This contract is valid September 8, 2025, through June 30, 2026.

AUTHORIZATION TO PROCEED

We appreciate the opportunity to present this proposal for Environmental, Health and Safety Management Services. Please sign this authorization to proceed and send to Grant Chapa at Grant.Chapa@ieasafety.com. Retain the original for your records.

IEA, Inc.

Grant Chapa
Virginia & Brainerd Regional Manager

***

Please proceed according to the above stated fees, terms, attached General Conditions, and this Proposal dated August 5, 2025.

Printed Name	Authorized Signature
Date	UFARS Code or PO Number

© IEA, Inc.

Appendix A

Possible Task List

Environmental, Health & Safety Management Services

A Workplace Accident & Injury Reduction Program (AWAIR)

- Develop and implement a written management plan for workplace accident and injury reduction.
- Develop and implement a written plan for OSHA-mandated safety committees.
- Conduct safety committee meetings at least quarterly to identify and eliminate workplace safety hazards. Develop and document methods used to identify, analyze and control new or existing hazards.
- Identify and document methods of how the plan will be communicated to all affected employees so that they are informed of work-related hazards and controls.
- Develop and document procedures for investigation of workplace accidents and corrective actions.

Air Permitting

- Conduct assessment and perform calculations to identify equipment and processes that require an air discharge permit.
- Develop and implement a written management plan for air permitting, if applicable.
- Complete monthly and annual reports and submit to the Minnesota Pollution Control Agency.
- Maintain all air permitting records.

Americans with Disabilities Act (ADA)

- Conduct an assessment of facilities to determine compliance with ADA.
- Recommend and coordinate projects to address identified ADA issues.

Asbestos

- Complete six-month periodic inspections.
- Conduct asbestos awareness training as needed.
- Maintain all records.
- Maintain/implement written management plan.

Bleacher Safety

- Develop and implement a written bleacher safety plan.

Bloodborne Pathogens Standard-Exposure Control Plan

- Develop and implement a written Bloodborne Pathogens-Exposure Control Plan encompassing OSHA Standard 29 CFR 1910.1030.
- Survey the facility to identify job categories in which employees may be at risk for exposure (Exposure Control Plan exposure determination). Document this process.
- Train affected employees on proper specific and universal precaution methods and techniques.
- Develop post exposure procedures.
- Evaluate engineering controls and document on an annual basis.

Community Right to Know

- Develop and implement a written Community Right to Know plan.
- Compile an inventory of products and develop product file.
- Complete annual Tier Two report and submit to Minnesota Emergency Response Commission and local fire department(s).

Compressed Gas

- Develop and implement a written management plan for compressed gases.
- Conduct inventory and evaluation of compressed gases.
- Conduct annual audit of inventory, postings/warning labels, and documentation.
- Conduct annual training as needed for applicable employees in compressed gas handling and use, respiratory protection, and emergency response procedures.

Confined Space

- Develop and implement a written management plan for confined space procedures.
- Conduct a workplace inventory and determine whether confined spaces are permit-required or non-permit required. Develop, distribute and post entry/exit permit requirements.
- Conduct annual review of program compliance, audit entry/exit procedural compliance, review permit use history and documentation, and provide initial and annual refresher training.

© IEA, Inc.

Electrical Safety
- Develop and implement a written management plan for electrical safety.
- Conduct annual training for affected employees.

Emergency Action Plan
- Review Emergency Action Plan and provide suggestions for plan development.
- Conduct training for staff on crisis management, troubled persons/staff recognition, and violence prevention.
- Coordinate response action with local agencies.
- Develop quick reference emergency procedures flip chart for employees.

Employee Right to Know (ERK)
- Develop and implement a written management plan.
- Provide annual training for applicable employees.
- Maintain training records.

Ergonomics
- Develop and implement a written management plan for ergonomics.
- Conduct an assessment of employees (office, custodial, etc.).
- Coordinate abatement of identified ergonomic issues.

Fall Protection
- Develop and implement written management plan.
- Conduct an assessment of facilities.

Fire Protection / Fire Prevention
- Develop and implement a written management plan for fire protection/prevention.
- Conduct an assessment of facilities.
- Conduct annual review/update of written plan.

First Aid/CPR
- Develop and implement a written management plan for first aid/CPR.
- Survey the facility for first aid/CPR needs.

Forklift Safety
- Develop a written plan if applicable.
- Provide required training
- Assist with inventory, inspection, and carbon monoxide monitoring.

Hoist / Lift / Crane Safety
- Develop a written plan if applicable.
- Inventory of hoists
- Assist with inspection and supporting documentation
- Provide training
- Assist with required recordkeeping

Hazardous Waste
- Develop and implement a written management plan for hazardous waste. These are defined as wastes that are toxic, combustible, corrosive, or reactive.
- Identify facility hazardous waste streams by functional areas and by waste stream types.
- Examine the potential for generating hazardous waste products each facility.
- Implement proper waste disposal procedures. Complete waste disposal manifests.
- Acquire an EPA generator number and MPCA annual permit for each building that generates hazardous waste.
- Provide training to affected employees. Conduct annual training if applicable according to VSQG or SQG criteria.
- Complete annual hazardous waste report for MPCA or local County government

Hearing Conservation
- Develop and implement a written management plan for hearing conservation.
- Assess all facilities and employees for occupational noise exposure.
- Coordinate annual hearing tests for affected employees.
- Recommend noise abatement or administrative controls to reduce or eliminate employee exposure and coordinate the distribution of hearing protection devices.
- Conduct noise dosimeter testing.
- Conduct employee training and annual review/update of training records.

Indoor Air Quality (IAQ)
- Develop, implement and maintain an IAQ management plan and building walk through.
- Provide training to employees in indoor air quality.
- Maintain appropriate IAQ records.
- Coordinate IAQ investigations.

Infectious Waste
- Develop and implement a written management plan for infectious waste, if any. NOTE: Blood or other potentially infectious materials are covered under the Bloodborne Pathogens Standard.
- Identify sources of infectious waste in each facility.
- Review current infectious waste handling procedures.
- Evaluate current infectious waste recordkeeping forms and procedures (including archiving).
- Provide annual training to affected employees.

Integrated Pest Management (IPM)
- Develop and implement a written management plan for integrated pest management.
- Prepare required notifications to the community.
- Coordinate with pest control companies to ensure proper pest management.

© IEA, Inc.

Lead Contamination Control Act
- Develop and implement a written management plan for lead contamination control.
- Report testing results and provide recommendations for areas with excess lead levels present.

Lockout/Tagout
- Develop and implement a written management plan for lockout/tagout.
- Assist with purchasing of appropriate locks and tags.
- Provide training for affected personnel.
- Conduct annual audit of compliance with lockout/tagout plan procedures.

OSHA Inspections
- Conduct mock OSHA and other regulatory agency inspections.
- Participate in OSHA review of facility and provide management activity for programs.

OSHA Recordkeeping
- Develop and implement a written management plan for OSHA recordkeeping.
- Assist with completion of OSHA 300 Log.
- Review and investigate accidents, develop trend information, and recommend procedures and policies to reduce occurrences.
- Assist with the management of the Workers' Compensation Program.

Personal Protective Equipment (PPE)
- Develop and implement a written management plan.
- Conduct assessment of facilities to determine equipment needs.
- Provide training to employees on the proper care and usage of personal protective equipment.

Playground Safety
- Develop and implement a written management plan for each playground.
- Conduct periodic site reviews, inspections and management plan updates.

Process Safety Management
- Develop and implement a written process safety management plan.
- Provide employee training as required.
- Conduct periodic review/update of written plan.

Radon
- Develop and implement a written management plan for radon.
- Provide recommendations for abatement for areas with excess radon levels present.

Respiratory Protection Program
- Develop and implement a written management plan for respiratory protection.
- Conduct workplace evaluation to determine respiratory protection needs.
- Provide annual respiratory protection program training to applicable employees.
- Coordinate annual medical exams, conduct and document annual fit test and records update.

Underground Storage Tanks (USTs) / Aboveground Storage Tanks (ASTs)
- Develop and implement a written management plan for underground and aboveground storage tanks.
- Complete an inventory of tanks including age, size, type, contents, spill protection, overfill devices, corrosion protection or leak detection systems.
- Develop and coordinate tank removal prioritization for under-equipped or leaking tanks.

Welding, Cutting or Brazing
- Develop a written plan.
- Provide training and assist with required recordkeeping.

© IEA, Inc.

Appendix B

Comprehensive Fee Schedule

Professional Fee Schedule
Effective January 1, 2025

IEA provides consulting services using the following rate schedule for project activity on a time-and-materials basis. This schedule will be adjusted on an annual basis. Additionally:

- Work performed beyond a normal working day (defined as hours in excess of 8 hours a day), weekends and national holidays will be billed at time and one-half.
- Current mileage rate is billed at the IRS mileage rate plus a 20% mark-up. Mileage rate may be adjusted to reflect fluctuations in fuel costs.
- Travel expenses, include airfare, lodging, transportation, and meals, will be billed with a 20% mark-up.

IEA's services will be billed at the following rates per hour:

Project Management	**Rate**
Division/Regional Manager	$165.00
Senior Project/Account Manager	$146.00
Account Manager	$141.00
Project Manager	$141.00
Administrative Support	$95.00
Professional/Technical Staff	
Sr. Certified Industrial Hygienist	$185.00
Certified Industrial Hygienist	$175.00
Certified Safety Professional	$160.00
Sr. Professional Engineer	$185.00
Professional Engineer	$165.00
Commissioning Agent	$135.00
Senior Environmental Technician	$118.00
Engineering Technician	$115.00
Environmental Technician	$115.00

Emergency services and rates for services after hours, weekends or under extenuating circumstances will require an increased labor rate one and one-half times the above rates.

© 2025 Institute for Environmental Assessment, Inc. All Rights Reserved.
www.ieasafety.com

Asbestos, Lead & IAQ Laboratory Fees

Asbestos

Bulk Samples - Polarized Light Microscopy (PLM)

# Samples Per layer	RUSH 3 Hour*	RUSH 6 Hour*	24 Hour	48 Hour	72 Hour
1 – 199	$52 each	$36.5 each	$26 each	$24 each	$21 each
200 or more	**Call for pricing**				

*Rush pricing is cost plus $80 for time and mileage. Time is from when lab receives samples. Additional times and costs are available

Air Samples – Phase Contrast Microscopy (PCM) (In-house Analysis)

	Routine Price	Rush Price
All Samples ($60 min. includes 2 samples)	$22 each	1.5 x applicable rate

Air Samples – Transmission Electron Microscopy (TEM)*

Air samples by AHERA or YAMATE Level II Method

	24 Hour	6 Hour	4.5 Hour	Weekend Analysis
Individual Samples (24 hours)	$150/Sample	$180/Sample	$300.00/Sample	$190/Sample

Lead

Lead Dust Wipe Samples/ Lead Air Samples/ Lead Paint Chips/ Soil Sample (Flame AA)

6 Hour	1 Day
$52	$25

Lead in Air/Soil Samples (Graphite Furnace)

	24 Hours or Greater	Less Than 24 Hours
All Samples	$83	Call for pricing

Lead in Paint Samples

	1-5 Days	6 Hours
All Samples	$26	$56

Lead in Water Samples

	24 Hours or Greater
All Samples	$28

Lead Toxicity Characteristic Leaching Limit Procedure (TCLP)

	3-Day	2-Day	30-Hour
All Samples	$125	$134	$260

© 2025 Institute for Environmental Assessment, Inc. All Rights Reserved.
www.ieasafety.com

Radon

Sample Type	Cost
Short-Term *(1-99)*	$16
Short-Term *(100 and up)*	$14
Continuous Radon Monitor	$250 *per sampling event*
Long-Term	Call for pricing

PCB EMSL Samples

2 Week	1 Week	4 Day	3 Day
$120	$169	$197	$235

Indoor Air Quality

Laboratory Analysis (Per Sample)*

- Air-O-Cell 24-hour turnaround $56
- BioReveal Surface Swab $13
- Bioaerosols (Fungi) $68.5
- Bulk fungal analysis (dilution method) $104
- Microvac bulk dust fungal analysis (dilution method) $104
- Microvac bulk dust fungal analysis (direct read method) $56
- Dust Characterization $77
- Formaldehyde** $125
- Hexavalent Chromium $100
- Legionella $130
- Particulate (nuisance dust, total & respirable) $39
- Rodac fungal contact (range $44-64) $72
- Silica ..... Call for pricing
- Tease Tape sample analysis $56
- Total Volatile Organic Compounds (TVOC) (3M 3500) $73
- Volatile Organic Compounds (VOC) (range $100-258) $282
- VOC Scan (GC/MS – Qualitative, 70 compounds) $342
- VOC Scan (GC/MS – Quantitative, up to 15 compounds) $342
- Welding Fume Scan (13 Metals) $203

NOTE: Delivery costs are billed on a direct basis

* Analysis for other compounds, alternate analytical and sampling methods, and rush analysis, may affect per unit costs.

Equipment Use Rates (Per Day)

- Air Flow Meter & Micromanometer $55
- Airborne Particulate Counter $80
- Anderson/Quick Take 30/Buck Bioaire Sampler (bioaerosols) $60
- B&K Sound Level Meter $130
- Balometer $55
- Dosimeter $30
- Four Gas Meter $55
- Hygrometer $30
- Infrared Camera $80
- Ion Counter $55
- Personal Air Sampling Pumps $55
- Moisture Meter $30
- Niton XRF-XLp (Paint) $260
- Noise Dosimeter Calibrator $15
- Personal Air Sampling Pump Calibrators (Check-Mate, DryCal, etc.) $30

© 2025 Institute for Environmental Assessment, Inc. All Rights Reserved.
www.ieasafety.com

- Personal Air Sampling Pumps $55
- Photo Ionization Detector (PID) $30
- Pressure Differential Meter $55
- TSI Q-Trak (carbon dioxide, carbon monoxide, temperature, relative humidity) $55
- Projector $40

© 2025 Institute for Environmental Assessment, Inc. All Rights Reserved.
www.ieasafety.com

June23, 2025

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
Caleb Lewis	**Duluth Public Schools**	**5/29/2025**

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

Nathan Glöckle
Principal

Kathleen Wilson
Sr. Clerical
Area Learning Center

August 18, 2025

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
Zachary Luke Clough	**Duluth Public Schools**	**6/13/2025**

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

Nathan Glöckle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

July 22, 2025

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
Morgan Franzen	**Duluth Public Schools**	**7/22/2025**

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

Nathan Glöckle
Principal

Kathleen Wilson
Sr. Clerical
Area Learning Center

DULUTH ADULT EDUCATION

MEMORANDUM

TO: Curriculum Dept.

FROM: Angie Frank, Adult Diploma Program

SUBJECT: High School Diploma

DATE: 7/28/2025

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:

Latasha Hodges

7/28/2025

218-336-8725
dae@isd709.org
dae.isd709.org
325 W. 1st St. Arvig Bldg. 3rd Floor, Duluth, MN 55802

August 6, 2025

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
Alexis Launderville	**Duluth Public Schools**	**8/6/2025**

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

Nathan Glöckle
Principal

Kathleen Wilson
Sr. Clerical
Area Learning Center

DISTRICT 709
FIELD TRIP REQUESTS

In accordance with School District Policy District 6160, District 709 recognizes properly planned, well conducted, and carefully supervised field trips may be a vital part of the curriculum. School field trips are encouraged within available resources and requirements outlined below.

DIRECTIONS: All staff are required to submit a Field Trip Request **prior** to the field trip being finalized with the involved students and to:

- Receive administrative and/or extra-curricular coordinator approval for all instructional and supplementary field trips
- Receive administrative reviewal and school board approval for all extended trips (Exceptions may be granted by the school board chair to accommodate emergencies.)

DEFINITIONS:

Instructional Trips - Trips that take place during the school day, relate directly to a course of study, and require student participation. Fees may not be assessed against students.

Supplementary Trips - Trips in which students voluntarily participate in and which often take place outside the regular school day, but do not include overnight stays. Financial contributions may be requested of students.

Extended Trips Within Minnesota and Continental United States - Trips that involve one or more overnight stops within Minnesota or the Continental United States and may be instructional or supplementary and are voluntary in nature. Extended field trips require school board approval prior to the trip.

INSTRUCTIONAL TRIP ACTION

Principal: ☐ Approved ☐ Not Approved — Name: _____ Date: _____

SUPPLEMENTAL TRIP ACTION

Principal: ☐ Approved ☐ Not Approved — Name: _____ Date: _____

Instructional/Supplemental Trips need not be sent to District office.

EXTENDED TRIP ACTION

Principal: ☒ Recommended ☐ Not Recommended — Name: [signature] Date: 8-19-25

Assistant Superintendent: ☒ Recommended ☐ Not Recommended — Name: [signature] Date: _____

School Board: ☐ Approved ☐ Not Approved — Name: _____ Date: _____

All extended trip proposals must be sent to the Assistant Superintendent's Office to be placed on the Education Committee meeting agenda for approval.

FIELD TRIP REQUEST FORM

Date of Submission: 410

Type of Trip: ☐ Instructional ☐ Supplementary ☒ Extended

1. Organization/Grade/Course Planning Trip: Duluth East A'Cappella Choir
2. Contact Person (Responsible for Checklist Completion): Paul Christenson
3. Field Trip Date(s): 9/12/25 - 9/14/25 Destination: Camp Knutson, Crosslake MN
4. Field Trip Overview (Include events, establishments and locations): Performance, rehearsal, teambuilding, singing in sectionals. Warm-ups.
5. Field Trip Departure from School (Date and Time): 9/12/25 @ 1:45pm
   Field Trip Return to School (Date and Time): 9/14/25 @ 12:00pm
6. Objectives of Field Trip: Teambuild, perform, rehearse
7. Relationship to Curriculum or Student Learning: It's their first summative performance of the year
8. Planned Follow-up Field Trip Activities: Reflection; future concerts.
9. Field Trip Budget Request

Estimated Expenses	
Total Admission/Fees	$ 140
Total Meals	$
Total Lodging	$
Total Transportation ☒ School District Vehicle(s) ☐ Commercial Transportation Carrier ~ Name: _____ ☐ Private Vehicle (requires certificate of insurance) ~ Name: _____	$
Total Additional Stipends:	$
Other:	$
Total	$ 140 / per student

Revenues		
District Budget	Code:	$
Booster Group		$
Donations		$
Student Fees		$ 140
Total Additional Stipends:		$
Total		$ 140 / per student

11. Reviewed/Completed Request Checklist: ☒ Yes ☐ No

RETURN COMPLETED REQUEST TO BUILDING PRINCIPAL

FIELD TRIP REQUEST CHECKLIST - All Field Trips

DIRECTIONS: Please complete checklist. No attachments are necessary.

- [x] Develop and Communicate Student Discipline Expectations
- [x] Forward Field Trip Explanation and Fee Structure Letter Sent to Parents/Guardians
- [x] Collect Parent/Guardian Permission for Student Participation in Field Trip (Include request for special information - i.e. allergies, medications, special needs.)
- [x] Gain Access to Cell Phone for Field Trip
- [x] Plan Arrangements for Early Pick-Up or Late Drop-Off Students (if necessary).
  Guide: May choose to leave message on school voice mail to help with late drop off.
- [x] Plan Meal Arrangements (if necessary)
  Reminder: Notify food service of non-participation.
- [x] Plan Administration of Student Medication and First Aid Needs (if necessary)
  Guide: Contact School Nurse.
- [x] Develop and Communicate Action Plan if Student Gets Lost on Trip
- [x] Arrange Adult Chaperones for Field Trip (if necessary)
  Guide: One (1) adult for every twenty (20) students depending on field trip. Parent volunteers are encouraged when possible or appropriate.
- [x] Develop and Communicate Teacher and Adult Chaperone Expectations
  Example: Supervision duties, no smoking, no alcohol
- [x] Planned Itinerary

TIME	LOCATION
	Sent to Kelly Flaherty. ATTACHED
	Email me if you need to see it
	paul.christenson@isd709.org

- [ ] Maintain Student Roster and Check-in/Check-out Procedure
- [x] Arrangement for Safety Needs (i.e. crossing guards)

Signature of Contact Person: _____

FIELD TRIP REQUEST CHECKLIST – Extended Trip Only

DIRECTIONS: Please complete checklist and attach all appropriate materials.

- [x] Develop and Complete Field Trip Itinerary and Emergency Telephone Contacts Letter to Parents/Guardians
  Note: Attach tentative planned itinerary.
- [ ] Arrange Funding of Expenses During Trip
- [x] Arrange Meal Plans
- [x] Arrange Lodging Plans and Room Assignments
- [ ] Collect Family Emergency Information for Students
  Example: Home phone numbers, emergency contacts, medical information
- [ ] Additional Information
  Note: Provide any additional information.

Signature of Contact Person: _____

A'Cappella Retreat Schedule *(2025)*

Friday

1:45	Load Buses and Depart for Camp Knutson
4:45	Unpack and get settled
6:15	Dinner (sopranos clean-up)
7:00	Sectionals
8:00	Rehearsal #1- Main Hall
10:00	T-Shirt Decorating - Main Hall
10:45	Campfire by the lake (inside if it rains)
11:45	In cabins
12:15	**Lights out!**

Saturday

7:30	Morning Bell
8:15	Breakfast (tenors clean-up)
8:45	A'Cappella Olympiad Event #1 BASSES
9:15	Sectionals (same places)
10:00	Full Rehearsal #2
12:00	Lunch (basses clean-up)
12:30	A'Cappella Olympiad Event #2+3 TENORS + ALTOS
4:00	Full Rehearsal #3
5:45	Dinner (altos clean-up)
6:15	A'Cappella Olympiad Event #4 SOPRANOS
7:15	Full Rehearsal #4
9:00	Social Time in Main Hall
11:30	In cabins
12:00	**Lights Out!**

Sunday

7:00	Morning Bell
7:30	Breakfast (required)
8:00	Load Buses and Depart for Church
8:30	Warm-up at church
9:00	**Performance at Crosslake Lutheran Church**
9:30	Depart for Duluth
12:00	Arrive at East High School

Adopted:_____

Revised:_____

MSBA/MASA Model Policy 301
Orig. 1995
Rev. 2022

301 SCHOOL DISTRICT ADMINISTRATION

I. PURPOSE

The purpose of this policy is to clarify the role of the school district administration and its relationship with the school board.

II. GENERAL STATEMENT OF POLICY

A. Effective administration and sound management practices are essential to realizing educational excellence. It is the responsibility of the school district administration to develop a school environment that recognizes the dignity of each student and employee, and the right of each student to access educational programs and services equitably.

B. The school board expects all activities related to school district operations to be administered in a well-planned manner, conducted in an orderly fashion, and to be consistent with the policies of the school board.

C. The school board shall seek specific recommendations, background information and professional advice from the school district administration and will hold the administration accountable for sound management of the schools.

D. Although the school board holds the superintendent ultimately responsible for administration of the school district and annual evaluation of each principal, the school board also recognizes the direct responsibility of principals for educational results and effective administration, supervisory, and instructional leadership at the school building level.

E. The school board and school administration shall work together to share information and decisions that best serve the needs of school district students within financial and facility constraints that may exist.

Legal References: Minn. Stat. § 123B.143 (Superintendent)
Minn. Stat. § 123B.147 (Principals)

Cross References: None

Adopted:_____

Revised:_____

MSBA/MASA Model Policy 305
Orig. 1995
Rev. 2022

305 POLICY IMPLEMENTATION

I. PURPOSE

The purpose of this policy is to clarify the responsibility of the school administration for implementation of school district policy.

II. GENERAL STATEMENT OF POLICY

A. It shall be the responsibility of the superintendent to implement school district policy and to recommend additions or modifications thereto. The administration is authorized to develop procedures, guidelines, and directives to effectuate the implementation of school district policies. These procedures, guidelines, and directives shall not be inconsistent with said policies. At least annually, these written procedures, guidelines, and directives shall be presented to the school board for review.

B. Employee and student handbooks shall be subject to annual review and approval by the school board.

C. School principals and other administrators who have handbook responsibilities shall present recommended changes necessary to reflect new or modified policies. Changes of substance within handbooks shall be reviewed by the superintendent to assure compliance with school district policy and shall be approved by the school board.

Legal References: Minn. Stat. § 123B.143 (Superintendent)

Cross References: MSBA/MASA Model Policy 208 (Development, Adoption, and Implementation of Policies)

501 SCHOOL WEAPONS POLICY

[Note: School districts are required by statute to have a policy addressing these issues. ATTENTION: This policy incorporates certain provisions of the Minnesota Citizens' Personal Protection Act (often referred to as the "conceal and carry" law).]

I. PURPOSE

The purpose of this policy is to assure a safe school environment for students, staff and the public. Establishing a weapons free school zone is one element of creating a safe environment. Duluth Public Schools promotes the safe storage of guns in accordance with School Board Resolution for the safe storage of weapons.

II. GENERAL STATEMENT OF POLICY

No student or non-student, including adults and visitors, shall possess, use or distribute a weapon when in a school location except as provided in this policy. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school employee, volunteer, or member of the public who violates this policy.

III. DEFINITIONS

~~D~~A. "Dangerous Weapon" means any firearm, whether loaded or unloaded, or any device designed as a weapon and capable of producing death or great bodily harm, any combustible or flammable liquid or other device or instrumentality that, in the manner it is used or intended to be used, is calculated or likely to produce death or great bodily harm, or any fire that is used to produce death or great bodily harm. As used in this definition, "flammable liquid" means any liquid having a flash point below 100 degrees Fahrenheit and having a vapor pressure not exceeding 40 pounds per square inch (absolute) at 100 degrees Fahrenheit but does not include intoxicating liquor. As used in this subdivision, "combustible liquid" is a liquid having a flash point at or above 100 degrees Fahrenheit.

~~C~~B. "Possession" means having a weapon on one's person or in an area subject to one's control in a school location.

BC. "School Location" includes any school building or grounds, whether leased, rented, owned or controlled by the school, locations of school activities or trips, bus stops, school buses or school vehicles, school-contracted vehicles, the area of entrance or departure from school premises or events, all locations where school-related functions are conducted, and anywhere students are under the jurisdiction of the school district.

~~A~~D. "Weapon"

1. A "weapon" means any object, device or instrument designed as a weapon or through its use is capable of threatening or producing bodily harm or which may be used to inflict self-injury including, but not limited to, any firearm, whether loaded or unloaded; air guns; pellet guns; BB guns; all knives; blades; clubs; metal knuckles; nunchucks; throwing stars; explosives; fireworks; mace and other propellants; stun guns; ammunition; poisons; chains; arrows; and objects that have been modified to serve as a weapon.

2. No person shall possess, use or distribute any object, device or instrument having the appearance of a weapon and such objects, devices or instruments shall be treated as weapons including, but not limited to, weapons listed above which are broken or non-functional, look-alike guns; toy guns; and any object that is a facsimile of a real weapon.

3. No person shall use articles designed for other purposes (i.e., lasers or laser

pointers, belts, combs, pencils, files, scissors, etc.), to inflict bodily harm and/or intimidate and such use will be treated as the possession and use of a weapon.

[NOTE: In June 2025, MSBA organized these definitions in alphabetical order.]

IV. EXCEPTIONS

A. A student who finds a weapon on the way to school or in a school location, or a student who discovers that he or she accidentally has a weapon in his or her possession, and takes the weapon immediately to the principal's office shall not be considered to possess a weapon. If it would be impractical or dangerous to take the weapon to the principal's office, a student shall not be considered to possess a weapon if he or she immediately turns the weapon over to an administrator, teacher or head coach or immediately notifies an administrator, teacher or head coach of the weapon's location.

B. It shall not be a violation of this policy if a non-student (or student where specified) falls within one of the following categories:

1. Active licensed peace officers;

2. Military personnel, or students or non-students participating in military training, who are on duty performing official duties;

3. Persons authorized to carry a pistol under ~~Minn.~~ Minnesota ~~Stat. §~~ Statute section 624.714 while in a motor vehicle or outside of a motor vehicle for the purpose of directly placing a firearm in, or retrieving it from, the trunk or rear area of the vehicle;

4. Persons who keep or store in a motor vehicle pistols in accordance with ~~Minn. Stat. §§~~ Minnesota Statute section 624.714 or 624.715 or other firearms in accordance with ~~§~~ Minnesota Statute section 97B.045;

   a. Section 624.714 specifies procedures and standards for obtaining pistol permits and penalties for the failure to do so. Section 624.715 defines an exception to the pistol permit requirements for "antique firearms which are carried or possessed as curiosities or for their historical significance or value."

   b. Section 97B.045 generally provides that a firearm may not be transported in a motor vehicle unless it is (1) unloaded and in a gun case without any portion of the firearm exposed; (2) unloaded and in the closed trunk; or (3) a handgun carried in compliance with ~~§§~~ sections 624.714 and 624.715.

5. ~~Firearm safety or marksmanship courses or activities for students or non-students conducted on school property;~~

6. Possession of dangerous weapons, BB guns, or replica firearms by a ceremonial color guard;

7. ~~A gun or knife show held on school property;~~

8. ~~Possession of dangerous weapons, BB guns, or replica firearms with written permission of the principal or other person having general control and~~

~~supervision of the school or the director of a child care center; or~~

9. ~~Persons who are on unimproved property owned or leased by a child care center, school or school district unless the person knows that a student is currently present on the land for a school-related activity.~~

[Note: Nothing prevents a school district from being more stringent in its weapons policy with respect to students and school district employees than the criminal law, except that the school district may not prohibit the lawful carry or possession of firearms in a parking facility or parking area. Although some school districts may choose to incorporate all of the exceptions to the criminal law, other school districts may choose either not to incorporate some or all of the exceptions or to further limit them. For example, a school district may choose to require written permission from the superintendent, not just a principal, for someone to possess a dangerous weapon in a school location. This would impose a more stringent requirement than the exceptions to the general prohibition of having a weapon on school grounds set forth in Minnesota Statutes, section 609.66, Subdivision 1d (f) listed in Section IV.B. above. However, a school district may not regulate firearms, ammunition, or their respective components, when possessed or carried by nonstudents or nonemployees, in a manner that is inconsistent with Minnesota Statutes, section 609.66, Subdivision 1d.]

C. Policy Application to Instructional Equipment/Tools

While the school district does not allow the possession, use, or distribution of weapons by students or non-students, such a position is not meant to interfere with instruction or the use of appropriate equipment and tools by students or non-students. Such equipment and tools, when properly possessed, used, and stored, shall not be considered in violation of the rule against the possession, use, or distribution of weapons. However, when authorized instructional and work equipment and tools are used in a potentially dangerous or threatening manner, such possession and use will be treated as the possession and use of a weapon.

D. Firearms in School Parking Lots and Parking Facilities

1. A school district may not prohibit the lawful carry or possession of firearms in a school parking lot or parking facility. For purposes of this policy, the "lawful" carry or possession of a firearm in a school parking lot or parking facility is specifically limited to non-student permit-holders authorized under ~~Minn. Stat. §~~ Minnesota Statute section 624.714 to carry a pistol in the interior of a vehicle or outside the motor vehicle for the purpose of directly placing a firearm in, or retrieving it from, the trunk or rear area of the vehicle. Any possession or carry of a firearm beyond the immediate vicinity of a permit-holder's vehicle shall constitute a violation of this policy.

2. An employee who is a permit-holder authorized under Minn. Stat. § 624.714 to carry a pistol in the interior of a vehicle or outside the motor vehicle for the purpose of directly placing a firearm in, or retrieving it from, the trunk or rear area of the vehicle must receive written permission from the Superintendent/designee; furthermore, the firearm must have a trigger lock and be stored in a locked container or locked compartment of the vehicle.

V. CONSEQUENCES FOR STUDENT WEAPON POSSESSION/USE/ DISTRIBUTION

A. The school district does not allow the possession, use, or distribution of weapons by students. Consequently, the minimum consequence for students willfully possessing, using, or distributing weapons shall include:

1. Immediate out-of-school suspension;

2. Confiscation of the weapon;

3. Immediate notification of police;

4. Parent or guardian notification; and

5. Recommendation to the Superintendent of dismissal for a period of time not to exceed one year.

B. Pursuant to Minnesota law, a student who brings a firearm, as defined by federal law, to school will be expelled for at least one year. The school board may modify this requirement on a case-by-case basis.

C. The building principal shall, as soon as practicable, refer to the criminal justice or juvenile delinquency system, as appropriate, a student who brings a firearm to school unlawfully.

~~C~~D. Administrative Discretion

While the school district does not allow the possession, use, or distribution of weapons by students, the Superintendent or designee may use discretion in determining whether, under the circumstances, a course of action other than the minimum consequences specified above is warranted. If so, other appropriate action may be taken, including consideration of a recommendation for lesser discipline.

VI. CONSEQUENCES FOR WEAPON POSSESSION/USE/DISTRIBUTION BY NONSTUDENTS

A. Employees

1. An employee who violates the terms of this policy is subject to disciplinary action, including nonrenewal, suspension, or discharge as deemed appropriate by the school board.

2. Sanctions against employees, including nonrenewal, suspension, or discharge shall be pursuant to and in accordance with applicable statutory authority, collective bargaining agreements, and school district policies.

3. When an employee violates the weapons policy, law enforcement may be notified, as appropriate.

[Note: An employer may establish policies that restrict the carry or possession of firearms by its employees while acting in the course and scope of employment. Employment-related sanctions may be invoked for a violation. Thus, for example, reasonable limitations may be imposed on the method of storing firearms by permit-holding employees while at work or performing employment-related duties. Reasonable limitations may include requiring firearms to have trigger locks and to be stored in a locked container or locked compartment of the vehicle.]

B. Other Non-Students

1. Any member of the public who violates this policy shall be informed of the policy and asked to leave the school location. Depending on the circumstances, the person may be barred from future entry to school locations. In addition, if

the person is a student in another school district, that school district may be contacted concerning the policy violation.

2. If appropriate, law enforcement will be notified of the policy violation by the member of the public and may be asked to provide an escort to remove the member of the public from the school location.

VII. REPORTS OF DANGEROUS WEAPON AND ACTIVE SHOOTER INCIDENTS IN SCHOOL ZONES

A. The school district must electronically report to the ~~Minnesota~~ Commissioner of the Minnesota Department of Education ("Commissioner") incidents involving the use or possession of a dangerous weapon in school zones, as required under Minnesota Statutes section 121A.06.

B. The school district must electronically file an after-action review report for active shooter incidents and active shooter threats to the Minnesota Fusion Center as required under Minnesota Statutes, section 121A.06.

1. "Active shooter incident" means an event involving an armed individual or individuals on campus or an armed assailant in the immediate vicinity of the school.

2. "Active shooter threat" means a real or perceived threat that an active shooter incident will occur.

[NOTE: The 2025 Minnesota legislature enacted the addition to 2.c (Session Law Chapter 35)].

Legal References:
Minn. Stat. § 97B.045 (~~Transportation of~~ Transporting Firearms)
Minn. Stat. § 121A.05 (~~Referral to Police~~ Policy to Refer Firearms Possessor)
Minn. Stat. § 121A.06 (Reports of Dangerous Weapon Incidents in School Zones)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.44 (Expulsion for Possession of Firearm)
Minn. Stat. § 152.01, subd. 14(a) (Definition of a School Zone)
Minn. Stat. § 609.02, Subd. 6 (Definition of Dangerous Weapon)
Minn. Stat. § 609.605 (Trespass)
Minn. Stat. § 609.66 (Dangerous Weapons)
Minn. Stat. § 624.714 (Carrying of Weapons without Permit; Penalties)
Minn. Stat. § 624.715 (Exemptions; Antiques and Ornaments)
18 U.S.C. § 921 (Definition of Firearm)
In re C.R.M. 611 N.W.2d 802 (Minn. 2000)
In re A.D., 883 N.W.2d 251 (Minn. 2016)

Cross References:
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 525 (Violence Prevention)
MSBA/MASA Model Policy 903 (Visitors to School District Buildings and Sites)

First Reading: 2/26/2019
Adopted: 4/23/2019 ISD 709

501 SCHOOL WEAPONS POLICY

I. PURPOSE

The purpose of this policy is to assure a safe school environment for students, staff and the public.

II. GENERAL STATEMENT OF POLICY

No student or non-student, including adults and visitors, shall possess, use or distribute a weapon when in a school location except as provided in this policy. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school employee, volunteer, or member of the public who violates this policy.

III. DEFINITIONS

A. "Weapon"

1. A "weapon" means any object, device or instrument designed as a weapon or through its use is capable of threatening or producing bodily harm or which may be used to inflict self-injury including, but not limited to, any firearm, whether loaded or unloaded; air guns; pellet guns; BB guns; all knives; blades; clubs; metal knuckles; nunchucks; throwing stars; explosives; fireworks; mace and other propellants; stun guns; ammunition; poisons; chains; arrows; and objects that have been modified to serve as a weapon.

2. No person shall possess, use or distribute any object, device or instrument having the appearance of a weapon and such objects, devices or instruments shall be treated as weapons including, but not limited to, weapons listed above which are broken or non-functional, look-alike guns; toy guns; and any object that is a facsimile of a real weapon.

3. No person shall use articles designed for other purposes (i.e., lasers or laser pointers, belts, combs, pencils, files, scissors, etc.), to inflict bodily harm and/or intimidate and such use will be treated as the possession and use of a weapon.

B. "School Location" includes any school building or grounds, whether leased, rented, owned or controlled by the school, locations of school activities or trips, bus stops, school buses or school vehicles, school-contracted vehicles, the area of entrance or departure from school premises or events, all locations where school-related functions are conducted, and anywhere students are under the jurisdiction of the school district.

C. "Possession" means having a weapon on one's person or in an area subject to one's control in a school location.

IV. EXCEPTIONS

A. A student who finds a weapon on the way to school or in a school location, or a student who discovers that he or she accidentally has a weapon in his or her possession, and takes the weapon immediately to the principal's office shall not be considered to possess a weapon. If it would be impractical or dangerous to take the weapon to the principal's office, a student shall not be considered to possess a weapon if he or she immediately turns the weapon over to an administrator, teacher or head coach or immediately notifies an administrator, teacher or head coach of the weapon's location.

B. It shall not be a violation of this policy if a non-student (or student where specified) falls within one of the following categories:

1. Active licensed peace officers;

2. Military personnel, or students or non-students participating in military training, who are on duty performing official duties;

3. Persons authorized to carry a pistol under Minn. Stat. § 624.714 while in a motor vehicle or outside of a motor vehicle for the purpose of directly placing a firearm in, or retrieving it from, the trunk or rear area of the vehicle;

4. Persons who keep or store in a motor vehicle pistols in accordance with Minn. Stat. §§ 624.714 or 624.715 or other firearms in accordance with § 97B.045;

   a. Section 624.714 specifies procedures and standards for obtaining pistol permits and penalties for the failure to do so. Section 624.715 defines an exception to the pistol permit requirements for "antique firearms which are carried or possessed as curiosities or for their historical significance or value."

   b. Section 97B.045 generally provides that a firearm may not be transported in a motor vehicle unless it is (1) unloaded and in a gun case without any portion of the firearm exposed; (2) unloaded and in the closed trunk; or (3) a handgun carried in compliance with §§ 624.714 and 624.715.

5. Firearm safety or marksmanship courses or activities for students or non-students conducted on school property;

6. Possession of dangerous weapons, BB guns, or replica firearms by a ceremonial color guard;

7. A gun or knife show held on school property;

8. Possession of dangerous weapons, BB guns, or replica firearms with written permission of the principal or other person having general control and supervision of the school or the director of a child care center; or

9. Persons who are on unimproved property owned or leased by a child care center, school or school district unless the person knows that a student is currently present on the land for a school-related activity.

C. Policy Application to Instructional Equipment/Tools

While the school district does not allow the possession, use, or distribution of weapons by students or non-students, such a position is not meant to interfere with instruction or the use of appropriate equipment and tools by students or non-students. Such equipment and tools, when properly possessed, used, and stored, shall not be considered in violation of the rule against the possession, use, or distribution of weapons. However, when authorized instructional and work equipment and tools are used in a potentially dangerous or threatening manner, such possession and use will be treated as the possession and use of a weapon.

D. Firearms in School Parking Lots and Parking Facilities

1. A school district may not prohibit the lawful carry or possession of firearms in a school parking lot or parking facility. For purposes of this policy, the "lawful" carry or possession of a firearm in a school parking lot or parking facility is specifically limited to non-student permit-holders authorized under Minn. Stat. § 624.714 to carry a pistol in the interior of a vehicle or outside the motor vehicle for the purpose of directly placing a firearm in, or retrieving it from, the trunk or rear area of the vehicle. Any possession or carry of a firearm beyond the immediate vicinity of a permit-holder's vehicle shall constitute a violation of this policy.

2. An employee who is a permit-holder authorized under Minn. Stat. § 624.714 to carry a pistol in the interior of a vehicle or outside the motor vehicle for the purpose of directly placing a firearm in, or retrieving it from, the trunk or rear area of the vehicle must receive written permission from the Superintendent/designee; furthermore, the firearm must have a trigger lock and be stored in a locked container or locked compartment of the vehicle.

V. CONSEQUENCES FOR STUDENT WEAPON POSSESSION/USE/ DISTRIBUTION

A. The school district does not allow the possession, use, or distribution of weapons by students. Consequently, the minimum consequence for students possessing, using, or distributing weapons shall include:

1. Immediate out-of-school suspension;

2. Confiscation of the weapon;

3. Immediate notification of police;

4. Parent or guardian notification; and

5. Recommendation to the Superintendent of dismissal for a period of

time not to exceed one year.

B. Pursuant to Minnesota law, a student who brings a firearm, as defined by federal law, to school will be expelled for at least one year. The school board may modify this requirement on a case-by-case basis.

C. Administrative Discretion

While the school district does not allow the possession, use, or distribution of weapons by students, the Superintendent or designee may use discretion in determining whether, under the circumstances, a course of action other than the minimum consequences specified above is warranted. If so, other appropriate action may be taken, including consideration of a recommendation for lesser discipline.

VI. CONSEQUENCES FOR WEAPON POSSESSION/USE/DISTRIBUTION BY NONSTUDENTS

A. Employees

1. An employee who violates the terms of this policy is subject to disciplinary action, including nonrenewal, suspension, or discharge as deemed appropriate by the school board.

2. Sanctions against employees, including nonrenewal, suspension, or discharge shall be pursuant to and in accordance with applicable statutory authority, collective bargaining agreements, and school district policies.

3. When an employee violates the weapons policy, law enforcement may be notified, as appropriate.

B. Other Non-Students

1. Any member of the public who violates this policy shall be informed of the policy and asked to leave the school location. Depending on the circumstances, the person may be barred from future entry to school locations. In addition, if the person is a student in another school district, that school district may be contacted concerning the policy violation.

2. If appropriate, law enforcement will be notified of the policy violation by the member of the public and may be asked to provide an escort to remove the member of the public from the school location.

Legal References: Minn. Stat. § 97B.045 (Transportation of Firearms)
Minn. Stat. § 121A.05 (Referral to Police)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.44 (Expulsion for Possession of Firearm)
Minn. Stat. § 609.02, Subd. 6 (Definition of Dangerous Weapon)
Minn. Stat. § 609.605 (Trespass)
Minn. Stat. § 609.66 (Dangerous Weapons)

Minn. Stat. § 624.714 (Carrying of Weapons without Permit; Penalties)
Minn. Stat. § 624.715 (Exemptions; Antiques and Ornaments)
18 U.S.C. § 921 (Definition of Firearm)
In re C.R.M. 611 N.W.2d 802 (Minn. 2000)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 525 (Violence Prevention)

First Reading: 2/26/2019
Adopted: **4/23/2019 ISD 709**

501 SCHOOL WEAPONS POLICY

I. PURPOSE

The purpose of this policy is to assure a safe school environment for students, staff and the public. Establishing a weapons free school zone is one element of creating a safe environment. Duluth Public Schools promotes the safe storage of guns in accordance with School Board Resolution for the safe storage of weapons.

II. GENERAL STATEMENT OF POLICY

No student or non-student, including adults and visitors, shall possess, use or distribute a weapon when in a school location except as provided in this policy. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school employee, volunteer, or member of the public who violates this policy.

III. DEFINITIONS

A. "Dangerous Weapon" means any firearm, whether loaded or unloaded, or any device designed as a weapon and capable of producing death or great bodily harm, any combustible or flammable liquid or other device or instrumentality that, in the manner it is used or intended to be used, is calculated or likely to produce death or great bodily harm, or any fire that is used to produce death or great bodily harm. As used in this definition, "flammable liquid" means any liquid having a flash point below 100 degrees Fahrenheit and having a vapor pressure not exceeding 40 pounds per square inch (absolute) at 100 degrees Fahrenheit but does not include intoxicating liquor. As used in this subdivision, "combustible liquid" is a liquid having a flash point at or above 100 degrees Fahrenheit.

B. "Possession" means having a weapon on one's person or in an area subject to one's control in a school location.

C. "School Location" includes any school building or grounds, whether leased, rented, owned or controlled by the school, locations of school activities or trips, bus stops, school buses or school vehicles, school-contracted vehicles, the area of entrance or departure from school premises or events, all locations where school-related functions are conducted, and anywhere students are under the jurisdiction of the school district.

D. "Weapon"

1. A "weapon" means any object, device or instrument designed as a weapon or through its use is capable of threatening or producing bodily harm or which may be used to inflict self-injury including, but not limited to, any firearm, whether loaded or unloaded; air guns; pellet guns; BB guns; all knives; blades; clubs; metal knuckles; nunchucks; throwing stars; explosives; fireworks; mace and other propellants; stun guns; ammunition; poisons; chains; arrows; and objects that have been modified to serve as a weapon.

2. No person shall possess, use or distribute any object, device or instrument having the appearance of a weapon and such objects, devices or instruments shall be treated as weapons including, but not limited to, weapons listed above which are broken or non-functional, look-alike guns; toy guns; and any object that is a facsimile of a real weapon.

3. No person shall use articles designed for other purposes (i.e., lasers or laser pointers, belts, combs, pencils, files, scissors, etc.), to inflict bodily harm and/or intimidate and such use will be treated as the possession and use of a weapon.

IV. EXCEPTIONS

A. A student who finds a weapon on the way to school or in a school location, or a student who discovers that he or she accidentally has a weapon in his or her possession, and takes the weapon immediately to the principal's office shall not be considered to possess a weapon. If it would be impractical or dangerous to take the weapon to the principal's office, a student shall not be considered to possess a weapon if he or she immediately turns the weapon over to an administrator, teacher or head coach or immediately notifies an administrator, teacher or head coach of the weapon's location.

B. It shall not be a violation of this policy if a non-student (or student where specified) falls within one of the following categories:

1. Active licensed peace officers;

2. Military personnel, or students or non-students participating in military training, who are on duty performing official duties;

3. Persons authorized to carry a pistol under Minnesota Statute section 624.714 while in a motor vehicle or outside of a motor vehicle for the purpose of directly placing a firearm in, or retrieving it from, the trunk or rear area of the vehicle;

4. Persons who keep or store in a motor vehicle pistols in accordance with Minnesota Statute section 624.714 or 624.715 or other firearms in accordance with Minnesota Statute section 97B.045;

   a. Section 624.714 specifies procedures and standards for obtaining pistol permits and penalties for the failure to do so. Section 624.715 defines an exception to the pistol permit requirements for "antique firearms which are carried or possessed as curiosities or for their historical significance or value."

   b. Section 97B.045 generally provides that a firearm may not be transported in a motor vehicle unless it is (1) unloaded and in a gun case without any portion of the firearm exposed; (2) unloaded and in the closed trunk; or (3) a handgun carried in compliance with sections 624.714 and 624.715.

5. Possession of dangerous weapons, BB guns, or replica firearms by a ceremonial color guard;

A. <u>Policy Application to Instructional Equipment/Tools</u>

While the school district does not allow the possession, use, or distribution of weapons by students or non-students, such a position is not meant to interfere with instruction or the use of appropriate equipment and tools by students or non-students. Such equipment and tools, when properly possessed, used, and stored, shall not be considered in violation of the rule against the possession, use, or distribution of weapons. However, when authorized instructional and work equipment and tools are used in a potentially dangerous or threatening manner, such possession and use will be treated as the possession and use of a weapon.

D. <u>Firearms in School Parking Lots and Parking Facilities</u>

1. A school district may not prohibit the lawful carry or possession of firearms in a school parking lot or parking facility. For purposes of this policy, the "lawful" carry or possession of a firearm in a school parking lot or parking facility is specifically limited to non-student permit-holders authorized under Minnesota Statute section 624.714 to carry a pistol in the interior of a vehicle or outside the motor vehicle for the purpose of directly placing a firearm in, or retrieving it from, the trunk or rear area of the vehicle. Any possession or carry of a firearm beyond the immediate vicinity of a permit-holder's vehicle shall constitute a violation of this policy.

2. An employee who is a permit-holder authorized under Minnesota Statute 624.714 to carry a pistol in the interior of a vehicle or outside the motor vehicle for the purpose of directly placing a firearm in, or retrieving it from, the trunk or rear area of the vehicle must receive written permission from the Superintendent/designee; furthermore, the firearm must have a trigger lock and be stored in a locked container or locked compartment of the vehicle.

V. CONSEQUENCES FOR STUDENT WEAPON POSSESSION/USE/ DISTRIBUTION

A. The school district does not allow the possession, use, or distribution of weapons by students. Consequently, the minimum consequence for students willfully possessing, using, or distributing weapons shall include:

1. Immediate out-of-school suspension;

2. Confiscation of the weapon;

3. Immediate notification of police;

4. Parent or guardian notification; and

5. Recommendation to the Superintendent of dismissal for a period of time not to exceed one year.

B. Pursuant to Minnesota law, a student who brings a firearm, as defined by federal law, to school will be expelled for at least one year. The school board may modify this requirement on a case-by-case basis.

C. The building principal shall, as soon as practicable, refer to the criminal justice or juvenile delinquency system, as appropriate, a student who brings a firearm to school unlawfully.

D. Administrative Discretion

While the school district does not allow the possession, use, or distribution of weapons by students, the Superintendent or designee may use discretion in determining whether, under the circumstances, a course of action other than the minimum consequences specified above is warranted. If so, other appropriate action may be taken, including consideration of a recommendation for lesser discipline.

VI. CONSEQUENCES FOR WEAPON POSSESSION/USE/DISTRIBUTION BY NONSTUDENTS

A. Employees

1. An employee who violates the terms of this policy is subject to disciplinary action, including nonrenewal, suspension, or discharge as deemed appropriate

by the school board.

2. Sanctions against employees, including nonrenewal, suspension, or discharge shall be pursuant to and in accordance with applicable statutory authority, collective bargaining agreements, and school district policies.

3. When an employee violates the weapons policy, law enforcement may be notified, as appropriate.

B. Other Non-Students

1. Any member of the public who violates this policy shall be informed of the policy and asked to leave the school location. Depending on the circumstances, the person may be barred from future entry to school locations. In addition, if the person is a student in another school district, that school district may be contacted concerning the policy violation.

2. If appropriate, law enforcement will be notified of the policy violation by the member of the public and may be asked to provide an escort to remove the member of the public from the school location.

VII. REPORTS OF DANGEROUS WEAPON AND ACTIVE SHOOTER INCIDENTS IN SCHOOL ZONES

A. The school district must electronically report to the Commissioner of the Minnesota Department of Education ("Commissioner") incidents involving the use or possession of a dangerous weapon in school zones, as required under Minnesota Statutes section 121A.06.

B. The school district must electronically file an after-action review report for active shooter incidents and active shooter threats to the Minnesota Fusion Center as required under Minnesota Statutes, section 121A.06.

1. "Active shooter incident" means an event involving an armed individual or individuals on campus or an armed assailant in the immediate vicinity of the school.

2. "Active shooter threat" means a real or perceived threat that an active shooter incident will occur.

Legal References: Minn. Stat. § 97B.045 (Transporting Firearms)
Minn. Stat. § 121A.05 (Policy to Refer Firearms Possessor)
Minn. Stat. § 121A.06 (Reports of Dangerous Weapon Incidents in School Zones)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.44 (Expulsion for Possession of Firearm)
Minn. Stat. § 152.01, subd. 14(a) (Definition of a School Zone)
Minn. Stat. § 609.02, Subd. 6 (Definition of Dangerous Weapon)
Minn. Stat. § 609.605 (Trespass)
Minn. Stat. § 609.66 (Dangerous Weapons)
Minn. Stat. § 624.714 (Carrying of Weapons without Permit; Penalties)
Minn. Stat. § 624.715 (Exemptions; Antiques and Ornaments)
18 U.S.C. § 921 (Definition of Firearm)
In re C.R.M. 611 N.W.2d 802 (Minn. 2000)
In re A.D., 883 N.W.2d 251 (Minn. 2016)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School

District Employees)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 525 (Violence Prevention)
MSBA/MASA Model Policy 903 (Visitors to School District Buildings and Sites)
MSBA/MASA Model Policy 902 (Use of School District Facilities and Equipment)

First Reading:	2/26/2019
Adopted:	4/23/2019
First Reading:	6/10/2025
Second Reading:	9/11/2025
Adopted:	

806 CRISIS MANAGEMENT POLICY

I. PURPOSE

The purpose of this Crisis Management Policy is to act as a guide for school district and site administrators, school employees, students, school board members, and community members to address a wide range of potential crisis situations in the school district. The step-by-step procedures suggested by this Policy will provide guidance to each school site in drafting crisis management plans to coordinate protective actions prior to, during, and after any type of emergency or potential crisis situation. Each school district should develop tailored site specific crisis management plans for each school site in the school district, and sections or procedures may be added or deleted in those crisis management plans based on site needs.

The school district will engage in ongoing emergency planning within the school district and with emergency responders and other relevant community organizations. The school district will ensure that relevant emergency responders in the community have access to their site specific crisis management plans and will provide training to school district staff to enable them to act appropriately in the event of a crisis.

II. GENERAL INFORMATION

A. The Policy and Plans

The school district's Crisis Management Policy and the District Emergency Operations Plan (EOP) have been created in consultation with local community response agencies and other appropriate individuals and groups that would likely be involved in the event of a school emergency. It is designed so that each site administrator can tailor a site specific crisis management plan to meet that site's specific situation and needs.

The school district's administration and/or the administration of each site shall present tailored site specific crisis management plans to the District Emergency Operations Committee (EOC) for review and approval. The site specific crisis management plans will include crisis-specific procedures. Upon approval by the EOC, such crisis management plans shall be an addendum to the District Emergency Operations Procedure Manual (EOP). This EOP and the site specific plans will be maintained and updated on an annual basis.

B. District Crisis Management Policy

1. General Crisis Procedures. The Crisis Management Policy includes general crisis procedures for securing buildings, classroom evacuation, building evacuation, campus evacuation, and sheltering. The Policy designates the individual(s) who will determine when these actions will be taken. These district-wide procedures may be modified by site administrators when creating their site specific crisis management plans. A communication system will be in place to enable the designated individual to be contacted at all times in the event of a potential crisis, setting forth the method to contact the designated individual, the provision of at least two designees when the contact person is unavailable, and the method to convey contact information to the appropriate staff persons. The alternative designees may include members of the Site Emergency Operations Committee. A secondary method of communication should be included in the plan for use when the primary method of communication is inoperable. Each site in the school district will have access to a copy of the Emergency Operations Plan (EOP) to assist in the development of building-specific crisis management plans.

   All general crisis procedures will address specific procedures for the safe evacuation of children and employees with special needs such as physical, sensory, motor, developmental, and mental health challenges.

2. Crisis-Specific Procedures.

The Crisis Management Policy includes crisis-specific procedures for crisis situations that may occur during the school day or at school-sponsored events and functions. These district-wide procedures are designed to enable building administrators to tailor response procedures when creating building-specific crisis management plans.

Note: The Emergency Operations Plan can be found on the district staff website at https://www.isd709.org/staff/emergency-planning-management

3. School Emergency Response Teams

a. Composition. The administrator at each site will select a school emergency response team (Site Emergency Operations Committee or EOC) that will be trained to respond to emergency situations. All Site EOC members will receive ongoing training to carry out the District EOP and Site Specific EOP and will have knowledge of procedures, evacuation routes, and safe areas. For purposes of student safety and accountability Site EOC members will not have direct responsibility for the supervision of students. Team members must be willing to be actively involved in the resolution of crises and be available to assist in any crisis situation as deemed necessary by the site administrator. Each site will maintain a current list of Site EOC members which will be updated annually. The site administrator, and alternative designees, will know the location of that list in the event of a school emergency. A copy of the list will be kept on file in the school district office.

[Note: The Emergency Operations Plan has a sample Site Emergency Operations Committee list.]

b. Leaders. The site administrator or designee will serve as the leader of the Site EOC and will be the primary contact for emergency response officials. When emergency response officials are present, they may elect to take command and control of the crisis. It is critical in this situation that school officials assume a resource role and be available as necessary to emergency response officials.

III. PREPARATION BEFORE AN EMERGENCY

A. Communication

1. District Employees. Teachers generally have the most direct contact with students on a day-to-day basis. As a result, they must be aware of their role in responding to crisis situations. This also applies to non-teaching school personnel who have direct contact with students. All staff shall be aware of the school district's EOP and their own Site EOP. Each school's Site EOP shall include the method and dates of dissemination of the plan to its staff. Employees will receive a copy of the relevant Site EOP and shall receive periodic training on plan implementation.

2. Students and Families The District's EOP shall set forth how students and families are made aware of the district's Emergency Procedures. Students shall receive specific instruction on plan implementation and shall participate in a required number of drills and practice sessions throughout the school year.

B. Training and Preparation for Emergencies

The Emergency Operations Plan includes training procedures and requirements for students and staff.

1. The Emergency Operations Plan includes training procedures and requirements for students and staff.

2. Required safety drills will be coordinated and documented at each site by the site facilities staff and school administrator.

C. Facility Diagrams and Site Plans

All school sites will have a facility diagram and site plan that includes the location of primary and secondary evacuation routes, exits, designated safe areas inside and outside of the building, and the location of fire alarm control panel, fire alarms, fire extinguishers, hoses, water spigots, and utility shut offs. All facility diagrams and site plans will be updated regularly and whenever a major change is made to a site. Facility diagrams and site plans will be maintained by the site administrator and will be easily accessible and on file in the school district office. Facility diagrams and site plans will be provided to first responders, such as fire and law enforcement personnel.

D. Emergency Telephone Numbers

Each site will maintain a current list of emergency telephone numbers and the names and addresses of local, county, and state personnel who may be involved in a crisis situation. The list will include telephone numbers for local police, fire, ambulance, hospital, the Poison Control Center, county and state emergency management agencies, local public works departments, local utility companies, the public health nurse, mental health/suicide hotlines, and the county welfare agency. A copy of this list will be kept on file in the Site Specific EOP, and updated annually.

School district employees will receive training on how to make emergency contacts, including 911 calls, when the school district's main telephone number and location is electronically conveyed to emergency personnel instead of the specific site in need of emergency services.

School district plans will set forth a process to internally communicate an emergency to rapidly convey emergency information to multiple site designees. Each plan will identify multiple methods of communication for both internal and district wide use.

E. Warning and Notification Systems

The school district shall maintain a warning system designed to inform students, staff, and visitors of a crisis or emergency. This system shall be maintained on a regular basis under the maintenance plan for all school sites. The school district should consider an alternate notification system to address the needs of staff and students with special needs, such as vision or hearing, and to plan for the needs of areas where a public address system may not be heard clearly.

F. Early School Closure Procedures

The Superintendent or designee will make decisions about closing school or sites as early in the day as possible. The early school closure procedures will set forth the criteria for early school closure (e.g., weather-related, utility failure, or a crisis situation), will specify how closure decisions will be communicated to staff, students,

families, and the school community (designated broadcast media, local authorities, e-mail, or district or school site web sites), and will discuss the factors to be considered in closing and reopening a school or site.

Early school closure procedures also will include a reminder to parents and guardians to listen to designated local radio and TV stations for school closing announcements, where possible.

G. Media Procedures

The superintendent or designee has the authority and discretion to notify parents or guardians and the school community in the event of a crisis or early school closure. The superintendent or designee will designate a spokesperson who will notify the media in the event of a crisis or early school closure. The spokesperson shall receive training to ensure that the district is in strict compliance with federal and state law relative to the release of private data when conveying information to the media.

H. District and School Mental Health Recovery Teams

The District and/or School Mental Health Recovery Team procedures will set forth the procedure for initiating Crisis Response Recovery Plans. The procedures will utilize available resources including the social workers, counselors, community crisis recovery teams, or others in the community. The District and/or School Mental Health Recovery Team procedures will be used whenever the Superintendent or the site administrator determines it to be necessary, such as after an assault, a hostage situation, shooting, or death by suicide.

IV. ACTIVE SHOOTER DRILL

Duluth Public Schools does not perform Active Shooter Simulations. We conduct lockdown drills, referred to below and by state statute as "active shooter drills". The district would follow state statute if active shooter simulations were ever used.

A. Definitions

1. "Active shooter drill," called a Lockdown Drill in Duluth Public Schools, means an emergency preparedness drill designed to teach students, teachers, school personnel, and staff how to respond in the event of an armed intruder on campus or an armed assailant in the immediate vicinity of the school. An active shooter drill is not an active shooter simulation, nor may an active shooter drill include any sensorial components, activities, or elements which mimic a real life shooting.

2. "Active shooter simulation" means an emergency exercise including full-scale or functional exercises, designed to teach adult school personnel and staff how to respond in the event of an armed intruder on campus or an armed assailant in the immediate vicinity of the school which also incorporates sensorial components, activities, or elements mimicking a real life shooting. Activities or elements mimicking a real life shooting include, but are not limited to, simulation of tactical response by law enforcement. An active shooter simulation is not an active shooter or lockdown drill.

3. "Evidence-based" means a program or practice that demonstrates any of the

following:

a. a statistically significant effect on relevant outcomes based on any of the following:

i. strong evidence from one or more well designed and well implemented experimental studies;

ii. moderate evidence from one or more well designed and well implemented quasi-experimental studies; or

iii. promising evidence from one or more well designed and well implemented correlational studies with statistical controls for selection bias; or

b. a rationale based on high-quality research findings or positive evaluations that the program or practice is likely to improve relevant outcomes, including the ongoing efforts to examine the effects of the program or practice.

4. "Full-scale exercise" means an operations-based exercise that is typically the most complex and resource-intensive of the exercise types and often involves multiple agencies, jurisdictions, organizations, and real-time movement of resources.

5. "Functional exercises" means an operations-based exercise designed to assess and evaluate capabilities and functions while in a realistic, real-time environment, however, movement of resources is usually simulated.

B. Criteria

An active shooter drill conducted according to Minnesota Statutes, section 121A.037 with students in early childhood through grade 12 must be:

1. accessible;

2. developmentally appropriate and age appropriate, including using appropriate safety language and vocabulary;

3. culturally aware;

4. trauma-informed; and

5. inclusive of accommodations for students with mobility restrictions, sensory needs, developmental or physical disabilities, mental health needs, and auditory or visual limitations.

C. Student Mental Health and Wellness

Active shooter drill protocols must include a reasonable amount of time immediately following the drill for teachers to debrief with their students. The opportunity to debrief must be provided to students before regular classroom activity may resume. During the debrief period, students must be allowed to access any mental health services available on campus, including counselors, school psychologists, social workers, or cultural liaisons.

Note: Duluth Public Schools does not conduct Active Shooter simulations.

D. Notice

1. The school district must provide notice of a pending active shooter drill to every student's parent or legal guardian before an active shooter drill is conducted. Whenever practicable, notice must be provided at least 24 hours in advance of a pending active shooter drill and inform the parent or legal guardian of the right to opt their student out of participating. Each site will publish tentative drill dates at the beginning of the school year. These tentative dates may be shared via school newsletter and will also appear on the calendar on the school website.

2. If a student is opted out of participating in an active shooter drill, no negative consequence must impact the student's general school attendance record nor may nonparticipation alone make a student ineligible to participate in or attend school activities.

3. The Commissioner of the Minnesota Department of Education must ensure the availability of alternative safety education for students who are opted out of participating or otherwise exempted from an active shooter drill. Alternative safety education must provide essential safety instruction through less sensorial safety training methods and must be appropriate for students with mobility restrictions, sensory needs, developmental or physical disabilities, mental health needs, and auditory or visual limitations. If a parent or guardian chooses to opt their child out of active shooter drills (lockdown drills) the parent or guardian will be required to meet with administration to discuss the importance of the drills and how drills are being conducted in an age appropriate, trauma informed manner. If the parent or guardian still chooses opt out as their preference, the student then will go through the information with a principal, social worker, counselor, case manager, or other appropriate staff member. Other alternative education opportunities may be presented to teach the skill without using a drill format.

E. Participation in Active Shooter Drills

Any student in early childhood through grade 12 must not be required to participate in an active shooter drill that does not meet the Criteria set forth above. If a parent or guardian has chosen to opt their child out of drills, at the meeting with administration the team will determine what the child will do while the school is conducting a drill. Options include allowing the student to sit in an office or conference room during a drill, keeping the student out of school during a drill, or other alternatives as determined by the parent or guardian and administrator.

F. Active Shooter Simulations

Duluth Public Schools will not conduct Active Shooter Simulations.

G. Violence Prevention

1. A school district or charter school conducting an active shooter drill must provide students in middle school and high school at least one hour, or one standard class period, of violence prevention training annually.

2. The violence prevention training must be evidence-based and may be delivered in-person, virtually, or digitally. Training must, at a minimum, teach students the following:

a. how to identify observable warning signs and signals of an individual who may be at risk of harming oneself or others;

b. the importance of taking threats seriously and seeking help; and

c. the steps to report dangerous, violent, threatening, harmful, or potentially harmful activity, including providing information about the Department of Public Safety's statewide anonymous threat reporting system and any local threat reporting systems.

3. A school district or charter school must ensure that students have the opportunity to contribute to their school's safety and violence prevention planning, aligned with the recommendations for multihazard planning for schools, including but not limited to:

a. student opportunities for leadership related to prevention and safety;

b. encouragement and support to students in establishing clubs and programs focused on safety; and

c. providing students with the opportunity to seek help from adults and to learn about prevention connected to topics including bullying, sexual harassment, sexual assault, and suicide.

H. Board Meeting

At a regularly scheduled school board meeting, a school board of a district that has conducted an active shooter drill must consider the following:

1. the effect of active shooter drills on the safety of students and staff; and

2. the effect of active shooter drills on the mental health and wellness of students and staff.

VI. MISCELLANEOUS PROCEDURES

A. Chemical Accidents

Procedures for reporting chemical accidents shall be posted at key locations such as chemistry labs, art rooms, swimming pool areas, and janitorial closets.

Note: Additional specific procedures can be found in the Emergency Operations Plan located on the district staff website at https://www.isd709.org/staff/emergency-planning-management

B. Visitors

The school district shall implement procedures mandating visitor sign in and visitors in school sites.

The school district shall implement procedures to minimize outside entry into school sites except at designated check-in points and assure that all doors are locked prior to and after regular site hours.

C. Student Victims of Criminal Offenses at or on School Property

The school district shall establish procedures allowing student victims of criminal

offenses on school property the opportunity to transfer to another school within the school district.

Legal References:
Minn. Stat. Ch. 12 (Emergency Management)
Minn. Stat. Ch. 12A (Natural Disaster; State Assistance)
Minn. Stat. § 121A.035 (Crisis Management Policy)
Minn. Stat. § 121A.038 (Students Safe at School)
Minn. Stat. § 121A.06 (Reports of Dangerous Weapon Incidents in School Zones)
Minn. Stat. § 299F.30 (Fire Drill in School; Doors and Exits)
Minn. Stat. § 326B.02, Subd. 6 (Powers)
Minn. Stat. § 326B.106 (General Powers of Commissioner of Labor and Industry)
Minn. Stat. § 609.605, Subd. 4 (Trespasses)
Minn. Rules Ch. 7511 (Fire Code)
20 U.S.C. § 1681, *et seq.* (Title IX)
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)
20 U.S.C. § 7912 (Unsafe School Choice Option)
42 U.S.C. § 5121 *et seq.* (Disaster Relief and Emergency Assistance)

Cross References:
MSBA/MASA Model Policy 407 (Employee Right to Know – Exposure to Hazardous Substances)
ISD 709 Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 501 (School Weapons Policy)
MSBA/MASA Model Policy 506 (Student Discipline)
ISD 709 Policy 532 (Use of Peace Officers and Crisis Teams to Remove Students with IEPs from School Grounds)
MSBA/MASA Model Policy 903 (Visitors to School District Buildings and Sites)
Comprehensive School Safety Guide
Minnesota School Safety Center - Resources (mn.gov)
ISD 709 Emergency Operations Plan
ISD 709 Emergency Site Specific Operations Plan

Resources:
I Love U Guys Foundation, *Standard Response Protocol*
https://iloveuguys.org/The-Standard-Response-Protocol.html (012325)

National Association of School Psychologists
PREPaRE Model

Replacing: Policy 5123, 4040, 4040R
First Reading: 1/22/2019
Adopted: 2/26/2019
First Reading: 1/14/2025
Second Reading: 2/11/2025
Adopted: 2/25/2025
Reviewed: 9/11/2025

806 CRISIS MANAGEMENT POLICY

I. PURPOSE

The purpose of this Crisis Management Policy is to act as a guide for school district and site administrators, school employees, students, school board members, and community members to address a wide range of potential crisis situations in the school district. The step-by-step procedures suggested by this Policy will provide guidance to each school site in drafting crisis management plans to coordinate protective actions prior to, during, and after any type of emergency or potential crisis situation. Each school district should develop tailored site specific crisis management plans for each school site in the school district, and sections or procedures may be added or deleted in those crisis management plans based on site needs.

The school district will engage in ongoing emergency planning within the school district and with emergency responders and other relevant community organizations. The school district will ensure that relevant emergency responders in the community have access to their site specific crisis management plans and will provide training to school district staff to enable them to act appropriately in the event of a crisis.

II. GENERAL INFORMATION

A. The Policy and Plans

The school district's Crisis Management Policy and the District Emergency Operations Plan (EOP) have been created in consultation with local community response agencies and other appropriate individuals and groups that would likely be involved in the event of a school emergency. It is designed so that each site administrator can tailor a site specific crisis management plan to meet that site's specific situation and needs.

The school district's administration and/or the administration of each site shall present tailored site specific crisis management plans to the District Emergency Operations Committee (EOC) for review and approval. The site specific crisis management plans will include crisis-specific procedures. Upon approval by the EOC, such crisis management plans shall be an addendum to the District Emergency Operations Procedure Manual (EOP). This EOP and the site specific plans will be maintained and updated on an annual basis.

B. District Crisis Management Policy

1. General Crisis Procedures. The Crisis Management Policy includes general crisis procedures for securing buildings, classroom evacuation, building evacuation, campus evacuation, and sheltering. The Policy designates the individual(s) who will determine when these actions will be taken. These district-wide procedures may be modified by site administrators when creating their site specific crisis management plans. A communication system will be in place to enable the designated individual to be contacted at all times in the event of a potential crisis, setting forth the method to contact the designated individual, the provision of at least two designees when the contact person is unavailable, and the method to convey contact information to the appropriate staff persons. The alternative designees may include members of the Site Emergency Operations Committee. A secondary method of communication should be included in the plan for use when the primary method of communication is inoperable. Each site in the school district will have access to a copy of the Emergency Operations Plan (EOP) to assist in the development of building-specific crisis management plans.

   All general crisis procedures will address specific procedures for the safe evacuation of children and employees with special needs such as physical,

sensory, motor, developmental, and mental health challenges.

2. Crisis-Specific Procedures.

The Crisis Management Policy includes crisis-specific procedures for crisis situations that may occur during the school day or at school-sponsored events and functions. These district-wide procedures are designed to enable building administrators to tailor response procedures when creating building-specific crisis management plans.

Note: The Emergency Operations Plan can be found on the district staff website at https://www.isd709.org/staff/emergency-planning-management

3. School Emergency Response Teams

a. Composition. The administrator at each site will select a school emergency response team (Site Emergency Operations Committee or EOC) that will be trained to respond to emergency situations. All Site EOC members will receive ongoing training to carry out the District EOP and Site Specific EOP and will have knowledge of procedures, evacuation routes, and safe areas. For purposes of student safety and accountability Site EOC members will not have direct responsibility for the supervision of students. Team members must be willing to be actively involved in the resolution of crises and be available to assist in any crisis situation as deemed necessary by the site administrator. Each site will maintain a current list of Site EOC members which will be updated annually. The site administrator, and alternative designees, will know the location of that list in the event of a school emergency. A copy of the list will be kept on file in the school district office.

[Note: The Emergency Operations Plan has a sample Site Emergency Operations Committee list.]

b. Leaders. The site administrator or designee will serve as the leader of the Site EOC and will be the primary contact for emergency response officials. When emergency response officials are present, they may elect to take command and control of the crisis. It is critical in this situation that school officials assume a resource role and be available as necessary to emergency response officials.

III. PREPARATION BEFORE AN EMERGENCY

A. Communication

1. District Employees. Teachers generally have the most direct contact with students on a day-to-day basis. As a result, they must be aware of their role in responding to crisis situations. This also applies to non-teaching school personnel who have direct contact with students. All staff shall be aware of the school district's EOP and their own Site EOP. Each school's Site EOP shall include the method and dates of dissemination of the plan to its staff. Employees will receive a copy of the relevant Site EOP and shall receive periodic training on plan implementation.

2. Students and Families The District's EOP shall set forth how students and families are made aware of the district's Emergency Procedures. Students shall receive specific instruction on plan implementation and shall participate in a

required number of drills and practice sessions throughout the school year.

B. Training and Preparation for Emergencies

The Emergency Operations Plan includes training procedures and requirements for students and staff.

1. The Emergency Operations Plan includes training procedures and requirements for students and staff.

2. Required safety drills will be coordinated and documented at each site by the site facilities staff and school administrator.

C. Facility Diagrams and Site Plans

All school sites will have a facility diagram and site plan that includes the location of primary and secondary evacuation routes, exits, designated safe areas inside and outside of the building, and the location of fire alarm control panel, fire alarms, fire extinguishers, hoses, water spigots, and utility shut offs. All facility diagrams and site plans will be updated regularly and whenever a major change is made to a site. Facility diagrams and site plans will be maintained by the site administrator and will be easily accessible and on file in the school district office. Facility diagrams and site plans will be provided to first responders, such as fire and law enforcement personnel.

D. Emergency Telephone Numbers

Each site will maintain a current list of emergency telephone numbers and the names and addresses of local, county, and state personnel who may be involved in a crisis situation. The list will include telephone numbers for local police, fire, ambulance, hospital, the Poison Control Center, county and state emergency management agencies, local public works departments, local utility companies, the public health nurse, mental health/suicide hotlines, and the county welfare agency. A copy of this list will be kept on file in the Site Specific EOP, and updated annually.

School district employees will receive training on how to make emergency contacts, including 911 calls, when the school district's main telephone number and location is electronically conveyed to emergency personnel instead of the specific site in need of emergency services.

School district plans will set forth a process to internally communicate an emergency to rapidly convey emergency information to multiple site designees. Each plan will identify multiple methods of communication for both internal and district wide use.

E. Warning and Notification Systems

The school district shall maintain a warning system designed to inform students, staff, and visitors of a crisis or emergency. This system shall be maintained on a regular basis under the maintenance plan for all school sites. The school district should consider an alternate notification system to address the needs of staff and students with special needs, such as vision or hearing, and to plan for the needs of areas where a public address system may not be heard clearly.

F. Early School Closure Procedures

The Superintendent or designee will make decisions about closing school or sites as early in the day as possible. The early school closure procedures will set forth the

criteria for early school closure (e.g., weather-related, utility failure, or a crisis situation), will specify how closure decisions will be communicated to staff, students, families, and the school community (designated broadcast media, local authorities, e-mail, or district or school site web sites), and will discuss the factors to be considered in closing and reopening a school or site.

Early school closure procedures also will include a reminder to parents and guardians to listen to designated local radio and TV stations for school closing announcements, where possible.

G. Media Procedures

The superintendent or designee has the authority and discretion to notify parents or guardians and the school community in the event of a crisis or early school closure. The superintendent or designee will designate a spokesperson who will notify the media in the event of a crisis or early school closure. The spokesperson shall receive training to ensure that the district is in strict compliance with federal and state law relative to the release of private data when conveying information to the media.

H. District and School Mental Health Recovery Teams

The District and/or School Mental Health Recovery Team procedures will set forth the procedure for initiating Crisis Response Recovery Plans. The procedures will utilize available resources including the social workers, counselors, community crisis recovery teams, or others in the community. The District and/or School Mental Health Recovery Team procedures will be used whenever the Superintendent or the site administrator determines it to be necessary, such as after an assault, a hostage situation, shooting, or death by suicide.

IV. ACTIVE SHOOTER DRILL

Duluth Public Schools does not perform Active Shooter Simulations. We conduct lockdown drills, referred to below and by state statute as "active shooter drills". The district would follow state statute if active shooter simulations were ever used.

A. Definitions

1. "Active shooter drill," called a Lockdown Drill in Duluth Public Schools, means an emergency preparedness drill designed to teach students, teachers, school personnel, and staff how to respond in the event of an armed intruder on campus or an armed assailant in the immediate vicinity of the school. An active shooter drill is not an active shooter simulation, nor may an active shooter drill include any sensorial components, activities, or elements which mimic a real life shooting.

2. "Active shooter simulation" means an emergency exercise including full-scale or functional exercises, designed to teach adult school personnel and staff how to respond in the event of an armed intruder on campus or an armed assailant in the immediate vicinity of the school which also incorporates sensorial components, activities, or elements mimicking a real life shooting. Activities or elements mimicking a real life shooting include, but are not limited to, simulation of tactical response by law enforcement. An active shooter simulation is not an active shooter or lockdown drill.

3. "Evidence-based" means a program or practice that demonstrates any of the following:

   a. a statistically significant effect on relevant outcomes based on any of the following:

      i. strong evidence from one or more well designed and well implemented experimental studies;

      ii. moderate evidence from one or more well designed and well implemented quasi-experimental studies; or

      iii. promising evidence from one or more well designed and well implemented correlational studies with statistical controls for selection bias; or

   b. a rationale based on high-quality research findings or positive evaluations that the program or practice is likely to improve relevant outcomes, including the ongoing efforts to examine the effects of the program or practice.

4. "Full-scale exercise" means an operations-based exercise that is typically the most complex and resource-intensive of the exercise types and often involves multiple agencies, jurisdictions, organizations, and real-time movement of resources.

5. "Functional exercises" means an operations-based exercise designed to assess and evaluate capabilities and functions while in a realistic, real-time environment, however, movement of resources is usually simulated.

B. Criteria

An active shooter drill conducted according to Minnesota Statutes, section 121A.037 with students in early childhood through grade 12 must be:

1. accessible;

2. developmentally appropriate and age appropriate, including using appropriate safety language and vocabulary;

3. culturally aware;

4. trauma-informed; and

5. inclusive of accommodations for students with mobility restrictions, sensory needs, developmental or physical disabilities, mental health needs, and auditory or visual limitations.

C. Student Mental Health and Wellness

Active shooter drill protocols must include a reasonable amount of time immediately following the drill for teachers to debrief with their students. The opportunity to debrief must be provided

to students before regular classroom activity may resume. During the debrief period, students must be allowed to access any mental health services available on campus, including counselors, school psychologists, social workers, or cultural liaisons.

Note: Duluth Public Schools does not conduct Active Shooter simulations.

D. Notice

1. The school district must provide notice of a pending active shooter drill to every student's parent or legal guardian before an active shooter drill is conducted. Whenever practicable, notice must be provided at least 24 hours in advance of a pending active shooter drill and inform the parent or legal guardian of the right to opt their student out of participating. Each site will publish tentative drill dates at the beginning of the school year. These tentative dates may be shared via school newsletter and will also appear on the calendar on the school website.

2. If a student is opted out of participating in an active shooter drill, no negative consequence must impact the student's general school attendance record nor may nonparticipation alone make a student ineligible to participate in or attend school activities.

3. The Commissioner of the Minnesota Department of Education must ensure the availability of alternative safety education for students who are opted out of participating or otherwise exempted from an active shooter drill. Alternative safety education must provide essential safety instruction through less sensorial safety training methods and must be appropriate for students with mobility restrictions, sensory needs, developmental or physical disabilities, mental health needs, and auditory or visual limitations. If a parent or guardian chooses to opt their child out of active shooter drills (lockdown drills) the parent or guardian will be required to meet with administration to discuss the importance of the drills and how drills are being conducted in an age appropriate, trauma informed manner. If the parent or guardian still chooses opt out as their preference, the student then will go through the information with a principal, social worker, counselor, case manager, or other appropriate staff member. Other alternative education opportunities may be presented to teach the skill without using a drill format.

E. Participation in Active Shooter Drills

Any student in early childhood through grade 12 must not be required to participate in an active shooter drill that does not meet the Criteria set forth above. If a parent or guardian has chosen to opt their child out of drills, at the meeting with administration the team will determine what the child will do while the school is conducting a drill. Options include allowing the student to sit in an office or conference room during a drill, keeping the student out of school during a drill, or other alternatives as determined by the parent or guardian and administrator.

F. Active Shooter Simulations

Duluth Public Schools will not conduct Active Shooter Simulations.

G. Violence Prevention

1. A school district or charter school conducting an active shooter drill must provide students in middle school and high school at least one hour, or one standard class

period, of violence prevention training annually.

2. The violence prevention training must be evidence-based and may be delivered in-person, virtually, or digitally. Training must, at a minimum, teach students the following:

   a. how to identify observable warning signs and signals of an individual who may be at risk of harming oneself or others;

   b. the importance of taking threats seriously and seeking help; and

   c. the steps to report dangerous, violent, threatening, harmful, or potentially harmful activity, including providing information about the Department of Public Safety's statewide anonymous threat reporting system and any local threat reporting systems.

   [NOTE: The Minnesota legislature enacted the addition to 2.c in 2025 (Session Law Chapter 35).]

3. A school district or charter school must ensure that students have the opportunity to contribute to their school's safety and violence prevention planning, aligned with the recommendations for multihazard planning for schools, including but not limited to:

   a. student opportunities for leadership related to prevention and safety;

   b. encouragement and support to students in establishing clubs and programs focused on safety; and

   c. providing students with the opportunity to seek help from adults and to learn about prevention connected to topics including bullying, sexual harassment, sexual assault, and suicide.

H. Board Meeting

At a regularly scheduled school board meeting, a school board of a district that has conducted an active shooter drill must consider the following:

1. the effect of active shooter drills on the safety of students and staff; and

2. the effect of active shooter drills on the mental health and wellness of students and staff.

VI. MISCELLANEOUS PROCEDURES

A. Chemical Accidents

Procedures for reporting chemical accidents shall be posted at key locations such as chemistry labs, art rooms, swimming pool areas, and janitorial closets.

Note: Additional specific procedures can be found in the Emergency Operations Plan located on the district staff website at https://www.isd709.org/staff/emergency-planning-management

B. Visitors

The school district shall implement procedures mandating visitor sign in and visitors in school sites.

The school district shall implement procedures to minimize outside entry into school sites except at designated check-in points and assure that all doors are locked prior to and after regular site hours.

C. Student Victims of Criminal Offenses at or on School Property

The school district shall establish procedures allowing student victims of criminal offenses on school property the opportunity to transfer to another school within the school district.

Legal References:
Minn. Stat. Ch. 12 (Emergency Management)
Minn. Stat. Ch. 12A (Natural Disaster; State Assistance)
Minn. Stat. § 121A.035 (Crisis Management Policy)
Minn. Stat. § 121A.038 (Students Safe at School)
Minn. Stat. § 121A.06 (Reports of Dangerous Weapon Incidents in School Zones)
Minn. Stat. § 299F.30 (Fire Drill in School; Doors and Exits)
Minn. Stat. § 326B.02, Subd. 6 (Powers)
Minn. Stat. § 326B.106 (General Powers of Commissioner of Labor and Industry)
Minn. Stat. § 609.605, Subd. 4 (Trespasses)
Minn. Rules Ch. 7511 (Fire Code)
20 U.S.C. § 1681, *et seq.* (Title IX)
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)
20 U.S.C. § 7912 (Unsafe School Choice Option)
42 U.S.C. § 5121 *et seq.* (Disaster Relief and Emergency Assistance)

Cross References:
MSBA/MASA Model Policy 407 (Employee Right to Know – Exposure to Hazardous Substances)
ISD 709 Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 501 (School Weapons Policy)
MSBA/MASA Model Policy 506 (Student Discipline)
ISD 709 Policy 532 (Use of Peace Officers and Crisis Teams to Remove Students with IEPs from School Grounds)
MSBA/MASA Model Policy 903 (Visitors to School District Buildings and Sites)
Comprehensive School Safety Guide
Minnesota School Safety Center - Resources (mn.gov)
ISD 709 Emergency Operations Plan
ISD 709 Emergency Site Specific Operations Plan

Resources:
I Love U Guys Foundation, *Standard Response Protocol*
https://iloveuguys.org/The-Standard-Response-Protocol.html (012325)

~~Safe and Sound Schools~~
~~https://safeandsoundschools.org/ (012325)~~

National Association of School Psychologists
PREPaRE Model

Replacing: Policy 5123, 4040, 4040R
First Reading: 1/22/2019
Adopted: 2/26/2019
First Reading: 1/14/2025

Second Reading: 2/11/2025
Adopted: 2/25/2025

806 CRISIS MANAGEMENT POLICY

I. PURPOSE

The purpose of this Crisis Management Policy is to act as a guide for school district and site administrators, school employees, students, school board members, and community members to address a wide range of potential crisis situations in the school district. The step-by-step procedures suggested by this Policy will provide guidance to each school site in drafting crisis management plans to coordinate protective actions prior to, during, and after any type of emergency or potential crisis situation. Each school district should develop tailored site specific crisis management plans for each school site in the school district, and sections or procedures may be added or deleted in those crisis management plans based on site needs.

The school district will engage in ongoing emergency planning within the school district and with emergency responders and other relevant community organizations. The school district will ensure that relevant emergency responders in the community have access to their site specific crisis management plans and will provide training to school district staff to enable them to act appropriately in the event of a crisis.

II. GENERAL INFORMATION

A. The Policy and Plans

The school district's Crisis Management Policy and the District Emergency Operations Plan (EOP) have been created in consultation with local community response agencies and other appropriate individuals and groups that would likely be involved in the event of a school emergency. It is designed so that each site administrator can tailor a site specific crisis management plan to meet that site's specific situation and needs.

The school district's administration and/or the administration of each site shall present tailored site specific crisis management plans to the District Emergency Operations Committee (EOC) for review and approval. The site specific crisis management plans will include crisis-specific procedures. Upon approval by the EOC, such crisis management plans shall be an addendum to the District Emergency Operations Procedure Manual (EOP). This EOP and the site specific plans will be maintained and updated on an annual basis.

B. District Crisis Management Policy

1. General Crisis Procedures. The Crisis Management Policy includes general crisis procedures for securing buildings, classroom evacuation, building evacuation, campus evacuation, and sheltering. The Policy designates the individual(s) who will determine when these actions will be taken. These district-wide procedures may be modified by site administrators when creating their site specific crisis management plans. A communication system will be in place to enable the designated individual to be contacted at all times in the event of a potential crisis, setting forth the method to contact the designated individual, the provision of at least two designees when the contact person is unavailable, and the method to convey contact information to the appropriate staff persons. The alternative designees may include members of the Site Emergency Operations Committee. A secondary method of communication should be included in the plan for use when the primary method of communication is inoperable. Each site in the school district will have access to a copy of the Emergency Operations Plan (EOP) to assist in the development of building-specific crisis management plans.

   All general crisis procedures will address specific procedures for the safe evacuation of children and employees with special needs such as physical,

sensory, motor, developmental, and mental health challenges.

2. Crisis-Specific Procedures.

The Crisis Management Policy includes crisis-specific procedures for crisis situations that may occur during the school day or at school-sponsored events and functions. These district-wide procedures are designed to enable building administrators to tailor response procedures when creating building-specific crisis management plans.

Note: The Emergency Operations Plan can be found on the district staff website at https://www.isd709.org/staff/emergency-planning-management

3. School Emergency Response Teams

a. Composition. The administrator at each site will select a school emergency response team (Site Emergency Operations Committee or EOC) that will be trained to respond to emergency situations. All Site EOC members will receive ongoing training to carry out the District EOP and Site Specific EOP and will have knowledge of procedures, evacuation routes, and safe areas. For purposes of student safety and accountability Site EOC members will not have direct responsibility for the supervision of students. Team members must be willing to be actively involved in the resolution of crises and be available to assist in any crisis situation as deemed necessary by the site administrator. Each site will maintain a current list of Site EOC members which will be updated annually. The site administrator, and alternative designees, will know the location of that list in the event of a school emergency. A copy of the list will be kept on file in the school district office.

[Note: The Emergency Operations Plan has a sample Site Emergency Operations Committee list.]

b. Leaders. The site administrator or designee will serve as the leader of the Site EOC and will be the primary contact for emergency response officials. When emergency response officials are present, they may elect to take command and control of the crisis. It is critical in this situation that school officials assume a resource role and be available as necessary to emergency response officials.

III. PREPARATION BEFORE AN EMERGENCY

A. Communication

1. District Employees. Teachers generally have the most direct contact with students on a day-to-day basis. As a result, they must be aware of their role in responding to crisis situations. This also applies to non-teaching school personnel who have direct contact with students. All staff shall be aware of the school district's EOP and their own Site EOP. Each school's Site EOP shall include the method and dates of dissemination of the plan to its staff. Employees will receive a copy of the relevant Site EOP and shall receive periodic training on plan implementation.

2. Students and Families The District's EOP shall set forth how students and families are made aware of the district's Emergency Procedures. Students shall receive specific instruction on plan implementation and shall participate in a

required number of drills and practice sessions throughout the school year.

B. Training and Preparation for Emergencies

The Emergency Operations Plan includes training procedures and requirements for students and staff.

1. The Emergency Operations Plan includes training procedures and requirements for students and staff.

2. Required safety drills will be coordinated and documented at each site by the site facilities staff and school administrator.

C. Facility Diagrams and Site Plans

All school sites will have a facility diagram and site plan that includes the location of primary and secondary evacuation routes, exits, designated safe areas inside and outside of the building, and the location of fire alarm control panel, fire alarms, fire extinguishers, hoses, water spigots, and utility shut offs. All facility diagrams and site plans will be updated regularly and whenever a major change is made to a site. Facility diagrams and site plans will be maintained by the site administrator and will be easily accessible and on file in the school district office. Facility diagrams and site plans will be provided to first responders, such as fire and law enforcement personnel.

D. Emergency Telephone Numbers

Each site will maintain a current list of emergency telephone numbers and the names and addresses of local, county, and state personnel who may be involved in a crisis situation. The list will include telephone numbers for local police, fire, ambulance, hospital, the Poison Control Center, county and state emergency management agencies, local public works departments, local utility companies, the public health nurse, mental health/suicide hotlines, and the county welfare agency. A copy of this list will be kept on file in the Site Specific EOP, and updated annually.

School district employees will receive training on how to make emergency contacts, including 911 calls, when the school district's main telephone number and location is electronically conveyed to emergency personnel instead of the specific site in need of emergency services.

School district plans will set forth a process to internally communicate an emergency to rapidly convey emergency information to multiple site designees. Each plan will identify multiple methods of communication for both internal and district wide use.

E. Warning and Notification Systems

The school district shall maintain a warning system designed to inform students, staff, and visitors of a crisis or emergency. This system shall be maintained on a regular basis under the maintenance plan for all school sites. The school district should consider an alternate notification system to address the needs of staff and students with special needs, such as vision or hearing, and to plan for the needs of areas where a public address system may not be heard clearly.

F. Early School Closure Procedures

The Superintendent or designee will make decisions about closing school or sites as early in the day as possible. The early school closure procedures will set forth the

criteria for early school closure (e.g., weather-related, utility failure, or a crisis situation), will specify how closure decisions will be communicated to staff, students, families, and the school community (designated broadcast media, local authorities, e-mail, or district or school site web sites), and will discuss the factors to be considered in closing and reopening a school or site.

Early school closure procedures also will include a reminder to parents and guardians to listen to designated local radio and TV stations for school closing announcements, where possible.

G. Media Procedures

The superintendent or designee has the authority and discretion to notify parents or guardians and the school community in the event of a crisis or early school closure. The superintendent or designee will designate a spokesperson who will notify the media in the event of a crisis or early school closure. The spokesperson shall receive training to ensure that the district is in strict compliance with federal and state law relative to the release of private data when conveying information to the media.

H. District and School Mental Health Recovery Teams

The District and/or School Mental Health Recovery Team procedures will set forth the procedure for initiating Crisis Response Recovery Plans. The procedures will utilize available resources including the social workers, counselors, community crisis recovery teams, or others in the community. The District and/or School Mental Health Recovery Team procedures will be used whenever the Superintendent or the site administrator determines it to be necessary, such as after an assault, a hostage situation, shooting, or death by suicide.

IV. ACTIVE SHOOTER DRILL

Duluth Public Schools does not perform Active Shooter Simulations. We conduct lockdown drills, referred to below and by state statute as "active shooter drills". The district would follow state statute if active shooter simulations were ever used.

A. Definitions

1. "Active shooter drill," called a Lockdown Drill in Duluth Public Schools, means an emergency preparedness drill designed to teach students, teachers, school personnel, and staff how to respond in the event of an armed intruder on campus or an armed assailant in the immediate vicinity of the school. An active shooter drill is not an active shooter simulation, nor may an active shooter drill include any sensorial components, activities, or elements which mimic a real life shooting.

2. "Active shooter simulation" means an emergency exercise including full-scale or functional exercises, designed to teach adult school personnel and staff how to respond in the event of an armed intruder on campus or an armed assailant in the immediate vicinity of the school which also incorporates sensorial components, activities, or elements mimicking a real life shooting. Activities or elements mimicking a real life shooting include, but are not limited to, simulation of tactical response by law enforcement. An active shooter simulation is not an active shooter or lockdown drill.

3. "Evidence-based" means a program or practice that demonstrates any of the following:

   a. a statistically significant effect on relevant outcomes based on any of the following:

      i. strong evidence from one or more well designed and well implemented experimental studies;

      ii. moderate evidence from one or more well designed and well implemented quasi-experimental studies; or

      iii. promising evidence from one or more well designed and well implemented correlational studies with statistical controls for selection bias; or

   b. a rationale based on high-quality research findings or positive evaluations that the program or practice is likely to improve relevant outcomes, including the ongoing efforts to examine the effects of the program or practice.

4. "Full-scale exercise" means an operations-based exercise that is typically the most complex and resource-intensive of the exercise types and often involves multiple agencies, jurisdictions, organizations, and real-time movement of resources.

5. "Functional exercises" means an operations-based exercise designed to assess and evaluate capabilities and functions while in a realistic, real-time environment, however, movement of resources is usually simulated.

B. Criteria

An active shooter drill conducted according to Minnesota Statutes, section 121A.037 with students in early childhood through grade 12 must be:

1. accessible;

2. developmentally appropriate and age appropriate, including using appropriate safety language and vocabulary;

3. culturally aware;

4. trauma-informed; and

5. inclusive of accommodations for students with mobility restrictions, sensory needs, developmental or physical disabilities, mental health needs, and auditory or visual limitations.

C. Student Mental Health and Wellness

Active shooter drill protocols must include a reasonable amount of time immediately following the drill for teachers to debrief with their students. The opportunity to debrief must be provided

to students before regular classroom activity may resume. During the debrief period, students must be allowed to access any mental health services available on campus, including counselors, school psychologists, social workers, or cultural liaisons.

Note: Duluth Public Schools does not conduct Active Shooter simulations.

D. Notice

1. The school district must provide notice of a pending active shooter drill to every student's parent or legal guardian before an active shooter drill is conducted. Whenever practicable, notice must be provided at least 24 hours in advance of a pending active shooter drill and inform the parent or legal guardian of the right to opt their student out of participating. Each site will publish tentative drill dates at the beginning of the school year. These tentative dates may be shared via school newsletter and will also appear on the calendar on the school website.

2. If a student is opted out of participating in an active shooter drill, no negative consequence must impact the student's general school attendance record nor may nonparticipation alone make a student ineligible to participate in or attend school activities.

3. The Commissioner of the Minnesota Department of Education must ensure the availability of alternative safety education for students who are opted out of participating or otherwise exempted from an active shooter drill. Alternative safety education must provide essential safety instruction through less sensorial safety training methods and must be appropriate for students with mobility restrictions, sensory needs, developmental or physical disabilities, mental health needs, and auditory or visual limitations. If a parent or guardian chooses to opt their child out of active shooter drills (lockdown drills) the parent or guardian will be required to meet with administration to discuss the importance of the drills and how drills are being conducted in an age appropriate, trauma informed manner. If the parent or guardian still chooses opt out as their preference, the student then will go through the information with a principal, social worker, counselor, case manager, or other appropriate staff member. Other alternative education opportunities may be presented to teach the skill without using a drill format.

E. Participation in Active Shooter Drills

Any student in early childhood through grade 12 must not be required to participate in an active shooter drill that does not meet the Criteria set forth above. If a parent or guardian has chosen to opt their child out of drills, at the meeting with administration the team will determine what the child will do while the school is conducting a drill. Options include allowing the student to sit in an office or conference room during a drill, keeping the student out of school during a drill, or other alternatives as determined by the parent or guardian and administrator.

F. Active Shooter Simulations

Duluth Public Schools will not conduct Active Shooter Simulations.

G. Violence Prevention

1. A school district or charter school conducting an active shooter drill must provide students in middle school and high school at least one hour, or one standard class

period, of violence prevention training annually.

2. The violence prevention training must be evidence-based and may be delivered in-person, virtually, or digitally. Training must, at a minimum, teach students the following:

   a. how to identify observable warning signs and signals of an individual who may be at risk of harming oneself or others;

   b. the importance of taking threats seriously and seeking help; and

   c. the steps to report dangerous, violent, threatening, harmful, or potentially harmful activity.

3. A school district or charter school must ensure that students have the opportunity to contribute to their school's safety and violence prevention planning, aligned with the recommendations for multihazard planning for schools, including but not limited to:

   a. student opportunities for leadership related to prevention and safety;

   b. encouragement and support to students in establishing clubs and programs focused on safety; and

   c. providing students with the opportunity to seek help from adults and to learn about prevention connected to topics including bullying, sexual harassment, sexual assault, and suicide.

H. Board Meeting

At a regularly scheduled school board meeting, a school board of a district that has conducted an active shooter drill must consider the following:

1. the effect of active shooter drills on the safety of students and staff; and

2. the effect of active shooter drills on the mental health and wellness of students and staff.

VI. MISCELLANEOUS PROCEDURES

A. Chemical Accidents

Procedures for reporting chemical accidents shall be posted at key locations such as chemistry labs, art rooms, swimming pool areas, and janitorial closets.

Note: Additional specific procedures can be found in the Emergency Operations Plan located on the district staff website at https://www.isd709.org/staff/emergency-planning-management

B. Visitors

The school district shall implement procedures mandating visitor sign in and visitors in school sites.

The school district shall implement procedures to minimize outside entry into school

sites except at designated check-in points and assure that all doors are locked prior to and after regular site hours.

C. Student Victims of Criminal Offenses at or on School Property

The school district shall establish procedures allowing student victims of criminal offenses on school property the opportunity to transfer to another school within the school district.

Legal References:
Minn. Stat. Ch. 12 (Emergency Management)
Minn. Stat. Ch. 12A (Natural Disaster; State Assistance)
Minn. Stat. § 121A.035 (Crisis Management Policy)
Minn. Stat. § 121A.038 (Students Safe at School)
Minn. Stat. § 121A.06 (Reports of Dangerous Weapon Incidents in School Zones)
Minn. Stat. § 299F.30 (Fire Drill in School; Doors and Exits)
Minn. Stat. § 326B.02, Subd. 6 (Powers)
Minn. Stat. § 326B.106 (General Powers of Commissioner of Labor and Industry)
Minn. Stat. § 609.605, Subd. 4 (Trespasses)
Minn. Rules Ch. 7511 (Fire Code)
20 U.S.C. § 1681, *et seq.* (Title IX)
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)
20 U.S.C. § 7912 (Unsafe School Choice Option)
42 U.S.C. § 5121 *et seq.* (Disaster Relief and Emergency Assistance)

Cross References:
MSBA/MASA Model Policy 407 (Employee Right to Know – Exposure to Hazardous Substances)
ISD 709 Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 501 (School Weapons Policy)
MSBA/MASA Model Policy 506 (Student Discipline)
ISD 709 Policy 532 (Use of Peace Officers and Crisis Teams to Remove Students with IEPs from School Grounds)
MSBA/MASA Model Policy 903 (Visitors to School District Buildings and Sites)
Comprehensive School Safety Guide
Minnesota School Safety Center - Resources (mn.gov)
ISD 709 Emergency Operations Plan
ISD 709 Emergency Site Specific Operations Plan

Replacing: Policy 5123, 4040, 4040R
First Reading: 1/22/2019
Adopted: 2/26/2019
First Reading: 1/14/2025
Second Reading: 2/11/2025
Adopted: 2/25/2025

503 STUDENT ATTENDANCE

I. PURPOSE

A. The school board believes that regular school attendance is directly related to success in academic work, benefits students socially, provides opportunities for important communications between teachers and students, and establishes regular habits of dependability important to the future of the student. The purpose of this policy is to encourage regular school attendance. It is intended to be positive and not punitive.

B. This policy also recognizes that class attendance is a joint responsibility to be shared by the student, parent or guardian, teacher, and administrators. This policy will assist students in attending class.

II. GENERAL STATEMENT OF POLICY

A. Responsibilities

1. Student's Responsibility

It is the student's right to be in school. It is also the student's responsibility to attend all assigned classes and study halls every day that school is in session and to be aware of and follow the correct procedures when absent from an assigned class or study hall. Finally, it is the student's responsibility to request any missed assignments due to an absence.

2. Parent or Guardian's Responsibility

It is the responsibility of the student's parent or guardian to ensure the student is attending school, to inform the school in the event of a student absence, and to work cooperatively with the school and the student to solve any attendance problems that may arise.

3. Teacher's Responsibility

It is the teacher's responsibility to take daily attendance and to maintain accurate attendance records in each assigned class and study hall. It is also the teacher's responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly. It is also the teacher's responsibility to provide any student who has been absent with any missed assignments upon request. Finally, it is the teacher's responsibility to work cooperatively with the student's parent or guardian and the student to solve any attendance problems that may arise.

4. Administrator's Responsibility

a. It is the administrator's responsibility to require students to attend all assigned classes and study halls. It is also the administrator's responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly to all students, to maintain accurate records on student attendance, and to prepare a list of the previous day's absences stating the status of each. Finally, it is the administrator's responsibility to inform the student's parent or guardian of the student's attendance and to work cooperatively with them and

the student to solve attendance problems.

b. In accordance with the Minnesota Compulsory Instruction Law, Minnesota. Statutes, section 120A.22, the students of the school district are REQUIRED to attend all assigned classes and/or study halls every day school is in session, unless the student has been excused by the school board from attendance because the student has already completed state and school district standards required to graduate from high school, has withdrawn, or has a valid excuse for absence.

B. Attendance Procedures

Attendance procedures shall be presented to the school board for review and approval. When approved by the school board, the attendance procedures will be included as an addendum to this policy.

1. Excused Absences

a. A parent, guardian, or other person having control of a child may apply to a school district to have the child excused from attendance for the whole or any part of the time school is in session during any school year. Application may be made toa truant officer, or the school official designated by the principal. A note from a physician or a licensed mental health professional stating that the child cannot attend school is a valid excuse.

b. To be considered an excused absence, the student’s parent or legal guardian may be asked to verify, in writing, the reason for the student’s absence from school.

c. The board of the district in which the child resides may approve the application under subparagraph (a) above upon a legitimate exception being demonstrated to the satisfaction of that board.

d. Legitimate Exceptions

The following reasons shall be sufficient to constitute excused absences:

(1) that the child's physical or mental health is such as to prevent attendance at school or application to study for the period required, which includes:

(a) child illness, medical, dental, orthodontic, or counseling appointments; including appointments conducted through telehealth.;

(b) family emergencies;

(c) the death or serious illness or funeral of an immediate family member;

(d) active duty in any military branch of the United States;

(e) the child has a condition that requires ongoing treatment for a mental health diagnosis; or

(f) other exemptions included in this attendance policy:
(1) College campus visits
(2) Extreme weather conditions considered by the parent/guardian to be too dangerous for the student to attend school
(3) Driver's examination. The school requires documentation in order for this to be considered an excused absence.
(4) Prearranged personal or family vacations
(5) Non-school competitions or events, parent/guardian may request an excused absence for participation in a non-school sponsored athletic, dramatic or musical event. The request must be in writing in advance of the first absence and arrangements will be made to complete missed schoolwork

(2). that the child has already completed state and district standards required for graduation from high school; or

(3). that it is the wish of the parent, guardian, or other person having control of the child, that the child attend for a period or periods not exceeding in the aggregate three hours in any week, instruction conducted by a Tribal spiritual or cultural advisor, or a school for religious instruction conducted and maintained by a church, or association of churches, or any Sunday school association incorporated under the laws of this state, or any auxiliary thereof. This instruction must be conducted and maintained in a place other than a public school building, and it must not, in whole or in part, be conducted and maintained at public expense. A child may be absent from school on days that the child attends upon instruction according to this clause.

c. Consequences of Excused Absences

(1) Students whose absences are excused are required to make up all assignments missed or to complete alternative assignments as deemed appropriate by the classroom teacher.

(2) Students will be allowed 2 days to makeup work for every day absent upon return to school. Any work not completed within this period shall result in "no credit" for the missed assignment. However, the building principal or the classroom teacher may extend the time allowed for completion of make-up work in the case of an extended illness or other extenuating circumstances.

(3) A student who is absent for extended time periods due to a placement in an inpatient hospitalization behavioral health unit due to a mental health emergency or placement in a partial hospitalization program for their mental health should be exempt from missed assignments during that time period. Middle and High School students will have a reduced workload if exemptions are not possible based on course requirements. At a maximum, teachers will require 50% of missed points to

be completed. Courses that may have special circumstances requiring more work completion (such as some CITS courses) must have additional work requirements approved in writing by the building principal following consultation with the teacher and school counselor. It may warrant following the identified college's expectations and policies regarding mental health, attendance, and assignment make-up.

2. Unexcused Absences

a. The following are examples of absences which will not be excused:

(1) Truancy. An absence by a student which was not approved by the parent and/or the school district.

(2) Any absence in which the student failed to comply with any reporting requirements of the school district's attendance procedures including absences that are unreported.

(3) Work at home.

(4) Work at a business, except under a school-sponsored work release program.

(5) Absences resulting from accumulated unexcused tardies (3 tardies equal one unexcused absence).

(6) Any other absence not included under the attendance procedures set out in this policy:
(1) Working on school assignments or preparing for exams at home
(2) Personal or family vacation that is not pre-arranged with school administration
(3) Oversleeping or missing alarms
(4) Volunteer work not related to school programming
(5) Missed transportation as scheduled

b. Consequences of Unexcused Absences

(1) Absences resulting from official suspension will be handled in accordance with the Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56.

(2) Days during which a student is suspended from school shall not be counted in a student's total accumulated unexcused absences.

(3) In cases of recurring unexcused absences, the administration may also request the county attorney to file a petition with the juvenile court, pursuant to Minnesota statutes.

C. Tardiness

1. Definition: Students are expected to be in their assigned area at designated times. Failure to do so constitutes tardiness.

2. Procedures for Reporting Tardiness

   a. Students tardy at the start of school must report to the school office for an admission slip.

   b. Tardiness between periods will be handled by the teacher.

3. Excused Tardiness

   Valid excuses for tardiness are:

   a. Illness.

   b. Serious illness in the student's immediate family.

   c. A death or funeral in the student's immediate family or of a close friend or relative.

   d. Medical, dental, orthodontic, or mental health treatment.

   e. Court appearances occasioned by family or personal action.

   f. Physical emergency conditions such as fire, flood, storm, etc.

   g. Any tardiness for which the student has been excused in writing by an administrator or faculty member.

4. Unexcused Tardiness

   a. An unexcused tardiness is failing to be in an assigned area at the designated time class period commences without a valid excuse.

   b. Three unexcused tardies are equivalent to one unexcused absence.

D. Participation in Extracurricular Activities and School-Sponsored On-the-Job Training Programs

1. This policy applies to all students involved in any extracurricular activity scheduled either during or outside the school day and any school-sponsored on-the-job training programs.

2. School-initiated absences will be accepted and participation permitted.

3. A student may not participate in any activity or program if he or she has an unexcused absence from any class during the day.

4. If a student is suspended from any class, he or she may not participate in any activity or program that day.

5. If a student is absent from school due to medical reasons, he or she must present a physician's statement or a statement from the student's parent or guardian clearing the student for participation that day. The note must be presented to the coach or advisor before the student participates in the activity or program.

III. RELIGIOUS OBSERVANCE ACCOMMODATION

Reasonable efforts will be made by the school district to accommodate any student who wishes to be excused from a curricular activity for a religious observance. Requests for accommodations should be directed to the building principal.

IV. DISSEMINATION OF POLICY

1. Copies of this policy shall be made available to all students and parents at the commencement of each school year. This policy shall also be available upon request in each principal's office.

2. The school district will provide annual notice to parents of the school district's policy relating to a student's absence from school for religious observance.

V. REQUIRED REPORTING

A. Continuing Truant

Minnesota Statutes section 260A.02 provides that a continuing truant is a student who is subject to the compulsory instruction requirements of Minnesota Statutes section 120A.22 and is absent from instruction in a school, as defined in Minnesota Statutes section 120A.05, without valid excuse within a single school year for:

1. Three days if the child is in elementary school; or

2. Three or more class periods on three days if the child is in middle school, junior high school, or high school.

B. Reporting Responsibility

When a student is initially classified as a continuing truant, Minnesota Statutes section 260A.03 provides that the school attendance officer or other designated school official shall notify the student's parent or legal guardian, by first class mail or other reasonable means, of the following:

1. That the child is truant;

2. That the parent or guardian should notify the school if there is a valid excuse for the child's absences;

3. That the parent or guardian is obligated to compel the attendance of the child at school pursuant to Minnesota Statutes section 120A.22 and parents or guardians who fail to meet this obligation may be subject to prosecution under Minnesota Statutes section 120A.34;

4. That this notification serves as the notification required by Minnesota Statutes

section 120A.34;

5. That alternative educational programs and services may be available in the child's enrolling or resident district;

6. That the parent or guardian has the right to meet with appropriate school personnel to discuss solutions to the child's truancy;

7. That if the child continues to be truant, the parent and child may be subject to juvenile court proceedings under Minnesota Statutes Chapter 260C;

8. That if the child is subject to juvenile court proceedings, the child may be subject to suspension, restriction, or delay of the child's driving privilege pursuant to Minnesota Statutes section 260C.201; and

9. That it is recommended that the parent or guardian accompany the child to school and attend classes with the child for one day.

C. Habitual Truant

1. A habitual truant is a child under the age of 17 years who is absent from attendance at school without lawful excuse for seven school days per school year if the child is in elementary school or for one or more class periods on seven school days per school year if the child is in middle school, junior high school, or high school, or a child who is 17 years of age who is absent from attendance at school without lawful excuse for one or more class periods on seven school days per school year and who has not lawfully withdrawn from school.

2. A school district attendance officer shall refer a habitual truant child and the child's parent or legal guardian to appropriate services and procedures, under Minnesota Statutes Chapter 260A.

Legal References: Minn. Stat. § 120A.05 (Definitions)
Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 120A.24 (Reporting)
Minn. Stat. § 120A.26 (Enforcement and Prosecution)
Minn. Stat. § 120A.34 (Violations; Penalties)
Minn. Stat. § 120A.35 (Absence from School for Religious Observance) Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 260A.02 (Definitions)
Minn. Stat. § 260A.03 (Notice to Parent or Guardian When Child is a Continuing Truant)
Minn. Stat. § 260C.007, subd. 19 (Habitual Truant Defined)
Minn. Stat. § 260C.201 (Dispositions; Children in Need of Protection or Services or Neglected and in Foster Care)
Goss v. Lopez, 419 U.S. 565 (1975)
Slocum v. Holton Bd. of Educ., 429 N.W.2d 607 (Mich. App. Ct. 1988)
Campbell v. Bd. of Educ. of New Milford, 475 A.2d 289 (Conn. 1984)
Hamer v. Bd. of Educ. of Twp. High Sch. Dist. No. 113, 66 Ill. App.3d 7, 383 N.E.2d 231 (1978)
Gutierrez v. Sch. Dist. R-1, 585 P.2d 935 (Co. Ct. App. 1978)
Knight v. Bd. of Educ., 38 Ill. App. 3d 603, 348 N.E.2d 299 (1976)
Dorsey v. Bale, 521 S.W.2d 76 (Ky. 1975)

Cross References: MSBA/MASA Model Policy 506 (Student Discipline)

Replacing:	Policy 5025
First Reading:	03-22-2016
Adopted:	**04-19-2016 ISD 709**
First Reading:	06-20-2023
Second Reading:	07-18-2023
Adopted:	07-18-2023
First Reading:	01-14-2025
Second Reading:	02-11-2025
Adopted:	02-25-2025
Reviewed:	

503 STUDENT ATTENDANCE

I. PURPOSE

A. The school board believes that regular school attendance is directly related to success in academic work, benefits students socially, provides opportunities for important communications between teachers and students, and establishes regular habits of dependability important to the future of the student. The purpose of this policy is to encourage regular school attendance. It is intended to be positive and not punitive.

B. This policy also recognizes that class attendance is a joint responsibility to be shared by the student, parent or guardian, teacher, and administrators. This policy will assist students in attending class.

II. GENERAL STATEMENT OF POLICY

A. Responsibilities

1. Student's Responsibility

It is the student's right to be in school. It is also the student's responsibility to attend all assigned classes and study halls every day that school is in session and to be aware of and follow the correct procedures when absent from an assigned class or study hall. Finally, it is the student's responsibility to request any missed assignments due to an absence.

2. Parent or Guardian's Responsibility

It is the responsibility of the student's parent or guardian to ensure the student is attending school, to inform the school in the event of a student absence, and to work cooperatively with the school and the student to solve any attendance problems that may arise.

3. Teacher's Responsibility

It is the teacher's responsibility to take daily attendance and to maintain accurate attendance records in each assigned class and study hall. It is also the teacher's responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly. It is also the teacher's responsibility to provide any student who has been absent with any missed assignments upon request. Finally, it is the teacher's responsibility to work cooperatively with the student's parent or guardian and the student to solve any attendance problems that may arise.

4. Administrator's Responsibility

a. It is the administrator's responsibility to require students to attend all assigned classes and study halls. It is also the administrator's responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly to all students, to maintain accurate records on student attendance, and to prepare a list of the previous day's absences stating the status of each. Finally, it is the administrator's responsibility to inform the student's parent or guardian of the student's attendance and to work cooperatively with them and

the student to solve attendance problems.

b. In accordance with the Minnesota Compulsory Instruction Law, Minnesota. Statutes, section 120A.22, the students of the school district are REQUIRED to attend all assigned classes and/or study halls every day school is in session, unless the student has been excused by the school board from attendance because the student has already completed state and school district standards required to graduate from high school, has withdrawn, or has a valid excuse for absence.

B. Attendance Procedures

Attendance procedures shall be presented to the school board for review and approval. When approved by the school board, the attendance procedures will be included as an addendum to this policy.

1. Excused Absences

a. A parent, guardian, or other person having control of a child may apply to a school district to have the child excused from attendance for the whole or any part of the time school is in session during any school year. Application may be made to ~~any member of the board,~~ a truant officer, or the school official designated by the ~~a~~ principal~~, or the superintendent~~. A note from a physician or a licensed mental health professional stating that the child cannot attend school is a valid excuse.

[NOTE: The 2025 Minnesota legislature amended Minnesota Statutes, section 120A.22 as indicated above.]

b. To be considered an excused absence, the student's parent or legal guardian may be asked to verify, in writing, the reason for the student's absence from school.

c. The board of the district in which the child resides may approve the application under subparagraph (a) above upon a legitimate exception being demonstrated to the satisfaction of that board.

d. Legitimate Exceptions

The following reasons shall be sufficient to constitute excused absences:

(1) that the child's physical or mental health is such as to prevent attendance at school or application to study for the period required, which includes:

(a) child illness, medical, dental, orthodontic, or counseling appointments; including appointments conducted through telehealth.;

(b) family emergencies;

(c) the death or serious illness or funeral of an immediate family member;

(d) active duty in any military branch of the United States;

(e) the child has a condition that requires ongoing treatment for a mental health diagnosis; or

(f) other exemptions included in this attendance policy:
(1) College campus visits
(2) Extreme weather conditions considered by the parent/guardian to be too dangerous for the student to attend school
(3) Driver's examination. The school requires documentation in order for this to be considered an excused absence.
(4) Prearranged personal or family vacations
(5) Non-school competitions or events, parent/guardian may request an excused absence for participation in a non-school sponsored athletic, dramatic or musical event. The request must be in writing in advance of the first absence and arrangements will be made to complete missed schoolwork

(2). that the child has already completed state and district standards required for graduation from high school; or

(3). that it is the wish of the parent, guardian, or other person having control of the child, that the child attend for a period or periods not exceeding in the aggregate three hours in any week, instruction conducted by a Tribal spiritual or cultural advisor, or a school for religious instruction conducted and maintained by a church, or association of churches, or any Sunday school association incorporated under the laws of this state, or any auxiliary thereof. This instruction must be conducted and maintained in a place other than a public school building, and it must not, in whole or in part, be conducted and maintained at public expense. A child may be absent from school on days that the child attends upon instruction according to this clause.

c. Consequences of Excused Absences

(1) Students whose absences are excused are required to make up all assignments missed or to complete alternative assignments as deemed appropriate by the classroom teacher.

(2) Students will be allowed 2 days to makeup work for every day absent upon return to school. Any work not completed within this period shall result in "no credit" for the missed assignment. However, the building principal or the classroom teacher may extend the time allowed for completion of make-up work in the case of an extended illness or other extenuating circumstances.

(3) A student who is absent for extended time periods due to a placement in an inpatient hospitalization behavioral health unit due to a mental health emergency or placement in a partial hospitalization program for their mental health should

be exempt from missed assignments during that time period. Middle and High School students will have a reduced workload if exemptions are not possible based on course requirements. At a maximum, teachers will require 50% of missed points to be completed. Courses that may have special circumstances requiring more work completion (such as some CITS courses) must have additional work requirements approved in writing by the building principal following consultation with the teacher and school counselor. It may warrant following the identified college's expectations and policies regarding mental health, attendance, and assignment make-up.

2. Unexcused Absences

a. The following are examples of absences which will not be excused:

(1) Truancy. An absence by a student which was not approved by the parent and/or the school district.

(2) Any absence in which the student failed to comply with any reporting requirements of the school district's attendance procedures including absences that are unreported.

(3) Work at home.

(4) Work at a business, except under a school-sponsored work release program.

(5) Absences resulting from accumulated unexcused tardies (3 tardies equal one unexcused absence).

(6) Any other absence not included under the attendance procedures set out in this policy:
(1) Working on school assignments or preparing for exams at home
(2) Personal or family vacation that is not pre-arranged with school administration
(3) Oversleeping or missing alarms
(4) Volunteer work not related to school programming
(5) Missed transportation as scheduled

b. Consequences of Unexcused Absences

(1) Absences resulting from official suspension will be handled in accordance with the Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56.

(2) Days during which a student is suspended from school shall not be counted in a student's total accumulated unexcused absences.

(3) In cases of recurring unexcused absences, the administration may also request the county attorney to file a petition with the juvenile court, pursuant to Minnesota statutes.

C. Tardiness

1. Definition: Students are expected to be in their assigned area at designated times. Failure to do so constitutes tardiness.

2. Procedures for Reporting Tardiness

   a. Students tardy at the start of school must report to the school office for an admission slip.

   b. Tardiness between periods will be handled by the teacher.

3. Excused Tardiness

   Valid excuses for tardiness are:

   a. Illness.

   b. Serious illness in the student's immediate family.

   c. A death or funeral in the student's immediate family or of a close friend or relative.

   d. Medical, dental, orthodontic, or mental health treatment.

   e. Court appearances occasioned by family or personal action.

   f. Physical emergency conditions such as fire, flood, storm, etc.

   g. Any tardiness for which the student has been excused in writing by an administrator or faculty member.

4. Unexcused Tardiness

   a. An unexcused tardiness is failing to be in an assigned area at the designated time class period commences without a valid excuse.

   b. Three unexcused tardies are equivalent to one unexcused absence.

D. Participation in Extracurricular Activities and School-Sponsored On-the-Job Training Programs

1. This policy applies to all students involved in any extracurricular activity scheduled either during or outside the school day and any school-sponsored on-the-job training programs.

2. School-initiated absences will be accepted and participation permitted.

3. A student may not participate in any activity or program if he or she has an unexcused absence from any class during the day.

4. If a student is suspended from any class, he or she may not participate in any activity or program that day.

5. If a student is absent from school due to medical reasons, he or she must present a physician's statement or a statement from the student's parent or guardian clearing the student for participation that day. The note must be presented to the coach or advisor before the student participates in the activity or program.

III. RELIGIOUS OBSERVANCE ACCOMMODATION

Reasonable efforts will be made by the school district to accommodate any student who wishes to be excused from a curricular activity for a religious observance. Requests for accommodations should be directed to the building principal.

IV. DISSEMINATION OF POLICY

1. Copies of this policy shall be made available to all students and parents at the commencement of each school year. This policy shall also be available upon request in each principal's office.

2. The school district will provide annual notice to parents of the school district's policy relating to a student's absence from school for religious observance.

V. REQUIRED REPORTING

A. Continuing Truant

Minnesota Statutes section 260A.02 provides that a continuing truant is a student who is subject to the compulsory instruction requirements of Minnesota Statutes section 120A.22 and is absent from instruction in a school, as defined in Minnesota Statutes section 120A.05, without valid excuse within a single school year for:

1. Three days if the child is in elementary school; or

2. Three or more class periods on three days if the child is in middle school, junior high school, or high school.

B. Reporting Responsibility

When a student is initially classified as a continuing truant, Minnesota Statutes section 260A.03 provides that the school attendance officer or other designated school official shall notify the student's parent or legal guardian, by first class mail or other reasonable means, of the following:

1. That the child is truant;

2. That the parent or guardian should notify the school if there is a valid excuse for the child's absences;

3. That the parent or guardian is obligated to compel the attendance of the child at school pursuant to Minnesota Statutes section 120A.22 and parents or guardians who fail to meet this obligation may be subject to prosecution under

Minnesota Statutes section 120A.34;

4. That this notification serves as the notification required by Minnesota Statutes section 120A.34;

5. That alternative educational programs and services may be available in the child's enrolling or resident district;

6. That the parent or guardian has the right to meet with appropriate school personnel to discuss solutions to the child's truancy;

7. That if the child continues to be truant, the parent and child may be subject to juvenile court proceedings under Minnesota Statutes Chapter 260C;

8. That if the child is subject to juvenile court proceedings, the child may be subject to suspension, restriction, or delay of the child's driving privilege pursuant to Minnesota Statutes section 260C.201; and

9. That it is recommended that the parent or guardian accompany the child to school and attend classes with the child for one day.

C. Habitual Truant

1. A habitual truant is a child under the age of 17 years who is absent from attendance at school without lawful excuse for seven school days per school year if the child is in elementary school or for one or more class periods on seven school days per school year if the child is in middle school, junior high school, or high school, or a child who is 17 years of age who is absent from attendance at school without lawful excuse for one or more class periods on seven school days per school year and who has not lawfully withdrawn from school.

2. A school district attendance officer shall refer a habitual truant child and the child's parent or legal guardian to appropriate services and procedures, under Minnesota Statutes Chapter 260A.

Legal References:
Minn. Stat. § 120A.05 (Definitions)
Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 120A.24 (Reporting)
Minn. Stat. § 120A.26 (Enforcement and Prosecution)
Minn. Stat. § 120A.34 (Violations; Penalties)
Minn. Stat. § 120A.35 (Absence from School for Religious Observance) Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 260A.02 (Definitions)
Minn. Stat. § 260A.03 (Notice to Parent or Guardian When Child is a Continuing Truant)
Minn. Stat. § 260C.007, subd. 19 (Habitual Truant Defined)
Minn. Stat. § 260C.201 (Dispositions; Children in Need of Protection or Services or Neglected and in Foster Care)
Goss v. Lopez, 419 U.S. 565 (1975)
Slocum v. Holton Bd. of Educ., 429 N.W.2d 607 (Mich. App. Ct. 1988)
Campbell v. Bd. of Educ. of New Milford, 475 A.2d 289 (Conn. 1984)

Hamer v. Bd. of Educ. of Twp. High Sch. Dist. No. 113, 66 Ill. App.3d 7, 383 N.E.2d 231 (1978)
Gutierrez v. Sch. Dist. R-1, 585 P.2d 935 (Co. Ct. App. 1978)
Knight v. Bd. of Educ., 38 Ill. App. 3d 603, 348 N.E.2d 299 (1976)
Dorsey v. Bale, 521 S.W.2d 76 (Ky. 1975)

Cross References: MSBA/MASA Model Policy 506 (Student Discipline)

Replacing:	Policy 5025
First Reading:	03-22-2016
Adopted:	**04-19-2016 ISD 709**
First Reading:	06-20-2023
Second Reading:	07-18-2023
Adopted:	07-18-2023
First Reading:	01-14-2025
Second Reading:	02-11-2025
Adopted:	02-25-2025

503 STUDENT ATTENDANCE

I. PURPOSE

A. The school board believes that regular school attendance is directly related to success in academic work, benefits students socially, provides opportunities for important communications between teachers and students, and establishes regular habits of dependability important to the future of the student. The purpose of this policy is to encourage regular school attendance. It is intended to be positive and not punitive.

B. This policy also recognizes that class attendance is a joint responsibility to be shared by the student, parent or guardian, teacher, and administrators. This policy will assist students in attending class.

II. GENERAL STATEMENT OF POLICY

A. Responsibilities

1. Student's Responsibility

It is the student's right to be in school. It is also the student's responsibility to attend all assigned classes and study halls every day that school is in session and to be aware of and follow the correct procedures when absent from an assigned class or study hall. Finally, it is the student's responsibility to request any missed assignments due to an absence.

2. Parent or Guardian's Responsibility

It is the responsibility of the student's parent or guardian to ensure the student is attending school, to inform the school in the event of a student absence, and to work cooperatively with the school and the student to solve any attendance problems that may arise.

3. Teacher's Responsibility

It is the teacher's responsibility to take daily attendance and to maintain accurate attendance records in each assigned class and study hall. It is also the teacher's responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly. It is also the teacher's responsibility to provide any student who has been absent with any missed assignments upon request. Finally, it is the teacher's responsibility to work cooperatively with the student's parent or guardian and the student to solve any attendance problems that may arise.

4. Administrator's Responsibility

a. It is the administrator's responsibility to require students to attend all assigned classes and study halls. It is also the administrator's responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly to all students, to maintain accurate records on student attendance, and to prepare a list of the previous day's absences stating the status of each. Finally, it is the administrator's responsibility to inform the student's parent or guardian of the student's attendance and to work cooperatively with them and

the student to solve attendance problems.

b. In accordance with the Minnesota Compulsory Instruction Law, Minnesota. Statutes, section 120A.22, the students of the school district are REQUIRED to attend all assigned classes and/or study halls every day school is in session, unless the student has been excused by the school board from attendance because the student has already completed state and school district standards required to graduate from high school, has withdrawn, or has a valid excuse for absence.

B. Attendance Procedures

Attendance procedures shall be presented to the school board for review and approval. When approved by the school board, the attendance procedures will be included as an addendum to this policy.

1. Excused Absences

a. A parent, guardian, or other person having control of a child may apply to a school district to have the child excused from attendance for the whole or any part of the time school is in session during any school year. Application may be made to any member of the board, a truant officer, a principal, or the superintendent. A note from a physician or a licensed mental health professional stating that the child cannot attend school is a valid excuse.

b. To be considered an excused absence, the student's parent or legal guardian may be asked to verify, in writing, the reason for the student's absence from school.

c. The board of the district in which the child resides may approve the application under subparagraph (a) above upon a legitimate exception being demonstrated to the satisfaction of that board.

d. Legitimate Exceptions

The following reasons shall be sufficient to constitute excused absences:

(1) that the child's physical or mental health is such as to prevent attendance at school or application to study for the period required, which includes:

(a) child illness, medical, dental, orthodontic, or counseling appointments; including appointments conducted through telehealth.;

(b) family emergencies;

(c) the death or serious illness or funeral of an immediate family member;

(d) active duty in any military branch of the United States;

(e) the child has a condition that requires ongoing treatment for a mental health diagnosis; or

(f) other exemptions included in this attendance policy:
(1) College campus visits
(2) Extreme weather conditions considered by the parent/guardian to be too dangerous for the student to attend school
(3) Driver's examination. The school requires documentation in order for this to be considered an excused absence.
(4) Prearranged personal or family vacations
(5) Non-school competitions or events, parent/guardian may request an excused absence for participation in a non-school sponsored athletic, dramatic or musical event. The request must be in writing in avance of the first absence and arrangements will be made to complete missed schoolwork

(2). that the child has already completed state and district standards required for graduation from high school; or

(3). that it is the wish of the parent, guardian, or other person having control of the child, that the child attend for a period or periods not exceeding in the aggregate three hours in any week, instruction conducted by a Tribal spiritual or cultural advisor, or a school for religious instruction conducted and maintained by a church, or association of churches, or any Sunday school association incorporated under the laws of this state, or any auxiliary thereof. This instruction must be conducted and maintained in a place other than a public school building, and it must not, in whole or in part, be conducted and maintained at public expense. A child may be absent from school on days that the child attends upon instruction according to this clause.

c. Consequences of Excused Absences

(1) Students whose absences are excused are required to make up all assignments missed or to complete alternative assignments as deemed appropriate by the classroom teacher.

(2) Students will be allowed 2 days to makeup work for every day absent upon return to school. Any work not completed within this period shall result in "no credit" for the missed assignment. However, the building principal or the classroom teacher may extend the time allowed for completion of make-up work in the case of an extended illness or other extenuating circumstances.

(3) A student who is absent for extended time periods due to a placement in an inpatient hospitalization behavioral health unit due to a mental health emergency or placement in a partial hospitalization program for their mental health should be exempt from missed assignments during that time period. Middle and High School students will have a reduced workload if exemptions are not possible based on course requirements. At a maximum, teachers will require 50% of missed points to

be completed. Courses that may have special circumstances requiring more work completion (such as some CITS courses) must have additional work requirements approved in writing by the building principal following consultation with the teacher and school counselor. It may warrant following the identified college's expectations and policies regarding mental health, attendance, and assignment make-up.

2. Unexcused Absences

a. The following are examples of absences which will not be excused:

(1) Truancy. An absence by a student which was not approved by the parent and/or the school district.

(2) Any absence in which the student failed to comply with any reporting requirements of the school district's attendance procedures including absences that are unreported.

(3) Work at home.

(4) Work at a business, except under a school-sponsored work release program.

(5) Absences resulting from accumulated unexcused tardies (3 tardies equal one unexcused absence).

(6) Any other absence not included under the attendance procedures set out in this policy:
(1) Working on school assignments or preparing for exams at home
(2) Personal or family vacation that is not pre-arranged with school administration
(3) Oversleeping or missing alarms
(4) Volunteer work not related to school programming
(5) Missed transportation as scheduled

b. Consequences of Unexcused Absences

(1) Absences resulting from official suspension will be handled in accordance with the Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56.

(2) Days during which a student is suspended from school shall not be counted in a student's total accumulated unexcused absences.

(3) In cases of recurring unexcused absences, the administration may also request the county attorney to file a petition with the juvenile court, pursuant to Minnesota statutes.

C. Tardiness

1. Definition: Students are expected to be in their assigned area at designated times. Failure to do so constitutes tardiness.

2. Procedures for Reporting Tardiness

   a. Students tardy at the start of school must report to the school office for an admission slip.

   b. Tardiness between periods will be handled by the teacher.

3. Excused Tardiness

   Valid excuses for tardiness are:

   a. Illness.

   b. Serious illness in the student's immediate family.

   c. A death or funeral in the student's immediate family or of a close friend or relative.

   d. Medical, dental, orthodontic, or mental health treatment.

   e. Court appearances occasioned by family or personal action.

   f. Physical emergency conditions such as fire, flood, storm, etc.

   g. Any tardiness for which the student has been excused in writing by an administrator or faculty member.

4. Unexcused Tardiness

   a. An unexcused tardiness is failing to be in an assigned area at the designated time class period commences without a valid excuse.

   b. Three unexcused tardies are equivalent to one unexcused absence.

D. Participation in Extracurricular Activities and School-Sponsored On-the-Job Training Programs

1. This policy applies to all students involved in any extracurricular activity scheduled either during or outside the school day and any school-sponsored on-the-job training programs.

2. School-initiated absences will be accepted and participation permitted.

3. A student may not participate in any activity or program if he or she has an unexcused absence from any class during the day.

4. If a student is suspended from any class, he or she may not participate in any activity or program that day.

5. If a student is absent from school due to medical reasons, he or she must present a physician's statement or a statement from the student's parent or guardian clearing the student for participation that day. The note must be presented to the coach or advisor before the student participates in the activity or program.

III. RELIGIOUS OBSERVANCE ACCOMMODATION

Reasonable efforts will be made by the school district to accommodate any student who wishes to be excused from a curricular activity for a religious observance. Requests for accommodations should be directed to the building principal.

IV. DISSEMINATION OF POLICY

1. Copies of this policy shall be made available to all students and parents at the commencement of each school year. This policy shall also be available upon request in each principal's office.

2. The school district will provide annual notice to parents of the school district's policy relating to a student's absence from school for religious observance.

V. REQUIRED REPORTING

A. Continuing Truant

Minnesota Statutes section 260A.02 provides that a continuing truant is a student who is subject to the compulsory instruction requirements of Minnesota Statutes section 120A.22 and is absent from instruction in a school, as defined in Minnesota Statutes section 120A.05, without valid excuse within a single school year for:

1. Three days if the child is in elementary school; or

2. Three or more class periods on three days if the child is in middle school, junior high school, or high school.

B. Reporting Responsibility

When a student is initially classified as a continuing truant, Minnesota Statutes section 260A.03 provides that the school attendance officer or other designated school official shall notify the student's parent or legal guardian, by first class mail or other reasonable means, of the following:

1. That the child is truant;

2. That the parent or guardian should notify the school if there is a valid excuse for the child's absences;

3. That the parent or guardian is obligated to compel the attendance of the child at school pursuant to Minnesota Statutes section 120A.22 and parents or guardians who fail to meet this obligation may be subject to prosecution under

Minnesota Statutes section 120A.34;

4. That this notification serves as the notification required by Minnesota Statutes section 120A.34;

5. That alternative educational programs and services may be available in the child's enrolling or resident district;

6. That the parent or guardian has the right to meet with appropriate school personnel to discuss solutions to the child's truancy;

7. That if the child continues to be truant, the parent and child may be subject to juvenile court proceedings under Minnesota Statutes Chapter 260C;

8. That if the child is subject to juvenile court proceedings, the child may be subject to suspension, restriction, or delay of the child's driving privilege pursuant to Minnesota Statutes section 260C.201; and

9. That it is recommended that the parent or guardian accompany the child to school and attend classes with the child for one day.

C. Habitual Truant

1. A habitual truant is a child under the age of 17 years who is absent from attendance at school without lawful excuse for seven school days per school year if the child is in elementary school or for one or more class periods on seven school days per school year if the child is in middle school, junior high school, or high school, or a child who is 17 years of age who is absent from attendance at school without lawful excuse for one or more class periods on seven school days per school year and who has not lawfully withdrawn from school.

2. A school district attendance officer shall refer a habitual truant child and the child's parent or legal guardian to appropriate services and procedures, under Minnesota Statutes Chapter 260A.

Legal References: Minn. Stat. § 120A.05 (Definitions)
Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 120A.24 (Reporting)
Minn. Stat. § 120A.26 (Enforcement and Prosecution)
Minn. Stat. § 120A.34 (Violations; Penalties)
Minn. Stat. § 120A.35 (Absence from School for Religious Observance) Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 260A.02 (Definitions)
Minn. Stat. § 260A.03 (Notice to Parent or Guardian When Child is a Continuing Truant)
Minn. Stat. § 260C.007, subd. 19 (Habitual Truant Defined)
Minn. Stat. § 260C.201 (Dispositions; Children in Need of Protection or Services or Neglected and in Foster Care)
Goss v. Lopez, 419 U.S. 565 (1975)
Slocum v. Holton Bd. of Educ., 429 N.W.2d 607 (Mich. App. Ct. 1988)
Campbell v. Bd. of Educ. of New Milford, 475 A.2d 289 (Conn. 1984)

Hamer v. Bd. of Educ. of Twp. High Sch. Dist. No. 113, 66 Ill. App.3d 7, 383 N.E.2d 231 (1978)
Gutierrez v. Sch. Dist. R-1, 585 P.2d 935 (Co. Ct. App. 1978)
Knight v. Bd. of Educ., 38 Ill. App. 3d 603, 348 N.E.2d 299 (1976)
Dorsey v. Bale, 521 S.W.2d 76 (Ky. 1975)

Cross References: MSBA/MASA Model Policy 506 (Student Discipline)

Replacing:	Policy 5025
First Reading:	03-22-2016
Adopted:	**04-19-2016 ISD 709**
First Reading:	06-20-2023
Second Reading:	07-18-2023
Adopted:	07-18-2023
First Reading:	01-14-2025
Second Reading:	02-11-2025
Adopted:	02-25-2025

606.5 LIBRARY MATERIALS

I. PURPOSE

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

II. GENERAL STATEMENT OF PURPOSE

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

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

III. DEFINITIONS

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

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

Minnesota Statutes, section 124D.991, states that a school district or charter school library or school library media center provides equitable and free access to students, teachers, and administrators and that a school library or school library media center must have the following characteristics:

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

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

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

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

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

IV. RESPONSIBILITY FOR SELECTION OF LIBRARY MATERIALS

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

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

C. The procedures for selection and reconsideration set forth in this policy will be administered by:

1. a licensed library media specialist under Minnesota Rules, part 8710.4550;

2. an individual with a master's degree in library science or Library Media Specialist licensure; or

3. a professional librarian or a person trained in library collection management.

D. The school board may decline to purchase, lend, or shelve or remove access to library materials legitimately based on:

1. practical reasons, including but not limited to shelf space limitations, rare or antiquarian status, damage, or obsolescence;

2. legitimate pedagogical concerns, including but not limited to the appropriateness of potentially sensitive topics for the library's intended audience, the selection of library materials for a curated collection, or the likelihood of causing a material and substantial disruption of the work and discipline of the school; or

3. compliance with state or federal law.

V. SELECTION OF LIBRARY MATERIALS

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

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

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

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

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

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

   a. Artistic quality and/or literary style;

   b. Authenticity;

   c. Critical thinking;

   d. Educational significance;

   e. Factual content;

   f. High interest for intended audience; and

   g. Readability.

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

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

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

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

E. Gifts and Donations of Library Materials

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

VI. INDIVIDUAL STUDENT ACCESS TO SPECIFIC LIBRARY MATERIAL

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

from the library or restrictions upon any other student accessing specific library materials.

VII. RECONSIDERATION OF SPECIFIC LIBRARY MATERIAL

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

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

C. Informal Request for Reconsideration of Specific Library Material

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

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

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

D. Formal Request for Reconsideration of Specific Library Collection Material

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

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

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

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

   a. One member of the school district administration

   b. One principal

c. Two teachers

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

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

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

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

4. The Review Committee

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

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

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

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

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

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

VIII. CHALLENGE REPORT

Upon the completion of a content challenge or reconsideration process in accordance with this policy, the school board must submit a report of the challenge to the Commissioner of the Minnesota Department of Education that includes:

A. the title, author, and other relevant identifying information about the material being challenged;

B. the date, time, and location of any public hearing held on the challenge in question, including minutes or transcripts;

C. the result of the challenge or reconsideration request; and

D. accurate and timely information on who from the school district the Department of Education may contact with questions or follow-up.

IX. PROHIBITION ON RETALIATION

The school district may not discriminate against or discipline an employee for complying with Minnesota Statutes, section 134.51.

Legal References: Minn. Stat. § 120A.22, Subd. 9 (Compulsory Instruction)
Minn. Stat. § 123B.02 (General Powers of Independent School Districts)
Minn. Stat. § 123B.09 (School Board Responsibilities)
Minn. Stat. § 124D.991 (Public School Libraries and Media Centers)
Minn. Stat. § 134.51 (Access to Library Materials and Rights Protected)
Minn. Rules Part 8710.4550 (Library Media Specialists)
Bd. of Educ., Island Trees Union Free Sch. Dist. No. 26 v. Pico, 457 U.S. 853 (1982)
Virginia State Bd. of Educ. v. Barnette, 319 U.S. 624, 642 (1943)

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

First Reading: 11.21.23
Second Reading: 12.19.23
Adopted: 12.19.23
Reviewed: 01.28.25
Reviewed:

606.5 LIBRARY MATERIALS

I. PURPOSE

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

II. GENERAL STATEMENT OF PURPOSE

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

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

III. DEFINITIONS

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

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

Minnesota Statutes, section 124D.991, states that a school district or charter school library or school library media center provides equitable and free access to students, teachers, and administrators and that a school library or school library media center must have the following characteristics:

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

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

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

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

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

IV. RESPONSIBILITY FOR SELECTION OF LIBRARY MATERIALS

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

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

C. The procedures for selection and reconsideration set forth in this policy will be administered by:

1. a licensed library media specialist under Minnesota Rules, part 8710.4550;

2. an individual with a master's degree in library science or Library Media Specialist licensure; or

3. a professional librarian or a person trained in library collection management.

D. The school board may decline to purchase, lend, or shelve or remove access to library materials legitimately based on:

1. practical reasons, including but not limited to shelf space limitations, rare or antiquarian status, damage, or obsolescence;

2. legitimate pedagogical concerns, including but not limited to the appropriateness of potentially sensitive topics for the library's intended audience, the selection of library materials for a curated collection, or the likelihood of causing a material and substantial disruption of the work and discipline of the school; or

3. compliance with state or federal law.

V. SELECTION OF LIBRARY MATERIALS

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

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

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

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

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

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

   a. Artistic quality and/or literary style;

   b. Authenticity;

   c. Critical thinking;

   d. Educational significance;

   e. Factual content;

   f. High interest for intended audience; and

   g. Readability.

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

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

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

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

E. Gifts and Donations of Library Materials

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

VI. INDIVIDUAL STUDENT ACCESS TO SPECIFIC LIBRARY MATERIAL

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

from the library or restrictions upon any other student accessing specific library materials.

VII. RECONSIDERATION OF SPECIFIC LIBRARY MATERIAL

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

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

C. Informal Request for Reconsideration of Specific Library Material

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

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

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

D. Formal Request for Reconsideration of Specific Library Collection Material

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

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

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

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

   a. One member of the school district administration

   b. One principal

c. Two teachers

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

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

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

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

4. The Review Committee

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

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

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

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

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

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

VIII. CHALLENGE REPORT

Upon the completion of a content challenge or reconsideration process in accordance with this policy, the school board must submit a report of the challenge to the Commissioner of the Minnesota Department of Education that includes:

A. the title, author, and other relevant identifying information about the material being challenged;

B. the date, time, and location of any public hearing held on the challenge in question, including minutes or transcripts;

C. the result of the challenge or reconsideration request; and

D. accurate and timely information on who from the school district the Department of Education may contact with questions or follow-up.

IX. PROHIBITION ON RETALIATION

The school district may not discriminate against or discipline an employee for complying with Minnesota Statutes, section 134.51.

Legal References: Minn. Stat. § 120A.22, Subd. 9 (Compulsory Instruction)
Minn. Stat. § 123B.02 (General Powers of Independent School Districts)
Minn. Stat. § 123B.09 (School Board Responsibilities)
Minn. Stat. § 124D.991 (Public School Libraries and Media Centers)
Minn. Stat. § 134.51 (Access to Library Materials and Rights Protected)
Minn. Rules Part 8710.4550 (Library Media Specialists)
Bd. of Educ., Island Trees Union Free Sch. Dist. No. 26 v. Pico, 457 U.S. 853 (1982)
Virginia State Bd. of Educ. v. Barnette, 319 U.S. 624, 642 (1943)

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

First Reading: 11.21.23
Second Reading: 12.19.23
Adopted: 12.19.23
Reviewed: 01.28.25

606.5 LIBRARY MATERIALS

I. PURPOSE

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

II. GENERAL STATEMENT OF PURPOSE

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

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

III. DEFINITIONS

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

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

Minnesota Statutes, section 124D.91, states that a school district or charter school library or school library media center provides equitable and free access to students, teachers, and administrators and that a school library or school library media center must have the following characteristics:

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

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

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

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

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

IV. RESPONSIBILITY FOR SELECTION OF LIBRARY MATERIALS

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

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

C. The procedures for selection and reconsideration set forth in this policy will be administered by:

1. a licensed library media specialist under Minnesota Rules, part 8710.4550;

2. an individual with a master's degree in library science or Library Media Specialist licensure; or

3. a professional librarian or a person trained in library collection management.

D. The school board may decline to purchase, lend, or shelve or remove access to library materials legitimately based on:

1. practical reasons, including but not limited to shelf space limitations, rare or antiquarian status, damage, or obsolescence;

2. legitimate pedagogical concerns, including but not limited to the appropriateness of potentially sensitive topics for the library's intended audience, the selection of library materials for a curated collection, or the likelihood of causing a material and substantial disruption of the work and discipline of the school; or

3. compliance with state or federal law.

V. SELECTION OF LIBRARY MATERIALS

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

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

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

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

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

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

   a. Artistic quality and/or literary style;

   b. Authenticity;

   c. Critical thinking;

   d. Educational significance;

   e. Factual content;

   f. High interest for intended audience; and

   g. Readability.

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

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

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

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

E. Gifts and Donations of Library Materials

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

VI. INDIVIDUAL STUDENT ACCESS TO SPECIFIC LIBRARY MATERIAL

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

from the library or restrictions upon any other student accessing specific library materials.

VII. RECONSIDERATION OF SPECIFIC LIBRARY MATERIAL

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

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

C. Informal Request for Reconsideration of Specific Library Material

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

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

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

D. Formal Request for Reconsideration of Specific Library Collection Material

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

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

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

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

   a. One member of the school district administration

   b. One principal

c. Two teachers

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

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

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

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

4. The Review Committee

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

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

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

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

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

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

VIII. CHALLENGE REPORT

Upon the completion of a content challenge or reconsideration process in accordance with this policy, the school board must submit a report of the challenge to the Commissioner of the Minnesota Department of Education that includes:

A. the title, author, and other relevant identifying information about the material being challenged;

B. the date, time, and location of any public hearing held on the challenge in question, including minutes or transcripts;

C. the result of the challenge or reconsideration request; and

D. accurate and timely information on who from the school district the Department of Education may contact with questions or follow-up.

IX. PROHIBITION ON RETALIATION

The school district may not discriminate against or discipline an employee for complying with Minnesota Statutes, section 134.51.

Legal References: Minn. Stat. § 120A.22, Subd. 9 (Compulsory Instruction)
Minn. Stat. § 123B.02 (General Powers of Independent School Districts)
Minn. Stat. § 123B.09 (School Board Responsibilities)
Minn. Stat. § 124D.991 (Public School Libraries and Media Centers)
Minn. Stat. § 134.51 (Access to Library Materials and Rights Protected)
Minn. Rules Part 8710.4550 (Library Media Specialists)
Bd. of Educ., Island Trees Union Free Sch. Dist. No. 26 v. Pico, 457 U.S. 853 (1982)
Virginia State Bd. of Educ. v. Barnette, 319 U.S. 624, 642 (1943)

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

First Reading: 11.21.23
Second Reading: 12.19.23
Adopted: 12.19.23
Reviewed: 01.28.25

602 ORGANIZATION OF SCHOOL CALENDAR AND SCHOOL DAY

I. PURPOSE

The purpose of this policy is to provide for a timely determination of the school calendar and school day.

II. GENERAL STATEMENT OF POLICY

The school calendar and schedule of the school day are important to parents, students, employees, and the general public for advance, effective planning of the school year.

III. CALENDAR RESPONSIBILITY

A. The school calendar shall be adopted annually by the school board. It shall meet all provisions of Minnesota statutes pertaining to minimum number of school days and other provisions of law. The school calendar shall establish student days, workshop days for staff, provide for emergency closings and other information related to students, staff, and parents.

B. Except for learning programs during summer and flexible learning year programs, the school district will not commence an elementary or secondary school year before Labor Day, except as provided in Section III.B.1., III.B.2., or III.B.3. Days devoted to teacher's workshops may be held before Labor Day.

1. The school district may begin the school year on any day before Labor Day to accommodate a construction or remodeling project of $400,000 or more affecting a school district school facility.

2. The school district may begin the school year on any day before Labor Day if the school district has agreement under Minnesota Statutes, § section 123A.30, § 123A.32, or § 123A.35 with a school district that qualifies under Section III.B.1.

3. The school district may begin the school year on any day before Labor Day if the school district agrees to the same schedule with a school district in an adjoining state.

[NOTE: The 2025 Minnesota legislature enacted the following:

Notwithstanding Minnesota Statutes, section 120A.40, paragraph (a), or other law to the contrary, for the 2026-2027 and 2027-2028 school years only, a school board may vote to begin the school year on September 1 or later. Nothing in this section limits a district's authority to begin the school year on any day before Labor Day under section 120A.40, paragraph (b).]

C. Employee and advisory groups shall be provided an opportunity to participate in school calendar considerations through a meet and confer/labor management process.

IV. SCHOOL DAY RESPONSIBILITY

A. The superintendent shall be responsible for developing a schedule for the student day, subject to review by the school board. All requirements and provisions of Minnesota Statutes and Minnesota Department of Education Rules shall be met.

B. In developing the student day schedule, the superintendent shall consider such factors as school bus schedules, cooperative programs, differences in time requirements at various grade levels, effective utilization of facilities, cost effectiveness, and other concerns deserving of attention.

C. Proposed changes in the school day shall be subject to review and approval by the

school board.

V. E-LEARNING DAYS

A. An "e-learning day" is a school day where a school offers full access to online instruction provided by students' individual teachers due to inclement weather.

B. A school district may designate up to five e-learning days in one school year.

C. An e-learning day is counted as a day of instruction and included in the hours of instruction pursuant to Section III.A., above.

D. A school board may adopt an e-learning day plan after consulting with the exclusive representative of the teachers. The e-learning day plan developed by the school district will include accommodations for students without Internet access at home and for digital device access for families without the technology or with an insufficient amount of technology for the number of children in the household. The plan must also provide accessible options for students with disabilities.

E. The school district must notify parents and students of its e-learning day plan at the beginning of each school year.

F. When an e-learning day is declared by the school district, notice must be provided to parents and students at least two hours prior to the normal school start time that students will need to follow the e-learning day plan for that day.

G. On an e-learning day, each student's teacher must be accessible both online and by telephone during normal school hours to assist students and parents.

H. When the school district declares an e-learning day, it must continue to pay the full wages for scheduled work hours and benefits of all school employees for the duration of the e-learning period. During the e-learning period, school employees must be allowed to work from home to the extent practicable, be assigned to work in an alternative location, or be retained on an on-call basis for any potential need.

Legal References: Minn. Stat. § 10.55 (Juneteenth)
Minn. Stat. § 120A.40 (School Calendar)
Minn. Stat. § 120A.41 (Length of School Year; Hours of Instruction)
Minn. Stat. § 120A.414 (E-Learning Days)
Minn. Stat. § 120A.415 (Extended School Calendar)
Minn. Stat. § 120A.42 (Conduct of School on Certain Holidays)
Minn. Stat. § 122A.40, Subds. 7 and 7a (Employment; Contracts; Termination)
Minn. Stat. § 122A.41, Subds. 4 and 4a (Teacher Tenure Act; Cities of the First Class; Definitions)
Minn. Stat. § 123A.30 (Agreements for Secondary Education)
Minn. Stat. § 123A.32 (Interdistrict Cooperation)
Minn. Stat. § 123A.35 (Cooperation and Combination)
Minn. Stat. § 124D.126 (Powers and Duties of Commissioner; Flexible Learning Year Programs)
Minn. Stat. § 124D.151 (Voluntary Prekindergarten Program)
Minn. Stat. § 124E.25 (Payment of Aids to Charter Schools)
Minn. Stat. § 127A.41, Subd. 7 (Distribution of School Aids; Appropriation)
Minn. Stat. § 645.44 (Words and Phrases Defined)

Cross References: MSBA/MASA Model Policy 425 (Staff Development)

Replacing: Policy 6050
First Reading: 02-23-2016

Adopted: 03-22-2016
Reviewed: 12-19-2023

602 ORGANIZATION OF SCHOOL CALENDAR AND SCHOOL DAY

I. PURPOSE

The purpose of this policy is to provide for a timely determination of the school calendar and school day.

II. GENERAL STATEMENT OF POLICY

The school calendar and schedule of the school day are important to parents, students, employees, and the general public for advance, effective planning of the school year.

III. CALENDAR RESPONSIBILITY

A. The school calendar shall be adopted annually by the school board. It shall meet all provisions of Minnesota statutes pertaining to minimum number of school days and other provisions of law. The school calendar shall establish student days, workshop days for staff, provide for emergency closings and other information related to students, staff, and parents.

B. Except for learning programs during summer and flexible learning year programs, the school district will not commence an elementary or secondary school year before Labor Day, except as provided in Section III.B.1., III.B.2., or III.B.3. Days devoted to teacher's workshops may be held before Labor Day.

1. The school district may begin the school year on any day before Labor Day to accommodate a construction or remodeling project of $400,000 or more affecting a school district school facility.

2. The school district may begin the school year on any day before Labor Day if the school district has agreement under Minnesota Statutes, § section 123A.30, § 123A.32, or § 123A.35 with a school district that qualifies under Section III.B.1.

3. The school district may begin the school year on any day before Labor Day if the school district agrees to the same schedule with a school district in an adjoining state.

C. Employee and advisory groups shall be provided an opportunity to participate in school calendar considerations through a meet and confer/labor management process.

IV. SCHOOL DAY RESPONSIBILITY

A. The superintendent shall be responsible for developing a schedule for the student day, subject to review by the school board. All requirements and provisions of Minnesota Statutes and Minnesota Department of Education Rules shall be met.

B. In developing the student day schedule, the superintendent shall consider such factors as school bus schedules, cooperative programs, differences in time requirements at various grade levels, effective utilization of facilities, cost effectiveness, and other concerns deserving of attention.

C. Proposed changes in the school day shall be subject to review and approval by the school board.

V. E-LEARNING DAYS

A. An "e-learning day" is a school day where a school offers full access to online instruction provided by students' individual teachers due to inclement weather.

B. A school district may designate up to five e-learning days in one school year.

C. An e-learning day is counted as a day of instruction and included in the hours of instruction pursuant to Section III.A., above.

D. A school board may adopt an e-learning day plan after consulting with the exclusive representative of the teachers. The e-learning day plan developed by the school district will include accommodations for students without Internet access at home and for digital device access for families without the technology or with an insufficient amount of technology for the number of children in the household. The plan must also provide accessible options for students with disabilities.

E. The school district must notify parents and students of its e-learning day plan at the beginning of each school year.

F. When an e-learning day is declared by the school district, notice must be provided to parents and students at least two hours prior to the normal school start time that students will need to follow the e-learning day plan for that day.

G. On an e-learning day, each student's teacher must be accessible both online and by telephone during normal school hours to assist students and parents.

H. When the school district declares an e-learning day, it must continue to pay the full wages for scheduled work hours and benefits of all school employees for the duration of the e-learning period. During the e-learning period, school employees must be allowed to work from home to the extent practicable, be assigned to work in an alternative location, or be retained on an on-call basis for any potential need.

Legal References: Minn. Stat. § 10.55 (Juneteenth)
Minn. Stat. § 120A.40 (School Calendar)
Minn. Stat. § 120A.41 (Length of School Year; Hours of Instruction)
Minn. Stat. § 120A.414 (E-Learning Days)
Minn. Stat. § 120A.415 (Extended School Calendar)
Minn. Stat. § 120A.42 (Conduct of School on Certain Holidays)
Minn. Stat. § 122A.40, Subds. 7 and 7a (Employment; Contracts; Termination)
Minn. Stat. § 122A.41, Subds. 4 and 4a (Teacher Tenure Act; Cities of the First Class; Definitions)
Minn. Stat. § 123A.30 (Agreements for Secondary Education)
Minn. Stat. § 123A.32 (Interdistrict Cooperation)
Minn. Stat. § 123A.35 (Cooperation and Combination)
Minn. Stat. § 124D.126 (Powers and Duties of Commissioner; Flexible Learning Year Programs)
Minn. Stat. § 124D.151 (Voluntary Prekindergarten Program)
Minn. Stat. § 124E.25 (Payment of Aids to Charter Schools)
Minn. Stat. § 127A.41, Subd. 7 (Distribution of School Aids; Appropriation)
Minn. Stat. § 645.44 (Words and Phrases Defined)

Cross References: MSBA/MASA Model Policy 425 (Staff Development)

Replacing: Policy 6050
First Reading: 02-23-2016
Adopted: 03-22-2016
Reviewed: 12-19-2023

602 ORGANIZATION OF SCHOOL CALENDAR AND SCHOOL DAY

I. PURPOSE

The purpose of this policy is to provide for a timely determination of the school calendar and school day.

II. GENERAL STATEMENT OF POLICY

The school calendar and schedule of the school day are important to parents, students, employees, and the general public for advance, effective planning of the school year.

III. CALENDAR RESPONSIBILITY

A. The school calendar shall be adopted annually by the school board. It shall meet all provisions of Minnesota statutes pertaining to minimum number of school days and other provisions of law. The school calendar shall establish student days, workshop days for staff, provide for emergency closings and other information related to students, staff, and parents.

B. Except for learning programs during summer and flexible learning year programs, the school district will not commence an elementary or secondary school year before Labor Day, except as provided in Section III.B.1., III.B.2., or III.B.3. Days devoted to teacher's workshops may be held before Labor Day.

1. The school district may begin the school year on any day before Labor Day to accommodate a construction or remodeling project of $400,000 or more affecting a school district school facility.

2. The school district may begin the school year on any day before Labor Day if the school district has agreement under Minnesota Statutes, section 123A.30, 123A.32, or 123A.35 with a school district that qualifies under Section III.B.1.

3. The school district may begin the school year on any day before Labor Day if the school district agrees to the same schedule with a school district in an adjoining state.

C. Employee and advisory groups shall be provided an opportunity to participate in school calendar considerations through a meet and confer/labor management process.

IV. SCHOOL DAY RESPONSIBILITY

A. The superintendent shall be responsible for developing a schedule for the student day, subject to review by the school board. All requirements and provisions of Minnesota Statutes and Minnesota Department of Education Rules shall be met.

B. In developing the student day schedule, the superintendent shall consider such factors as school bus schedules, cooperative programs, differences in time requirements at various grade levels, effective utilization of facilities, cost effectiveness, and other concerns deserving of attention.

C. Proposed changes in the school day shall be subject to review and approval by the school board.

V. E-LEARNING DAYS

A. An "e-learning day" is a school day where a school offers full access to online instruction provided by students' individual teachers due to inclement weather.

B. A school district may designate up to five e-learning days in one school year.

C. An e-learning day is counted as a day of instruction and included in the hours of instruction pursuant to Section III.A., above.

D. A school board may adopt an e-learning day plan after consulting with the exclusive representative of the teachers. The e-learning day plan developed by the school district will include accommodations for students without Internet access at home and for digital device access for families without the technology or with an insufficient amount of technology for the number of children in the household. The plan must also provide accessible options for students with disabilities.

E. The school district must notify parents and students of its e-learning day plan at the beginning of each school year.

F. When an e-learning day is declared by the school district, notice must be provided to parents and students at least two hours prior to the normal school start time that students will need to follow the e-learning day plan for that day.

G. On an e-learning day, each student's teacher must be accessible both online and by telephone during normal school hours to assist students and parents.

H. When the school district declares an e-learning day, it must continue to pay the full wages for scheduled work hours and benefits of all school employees for the duration of the e-learning period. During the e-learning period, school employees must be allowed to work from home to the extent practicable, be assigned to work in an alternative location, or be retained on an on-call basis for any potential need.

Legal References: Minn. Stat. § 10.55 (Juneteenth)
Minn. Stat. § 120A.40 (School Calendar)
Minn. Stat. § 120A.41 (Length of School Year; Hours of Instruction)
Minn. Stat. § 120A.414 (E-Learning Days)
Minn. Stat. § 120A.415 (Extended School Calendar)
Minn. Stat. § 120A.42 (Conduct of School on Certain Holidays)
Minn. Stat. § 122A.40, Subds. 7 and 7a (Employment; Contracts; Termination)
Minn. Stat. § 122A.41, Subds. 4 and 4a (Teacher Tenure Act; Cities of the First Class; Definitions)
Minn. Stat. § 123A.30 (Agreements for Secondary Education)
Minn. Stat. § 123A.32 (Interdistrict Cooperation)
Minn. Stat. § 123A.35 (Cooperation and Combination)
Minn. Stat. § 124D.126 (Powers and Duties of Commissioner; Flexible Learning Year Programs)
Minn. Stat. § 124D.151 (Voluntary Prekindergarten Program)
Minn. Stat. § 124E.25 (Payment of Aids to Charter Schools)
Minn. Stat. § 127A.41, Subd. 7 (Distribution of School Aids; Appropriation)
Minn. Stat. § 645.44 (Words and Phrases Defined)

Cross References: MSBA/MASA Model Policy 425 (Staff Development)

Replacing: Policy 6050
First Reading: 02-23-2016
Adopted: 03-22-2016
Reviewed: 12-19-2023

2005 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

All administrative and supervisory personnel positions in the School District are established by the School Board and/or State of Minnesota Statutes. In the case of each administrator, the School Board will approve the purpose and function of the position in harmony with State Laws and Regulations, approve a statement of position qualifications and job expectations as prepared by the Superintendent. A job description for each School District administrative position shall be on file in the Superintendent's Office and in the Human and Community Resources and Relations Office.

An up-to-date chart of the School District's administrative staffing is available as Regulation 2005R. An administrative staffing chart shall be prepared by the Superintendent and approved by the School Board annually in order to clearly identify the School District's administrative staffing relationships. The administrative organization of the School District shall be considered as an orderly means of achieving the primary objectives of the School District which is an effective program of instruction for students. The general administrative organization of the School District shall be known as the single executive type of school administration with the School Board as the governing body and all activities under the direction of the Superintendent.

References: MSA 125.03, 125.11, 123.35
Minn. Reg. Ed. Chap. 17

Adopted: 06-09-1970 ISD 709
Revised: 06-20-1995 ISD 709

2020 ADMINISTRATIVE OPERATIONS

To guide the Superintendent in determining the pattern of his/her administrative operations, the School Board makes the following statement:

1. The School Board will devote its major effort to clarifying and establishing goals for the School District and adopting policies to guide the professional staff, to appraising results achieved in relation to the goals, and to performing such ministerial functions as required by law and state regulations.

2. The School Board wishes to maintain and foster good relations between itself and members of the professional staff, among residents and parents of the School District, and students in the schools. The School Board values the free interchange of ideas outside the established framework of direct responsibility as preeminently desirable in the School District. Nothing should be allowed to interrupt the free and open flow of ideas and assistance among personnel at every level.

3. The School Board encourages the Superintendent to keep abreast of, and to apply, the best known administrative and educational concepts and procedures designed to harness the total talents of the School District's personnel in enthusiastic pursuit of the goals of the schools.

4. School Board expects the district-wide administrative staff to assist principals and teachers develop, organize, administer, and supervise the schools' programs. The district-wide administrative staff should visit schools and be available for special help upon request. The procedures for operating the School District are developed through the cooperative action of support staff, teacher, and principals. Other functions of administrators who hold district-wide responsibilities include:

    - Conduct and direct research that determines the future development of the educational program.
    - Establish working relationship and communication channels among school personnel.
    - Help teachers and principals prepare budgets, and secure needed supplies and services.
    - Organize the resources of teachers and lay groups in program planning.
    - Assist in evaluating the school program.
    - Supervise the maintenance, operation, and repair of the school plant.
    - Provide pupil personnel services.
    - Participate in the supervision of instruction.
    - Assist in solving school problems.
    - Supervise the planning and construction of new facilities.
    - Provide special services for the orientation of new personnel.
    - Direct the program of continuous curriculum development.
    - Inform the public on the status and needs of the school program.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

2025 PRINCIPALS

The primary responsibility of a principal is to function as the instructional leader for the schools to which he/she is assigned. Additional areas of responsibility may be assigned to principals by the Director of School Operations to include: (1) consultant responsibilities in the principal's areas of interest and competency, and (2) leadership responsibilities in the review and updating of curriculum and methods of instruction in a particular field of study. Minimum qualifications of principals shall be those set by the State Department of Education.

References: MSA 125.03
Minn. Reg. Ed., Principals

Adopted: 04-13-1971 ISD 709
Revised: 06-20-1995 ISD 709

~~2030 ASSISTANT PRINCIPALS~~

~~Assistant principals may be appointed to various schools upon the recommendation of the Superintendent and approval by the School Board. Assistant principals will be responsible to their respective principals for carrying out the duties included in the School District's Assistant Principal job description and any additional duties specified by their respective principals.~~

~~Reference: Minn. Reg. Ed., Principals~~

~~Adopted: 06-09-1970 ISD 709~~
~~Revised: 06-20-1995 ISD 709~~

2040 INTERNSHIPS

The School Board shall grant, as the budget permits, a limited number of qualified persons who are candidates in a doctoral program of an accredited institution to participate in a paid internship in the School District. Persons participating in such a program shall be paid a salary commensurate with the services they are rendering and be recommended by the Superintendent and approved by the School Board on an individual basis. An intern shall be responsible to the administrator to whom he/she is assigned.

Reference: Minn. Reg. Ed., Intern

Adopted: 06-09-1970 ISD 709
Revised: 06-20-1995 ISD 709

2055 QUALITY OF WORK LIFE - PHILOSOPHY

It is the goal of the School Board to achieve excellence in teaching, student achievement, community involvement, and general operations throughout the School District. It is the conviction of the School Board that the only way in which that goal may be achieved is through pooling the talent and wisdom of all of the employees of the School District. Therefore, it shall be the policy of the School District that programs of employee involvement and participation in problem solving and decision making processes shall be encouraged. Specifically, excellence in management shall be understood to be that management which:

1. Encourages participation and creativity among staff.
2. Builds commitment to shared goals.
3. Structures employee involvement so employees are routinely involved in decisions which affect them.
4. Sets a high priority on advocating for ideas generated by subordinates.
5. Develops a strong sense of trust and collegiality among all staff members in the pursuit of the goal of excellence.

Therefore, all supervisory personnel including principals, assistant superintendents, directors, and the Superintendent shall be expected to create and maintain a work environment that encourages employee participation, enhances communications within the School District, and promotes the general welfare of students and the morale of staff. All employees are called upon to work cooperatively and openly to maintain a network of communications which results in a shared pride in shared work and achievement of our common goal of excellence.

Reference: MS 179A.08, Sec. 9, Subd. I

Adopted: 06-09-1970 ISD 709
Revised: 09-11-1984
06-20-1995 ISD 709

2060 CURRICULUM DEVELOPMENT COMMITTEES

Curriculum Development Committees may be set up for the various areas of learning by the Director of Curriculum, Instruction & Assessment with approval by the Superintendent. Members of these committees must include teachers, administrative supervisors, and parents. Functions of a Curriculum Development Committee shall include:

1. Organize itself into a working body submitting any requests for hiring of consultants to assist in the project to the Superintendent for School Board approval.
2. Set up a schedule of meetings with a target completion date.
3. Survey various current curricula.
4. Develop a recommended new curriculum.
5. Select proper text materials, audio-visual aids, and related teaching materials.
6. Present proposal to the Director of Curriculum, Instruction & Assessment and the Superintendent.
7. Present proposal to the School Board.
8. If approved, publish curriculum materials.

Adopted: 06-09-1970 ISD 709
Revised: 06-20-1995 ISD 709

2070 - POLICIES, REGULATIONS, AND BY-LAWS - CONTROL

The Superintendent will appoint an administrator to establish and maintain an orderly plan for reviewing, updating, and making accessible the policies adopted by the School Board and the administrative rules and regulations needed to put them into effect. Accessibility is to extend to all employees of the School District, and to persons in the community on a need-to-know basis as determined by the Superintendent.

The Superintendent shall assign to an administrator the responsibility to keep the policies of the School Board up-to-date, and see to it that official copies of changes are sent to all personnel and organizations that have a copy of the Policies, Regulations, and By-Laws of the School Board. All proposed changes in policy must be submitted to the assigned administrator of the Policies, Regulations, and By-Laws where it will be studied and referred to the School Board for adoption or rejection. All books of adopted Policies, Regulations, and By-Laws must be kept up-to-date to ensure uniformity through the School District.

Adopted: 06-09-1970 ISD 709
Revised: 06-20-1995 ISD 709

2075 SCHOOL CLOSING PROCEDURES

The process by which schools will be closed, consolidated, or merged involves a number of important studies and accurate data gathering, all within a spelled out time frame. The following outline identifies the areas to be studied, data needed, and the decision-making schedule by the School Board relative to school closings:

1. **Compilation of data in cooperation with school communities.**
   - a. Demographic analysis (enrollment)
     - (1) School District enrollment trends and projections
     - (2) Enrollments by attendance areas (preferably contiguous)
     - (3) Transportation and redistricting
     - (4) Potential school reorganizations
     - (5) Consideration of alternates to K-6, 7-8, 9-12
     - (6) Related community developments and review by the City Planning Department
   - b. Facility analysis matched to programs and services
     - (1) Long term facility plan
     - (2) Short term facility fit
     - (3) Program, service, and organization improvements
     - (4) Program, service, and organization detractors
   - c. Cost analysis
     - (1) Salaries:
       - Administrative
       - Specialist teachers
       - Educational Assistants
       - Clerical
       - Custodial
     - (2) Related:
       - Fringe benefits on salaries
       - Utilities, fuel, maintenance supplies
       - Transportation
       - Remodeling costs
   - d. Disposal plan for unneeded facilities or buildings

2. **Review by affected communities (neighborhoods)**
   - a. Discussion with staff at involved schools
   - b. Community presentations and hearings by administrative sta ff
   - c. Review of community suggestions and/or criticisms

3. **Review by School Board**

4. **Schedule public hearing by School Board**
   - a. At school location
   - b. At least one week prior to final decision

5. **School Board decision**
   - a. Regular or Special School Board meeting
   - b. At least one week after the public hearing

Adopted: 02-11-1975 ISD 709
Revised: 06-20-1995 ISD 709

Monthly Committee of the Whole Board Meeting
Duluth Public Schools, ISD 709
Agenda
Thursday, September 4, 2025
District Services Center
709 Portia Johnson Dr.
Duluth, MN 55811
4:30 PM

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **AGENDA ITEMS**
   - A. Strategic Plan Alignment
     - 1) Advancing Equity - N/A
     - 2) Improving Systems
       - a. Summary of 2024-2025 Superintendent Evaluation
     - 3) Supporting Every Student
       - a. State Accountability Review 2
       - b. One-Time Supplemental Head Start Nutrition Grant 25
       - c. SRTS Planning Process 40
       - d. District Safety and Crisis Response Update 52
   - B. Budget Update - N/A
   - C. Other
4. **ADJOURN**

COW Agenda Cover Sheet

Meeting Date: September 4, 2025

Topic: Every Student Succeeds: Accountability

Presenter(s): Brenda Spartz / Jen Larva

Attachment:

Brief Summary of Presentation or Topic (no more than a few sentences):
State & Local Assessments and North Star Accountability

This Requires School Board Approval : No

Duluth Public Schools

Committee of the Whole

Supporting Every Student:
Accountability

September 4, 2025

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.

Today, we will be presenting and discussing information pertaining to:

State & Local Assessments Results

&

North Star Accountability Identification

STATE ASSESSMENT

Minnesota Comprehensive Assessments (MCAs)

2025 Reading MCA: By Grade & Overall

3rd, 6th, & 8th grades made gains on MCA Reading from 2024 to 2025…

MCA Reading: By Grade 2024 VS 2025			
Grade	2024 % Meets + Exceeds	2025 % Meets + Exceeds	Increase or Decrease
3rd	47.7%	50.8%	3.1%
4th	54.1%	52.6%	-1.5%
5th	68.8%	66.0%	-2.8%
6th	58.9%	61.5%	2.6%
7th	53.6%	53.1%	-0.5%
8th	51.2%	52.2%	1.0%
10th	63.3%	53.8%	-9.5%
ALL	56.8%	55.7%	-1.1%

MCA Reading: By Grade & Overall Duluth Compared to MN			
Grade	Duluth 2025 % Meets + Exceeds	MN 2025 % Meets + Exceeds	Comparison
3rd	50.8%	46.1%	4.7%
4th	52.6%	46.3%	6.3%
5th	66.0%	57.1%	8.9%
6th	61.5%	54.1%	7.4%
7th	53.1%	46.2%	6.9%
8th	52.2%	46.0%	6.2%
10th	53.8%	51.3%	2.5%
ALL	55.7%	49.6%	6.1%

All grades are above the state average in reading… every grade!

2025 Reading MCA: State Race / Ethnicity

MCA Reading: State Race / Ethnicity 2024 VS 2025			
State Race / Ethnicity	Duluth 2024 % Meets + Exceeds	Duluth 2025 % Meets + Exceeds	Comparison
American Indian	33.7%	35.5%	1.8%
Asian	74.4%	77.5%	3.1%
Hispanic or Latino	56.6%	57.1%	0.5%
Black or African Am	17.6%	20.8%	3.2%
Two or More Races	42.9%	39.4%	-3.5%
White	61.6%	60.5%	-1.1%

MCA Reading: State Race/Ethnicity Duluth Compared to MN			
State Race / Ethnicity	Duluth 2025 % Meets + Exceeds	MN 2025 % Meets + Exceeds	Comparison
American Indian	35.5%	33.1%	2.4%
Asian	77.5%	44.4%	33.1%
Hispanic or Latino	57.1%	28.7%	28.4%
Black or African Am	20.8%	31.0%	-10.2%
Two or More Races	39.4%	50.4%	-11.0%
White	60.5%	58.7%	1.8%

American Indian; Asian; Hisp/Latino; Black/ African American all realized increases in MCA Reading from 2024 to 2025.

Duluth students outperformed MN on average on Reading MCA 2025: American Indian; Asian; Hispanic/Latino; White.

2025 Reading MCA: Comparison Groups

523

MCA Reading: Comparison Groups 2024 VS 2025			
Comparison Groups	Duluth 2024 % Meets + Exceeds	Duluth 2025 % Meets + Exceeds	Comparison
Special Education	24.8%	24.8%	0.0%
Not Special Education	51.9%	63.7%	11.8%
Free or Reduced Meals	38.1%	37.3%	-0.8%
Not Free/Reduced Meals	58.6%	66.6%	8.0%
English Learner (EL)	31.7%	28.2%	-3.5%
Not English Learner (EL)	46.8%	56.0%	9.2%

MCA Reading: Comparison Groups Duluth Compared to MN			
Comparison Groups	Duluth 2025 % Meets + Exceeds	MN 2025 % Meets + Exceeds	Comparison
Special Education	24.8%	25.1%	-0.3%
Not Special Education	63.7%	54.6%	9.1%
Free or Reduced Meals	37.3%	32.6%	4.7%
Not Free/Reduced Meals	66.6%	61.1%	5.5%
English Learner (EL)	28.2%	9.9%	18.3%
Not English Learner (EL)	56.0%	54.4%	1.6%

Some comparison groups had significant gains from 2024 to 2025: Not Spec Ed; Not Free/Reduced Meals; Not EL.

When compared with MN, Duluth students outperformed the state on Reading MCA 2025 across most comparison groups.

198

2025 Reading MCA: By Cohorts

	Stowe			Myers-Wilkins			Laura MacArthur			Piedmont			Congdon Park		
	2024	2025	Cohort	2024	2025	Cohort	2024	2025	Cohort	2024	2025	Cohort	2024	2025	Cohort
´25 3rd		14.7%			40.4%			31.5%			50.0%			64.7%	
´24 3rd to ´25 4th	26.3%	32.4%	6.1%	17.0%	20.4%	3.4%	25.6%	34.1%	8.5%	37.3%	63.9%	26.6%	59.8%	64.6%	4.8%
´24 4th to ´25 5th	30.6%	45.9%	15.3%	12.5%	20.9%	8.4%	24.4%	36.4%	12.0%	42.6%	58.8%	16.2%	74.7%	89.0%	14.3%
Overall		31.5%			27.8%			33.8%			57.6%			73.9%	

	Lowell ENG/Ojibwe			Lakewood			Homecroft			Lester Park			Lowell Spanish		
	2024	2025	Cohort	2024	2025	Cohort	2024	2025	Cohort	2024	2025	Cohort	2024	2025	Cohort
´25 3rd		40.0%			74.0%			60.3%			57.3%			52.5%	
´24 3rd to ´25 4th	37.2%	45.5%	8.3%	72.9%	63.0%	-9.9%	68.1%	57.5%	-10.6%	61.0%	61.5%	0.5%	43.1%	55.1%	12.0%
´24 4th to ´25 5th	52.9%	57.4%	4.5%	73.7%	84.6%	10.9%	65.4%	81.8%	16.4%	66.3%	75.0%	8.7%	59.6%	65.2%	5.6%
Overall		47.7%			73.3%			66.8%			65.0%			57.1%	

	All Elementary		
	2024	2025	Cohort
´25 3rd		50.1%	
´24 3rd to ´25 4th	47.7%	52.6%	4.9%
´24 4th to ´25 5th	54.1%	66.2%	12.1%
Overall		56.3%	

90% of the elem cohorts (4th & 5th grades) had growth in reading!

= Double Digit Growth

2025 Math MCA: By Grade & Overall

3rd, 6th, & 7th grades made gains on MCA Math from 2024 to 2025…

MCA Math: By Grade 2024 VS 2025			
Grade	2024 % Meets + Exceeds	2025 % Meets + Exceeds	Increase or Decrease
3rd	57.8%	59.1%	1.3%
4th	58.0%	57.1%	-0.9%
5th	50.2%	45.4%	-4.8%
6th	36.8%	37.2%	0.4%
7th	38.8%	43.1%	4.3%
8th	45.0%	37.5%	-7.5%
11th	37.5%	33.7%	-3.8%
ALL	46.9%	45.1%	-1.8%

MCA Math: By Grade & Overall Duluth Compared to MN			
Grade	Duluth 2025 % Meets + Exceeds	MN 2025 % Meets + Exceeds	Comparison
3rd	59.1%	57.9%	1.2%
4th	57.1%	55.6%	1.5%
5th	45.4%	42.9%	2.5%
6th	37.2%	40.1%	-2.9%
7th	43.1%	40.9%	2.2%
8th	37.5%	41.9%	-4.4%
11th	33.7%	35.0%	-1.3%
ALL	45.1%	45.2%	-0.1%

3rd, 4th, 5th, & 7th grades outperformed the state on average in math…

2025 Math MCA: State Race / Ethnicity

526

MCA Math: State Race / Ethnicity 2024 VS 2025			
State Race / Ethnicity	Duluth 2024 % Meets + Exceeds	Duluth 2025 % Meets + Exceeds	Comparison
American Indian	19.8%	18.0%	-1.8%
Asian	79.5%	71.8%	-7.7%
Hispanic or Latino	48.6%	43.1%	-5.5%
Black or African Am	9.0%	13.1%	4.1%
Two or More Races	29.8%	27.9%	-1.9%
White	51.9%	50.4%	-1.5%

MCA Math: State Race/Ethnicity Duluth Compared to MN			
State Race / Ethnicity	Duluth 2025 % Meets + Exceeds	MN 2025 % Meets + Exceeds	Comparison
American Indian	18.0%	24.9%	-6.9%
Asian	71.8%	43.1%	28.7%
Hispanic or Latino	43.1%	22.4%	20.7%
Black or African Am	13.1%	22.5%	-9.4%
Two or More Races	27.9%	43.6%	-15.7%
White	50.4%	55.4%	-5.0%

Black / African American students realized a 4.1% increase in MCA Math from 2024 to 2025.

Duluth Asian and Hispanic/Latino students outperformed MN on average on Math MCA 2025.

2025 Math MCA: Comparison Groups

527

MCA Math: Comparison Groups 2024 VS 2025			
Comparison Groups	Duluth 2024 % Meets + Exceeds	Duluth 2025 % Meets + Exceeds	Comparison
Special Education	23.4%	20.1%	-3.3%
Not Special Education	51.9%	51.6%	-0.3%
Free or Reduced Meals	28.8%	26.4%	-2.4%
Not Free/Reduced Meals	58.6%	56.1%	-2.5%
English Learner (EL)	35.7%	37.1%	1.4%
Not English Learner (EL)	46.8%	45.2%	-1.6%

MCA Math: Comparison Groups Duluth Compared to MN			
Comparison Groups	Duluth 2025 % Meets + Exceeds	MN 2025 % Meets + Exceeds	Comparison
Special Education	20.1%	24.3%	-4.2%
Not Special Education	51.6%	49.5%	2.1%
Free or Reduced Meals	26.4%	26.5%	-0.1%
Not Free/Reduced Meals	56.1%	57.8%	-1.7%
English Learner (EL)	37.1%	12.6%	24.5%
Not English Learner (EL)	45.2%	49.2%	-4.0%

English Learners made gains in math from 2024 to 2025.

When compared with MN, Duluth students not qualified for special education and ELL students outperformed the state on Math MCA 2025.

LOCAL ASSESSMENT

FastBridge

Renaissance
FastBridge

www.ISD709.org
Duluth
Public Schools
Every Student. Every Day.

FastBridge: Kindergarten

529

Early Reading English Composite			
Percent of K Meeting Expected Benchmark			
Assessment Year	Fall	Spring	Increase/ Decrease
2021-2022	51.3%	35.5%	-15.8%
2022-2023	53.4%	38.9%	-14.5%
2023-2024	57.2%	46.2%	-11.0%
2024-2025	59.8%	44.7%	-15.1%
Avg Over 4 Yrs	**55.4%**	**41.3%**	**-14.1%**

Early Math Composite			
Percent of K Meeting Expected Benchmark			
Assessment Year	Fall	Spring	Increase/ Decrease
2021-2022	65.9%	67.9%	2.0%
2022-2023	65.5%	66.6%	1.1%
2023-2024	73.2%	67.0%	-6.2%
2024-2025	72.1%	68.8%	-3.3%
Avg Over 4 Yrs	**69.2%**	**67.6%**	**-1.6%**

Subskill - Letters Sounds			
Percent of K Meeting Expected Benchmark			
Assessment Year	Fall	Spring	Increase/ Decrease
2021-2022	38.9%	36.0%	-2.9%
2022-2023	34.6%	44.8%	10.2%
2023-2024	47.9%	54.3%	6.4%
2024-2025	46.5%	52.3%	5.8%
Avg Over 4 Yrs	**42.0%**	**46.9%**	**4.9%**

Sub-skill screening assessment letter sound per minute for fluency is a predictor for future successful reading skills.

165

FastBridge: 1st Grade

530

Early Reading English Composite			
Percent of 1st G Meeting Expected Benchmark			
Assessment Year	Fall	Spring	Increase/ Decrease
2021-2022	29.6%	45.8%	16.2%
2022-2023	36.6%	53.6%	17.0%
2023-2024	34.2%	52.2%	18.0%
2024-2025	38.4%	47.9%	9.5%
Avg Over 4 Yrs	**34.7%**	**49.9%**	**15.2%**

Early Math Composite			
Percent of 1st G Meeting Expected Benchmark			
Assessment Year	Fall	Spring	Increase/ Decrease
2021-2022	63.1%	65.0%	1.9%
2022-2023	66.5%	71.0%	4.5%
2023-2024	69.0%	67.2%	-1.8%
2024-2025	69.9%	62.2%	-7.7%
Avg Over 4 Yrs	**67.1%**	**66.4%**	**-0.8%**

FastBridge: 2nd Grade

531

Fast aReading			
Percent of 2nd G Meeting Expected Benchmark			
Assessment Year	Fall	Spring	Increase/ Decrease
2021-2022	43.5%	56.2%	12.7%
2022-2023	47.6%	57.0%	9.4%
2023-2024	51.5%	58.0%	6.5%
2024-2025	54.6%	58.5%	3.9%
Avg Over 4 Yrs	**49.3%**	**57.4%**	**8.1%**

Fast aMath			
Percent of 2nd G Meeting Expected Benchmark			
Assessment Year	Fall	Spring	Increase/ Decrease
2021-2022	59.2%	61.7%	2.5%
2022-2023	62.8%	63.3%	0.5%
2023-2024	62.1%	64.2%	2.1%
2024-2025	63.2%	61.5%	-1.7%
Avg Over 4 Yrs	**61.8%**	**62.7%**	**0.8%**

North Star Accountability

www.ISD709.org
Duluth Public Schools
Every Student. Every Day.

North Star Accountability

Overarchingly…

MN North Star system designed to fulfill requirements of federal **E**very **S**tudent **S**ucceeds **A**ct (ESSA)

- Signed into law December 2015

Identification

- Identification occurs every 3 years
  - **2025-2026: Year 1** in current cycle
  - Next identification - August 2028
- Identify individual schools for support based on student groups not meeting expected outcomes or continuing to not meet thresholds

As a side note…

- *North Star Accountability* uses complicated calculations for reporting data. Hence, data accessed through *"North Star",* as cited on **MDE Report Card,** will not equal the basic data reported for general year to year proficiency (students meeting or exceeding the standards on MCAs for math, reading, or consistent attendance).

North Star Accountability

3 Stages: Identification Process

- **Stage 1**
  - Math Achievement
  - Reading Achievement
  - Progress Toward English Language (EL) Proficiency
- **Stage 2**
  - Math Progress (elem/middle schools)
  - Reading Progress (elem/middle schools)
  - 4 & 7 year grad rates (high schools)
- **Stage 3**
  - Consistent Attendance

2 Types of Support for Schools

534

Comprehensive Support and Improvement (CSI)

- Title I schools performing in lowest 5% in MN
- High schools 4-year grad rate below 67% overall or for any student group
- Schools where same student group performs below thresholds for at least one indicator in each stage for two identification cycles in a row

Targeted Support and Improvement (TSI)

- Schools where one or more student groups are performing at or below thresholds for at least one indicator in each stage

Non-Exit

- CSI or TSI schools that have not yet met the exit criteria from a previous identification cycle.

❖ District will provide support for all levels for 2025-2026.

❖ District level support will come from *COMPASS through the NorthEast Service Cooperative (MDE).

*COMPASS = Collaborative Minnesota Partnerships to Advance Student Success (statewide system of continuous improvement)

Duluth North Star Accountability: 2025 Identification				
School	2025			
	Support Level	Student Group	Reason	
Myers-Wilkins	Targeted	American Indian	Multi-yr avg below thresholds on at least 1 indicator per stage	
		Black/ African American	Multi-yr avg below thresholds on at least 1 indicator per stage	
		2 or More Races	Multi-yr avg below thresholds on at least 1 indicator per stage	
		Free/Reduced	Multi-yr avg below thresholds on at least 1 indicator per stage	
			Below performance thresholds in each of the last 3 yrs on at least 1 indicator per stage	
		Spec Ed	Multi-yr avg below thresholds on at least 1 indicator per stage	
			Below performance thresholds in each of the last 3 yrs on at least 1 indicator per stage	
		White	Multi-yr avg below thresholds on at least 1 indicator per stage	
	Comprehensive	Overall	Lowest 5% of TItle I Schools	
		Black	Continue - did not meet thresholds	Non-exit
		Spec Ed	Continue - did not meet thresholds	Non-exit
Congdon	Comprehensive	Spec Ed	Did not meet exit criteria	Non-exit

Duluth North Star Accountability: 2025 Identification				
School	2025			
	Support Level	Student Group	Reason	
Laura MacArthur	Targeted	Spec Ed	Multi-yr avg below thresholds on at least 1 indicator per stage	
	Comprehensive	Spec Ed	Multi-yr avg below thresholds; at least 1 indicator per stage; last 2 cycles	
		Free/Reduced	Multi-yr avg below thresholds; at least 1 indicator per stage; last 2 cycles	
		2 or More	Multi-yr avg below thresholds; at least 1 indicator per stage; last 2 cycles	
Stowe	Targeted	Spec Ed	Multi-yr avg below thresholds on at least 1 indicator per stage	
	Comprehensive	Spec Ed	Did not meet exit criteria	Non-exit
		Free/Reduced	Did not meet exit criteria	Non-exit
Piedmont	Targeted	American Ind	Multi-yr avg below thresholds on at least 1 indicator per stage	
	Comprehensive	Spec Ed	Did not meet exit criteria	Non-exit
Lowell ENG/Ojibwe	Targeted	American Ind	Multi-yr avg below thresholds on at least 1 indicator per stage	
	Comprehensive	Spec Ed	Did not meet exit criteria	Non-exit
ALC Independent Study	Comprehensive	Overall	4 Yr Grad Rate	

Contact Information

Brenda Spartz
Director of Elementary Education
brenda.spartz@isd709.org

Jen Larva
Director of Secondary Education
jen.larva@isd709.org

COW Agenda Cover Sheet

Meeting Date: September 4, 2025

Topic: One-Time Supplemental Head Start Nutrition Grant

Presenter(s): Barbara Eckberg, Head Start Director

Attachment: grant narrative and signature page

Brief Summary of Presentation or Topic (no more than a few sentences):

Duluth Head Start has applied for a $5000.00 one-time supplemental nutrition grant. Taste and Non-Taste Experiences for Preschool Children offering taste, dramatic play, sensory, and literacy activities to promote fruit and vegetable exposure in the preschool classroom.

This Requires School Board Approval : Signature of the Governing Board is required by September 5, 2025 to meet the OHS priority deadline.

One-Time Head Start Supplemental Nutrition Grant

Requested funds from the Office of Head Start

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.

The requested one-time funds for nutrition and health, through the Office of Head Start, log number ACF-OHS-PI-25-02 will focus on grant area 3: Nutrition and Education Resources for Head Start children in the Duluth Preschool classroom setting.

The requested funds will be used to promote taste and non-taste exposures for the children in each of the 13 Head Start classes. Duluth Preschool Head Start children will have the opportunity to taste new, novel, and familiar fruits and vegetables, paired with literacy and classroom community activities.

Both the taste and non-taste fruits and vegetables experiences will take place 2 times per month, in each of the 13 Duluth Preschool Head Start classes, from December 2025 through May 2026.

The classroom teaching staff will be guided by the Head Start Nutrition Coordinator and Head Start Education Coordinator in the implementation of the taste and non-taste fruits and vegetables experiences and supporting activities.

546

Parents will be included in the experience through take-home ideas for increasing fruit and vegetable consumption in their preschoolers, shared through the ChildPlus platform.

182

A final take-home book will allow each Head Start family to try a taste and non-taste fruit and vegetable experience in their own home. Parents will be prompted to explore taste, texture, colors, and descriptive vocabulary in the home setting, providing an effective and appropriate way to improve fruit and vegetable intake in their preschool children.

The budget for this proposal includes the taste component of the experience of $2000.00 for fresh fruits and vegetables, based on the July 2025 USDA food price outlook. The budget will also include $3000.00 for children's books depicting or including fruits and vegetables for the classrooms and each of the children's families. Duluth Preschool in-kind includes the service of the teaching staff, Nutrition Coordinator, Education Coordinator and ChildPlus Communication Platform. The total requested funds through the Office of Head Start, log number ACF-OHS-PI-25-02 for Head Start children in the Duluth Preschool is $5000.00

548

183

Questions?

- Any questions?
- Comments?
- Concerns?
- Feedback?

Program Narrative

Duluth Preschool blends and braids funds, through a mixed delivery format, with funds from Head Start and the State of Minnesota. Duluth Preschool offers 13 class options in 8 elementary schools within the school boundaries of Independent School District 70, in Duluth, Minnesota. Duluth Preschool is an inclusive high quality early childhood program for children 3-5 years of age. Meeting each child in his or her developmental milestones allows the activities and experiences offered to strengthen and build a child's social emotional skills, language & literacy, health & nutrition, and physical skills. We are proud to be one of the first preschool programs in the state to earn a Four-Star Rating from Minnesota Parent Aware- the highest rating possible!

The Head Start student enrollment in the Duluth Preschool for the 2024-25 program year was 184 children, or 97% of the funded slots. 77 Head Start students were identified with developmental disabilities during the program year. The identified children were provided special education services in an inclusive preschool setting, the least restrictive environment. The health and wellness of the Duluth Preschool Head Start students includes 84% of students up to date on dental exams, 70% of students up to date on well-child checks, and 98% of children are up to date on immunizations.

The requested one-time funds for nutrition and health, through the Office of Head Start, log number ACF-OHS-PI-25-02 will focus on area 3: Nutrition and Education Resources for Head Start children in the Duluth Preschool classroom setting. The requested funds will be used to promote taste and non-taste exposures for the children in each of the 13 Head Start classes. Duluth Preschool Head Start children will have the opportunity to taste new, novel, and familiar fruits and vegetables, paired with literacy and classroom community activities. Research indicates that taste and non-taste exposures of food can increase preschool children's

willingness to engage with food exploration behaviors (Johnson, A.R., Johnson, N.R., 2025). Non-taste exposures of food include sensory and visual exploration of the food, with a focus on new, novel, and familiar fruits and vegetables.

Additionally, the impact of visual exposure will also include exploring fruits and vegetables through preschool-appropriate books. Research indicates that stories and pictures of vegetables and (fruits) increase the willingness of preschoolers to taste them (Braga-Pontes, C., Simoes-Dias, S., Lages, M., Guarino, M., Graca, P., 2021). Duluth Preschool Head Start children will have an opportunity to explore fruits and vegetables through a variety of books, shared in the classroom setting, paired with visual vocabulary cards, language, and dramatic play opportunities.

Both the taste and non-taste fruits and vegetables experiences will take place 2 times per month, in each of the 13 Duluth Preschool Head Start classes, from December 2025 through May 2026. The classroom teaching staff will be guided by the Head Start Nutrition Coordinator and Head Start Education Coordinator in the implementation of the taste and non-taste fruits and vegetables experiences and supporting activities. Parents will be included in the experience through take-home ideas for increasing fruit and vegetable consumption in their preschoolers, shared through the ChildPlus platform. A final take-home book will allow each Head Start family to try a taste and non-taste fruit and vegetable experience in their own home. Parents will be prompted to explore taste, texture, colors, and descriptive vocabulary in the home setting, providing an effective and appropriate way to improve fruit and vegetable intake in their preschool children.

Citations:

Braga-Pontes, C., Simoes-Dias, S., Lages, M., Guarino, M., Graca, P., Nutrition education strategies to promote vegetable consumption in preschool children: the Veggies4myHeart project, *Public Health Nutrition*, 25(4), 1061-1070.

Johnson, A.R., Johnson, N.R., To Taste or Not to Taste, A Narrative Review of the Effectiveness of Taste and Non-Taste Exposures on Dietary Intake of Head Start Children, *Nutrients*, 2025,17,1817.

Budget Narrative

The requested one-time funds for nutrition and health, through the Office of Head Start, log number ACF-OHS-PI-25-02 will focus on area 3: Nutrition and Education Resources for Head Start children in the Duluth Preschool classroom setting. The budget for this proposal includes the taste component of the experience of $2000.00 for fresh fruits and vegetables, based on the July 2025 USDA food price outlook. The budget will also include $3000.00 for children's books depicting or including fruits and vegetables for the classrooms and each of the children's families. Duluth Preschool in-kind includes the service of the teaching staff, Nutrition Coordinator, Education Coordinator and ChildPlus Communication Platform. The total requested funds through the Office of Head Start, log number ACF-OHS-PI-25-02 for Head Start children in the Duluth Preschool is $5000.00

Link to slides

OHS Supplemental Nutrition Grant Request

Duluth Public Schools Federal Head Start One-Time Supplemental Nutrition Grant

Funding Type: OHS Nutrition Education and Resources

Total Request: $5000.00

Grant Goals:

1. Taste exposure opportunities for preschool children in the classroom setting.
2. Non-taste experiences for preschool children in the classroom setting.
3. Parent engagement opportunities in the home setting, for both taste and non-taste fruit and vegetable exposure for the preschool child and his/her family.

Signatures indicate approval of the OHS grant application/request

_____ Kelly Durick-Eder, School Board Chairperson

_____ Date

_____ Kristi Meyer-Fladwood, Head Start Policy Council Chair

_____ Date

COW Agenda Cover Sheet

Meeting Date: 9/4/2025

Topic: Duluth SRTS Planning Process

Presenter(s): Andie Heil SRTS Coordinator, Gavin Bukovich ARDC Planner

Attachment: Duluth SRTS COW Presentation.pptx

Brief Summary of Presentation or Topic (no more than a few sentences):
Duluth Safe Routes to School program was awarded a MnDOT Planning Assistance Grant in 2025 in the amount of $260k+. The Duluth SRTS program is working to create a plan to make it safer and easier for K-8 students to walk, bike, and roll to school. This initiative is a collaboration between Duluth Public Schools and the Arrowhead Regional Development Commission (ARDC) and is funded by the Minnesota Department of Transportation (MnDOT). The final product will be a strategic document to improve the city's pedestrian and bike network , which will also create opportunities for new grants to fund infrastructure and programming.

This Requires School Board Approval : No

Duluth Safe Routes to School

Planning Assistance Process

Presented By:
Andie Heil - Duluth Safe Routes to School Coordinator
Gavin Bukovich - ARDC Planner

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.

Introductions

Andie Heil - Safe Routes to School Coordinator, DUluth Public Schools

Gavin Bukovich - Planner, Arrowhead Regional Development Commission (ARDC) Email: gbukovich@ardc.org

ARDC has been selected as the planning and development organization to assist in creating a full-district Safe Routes to School Plan for Duluth Public Schools (ISD #709).

This planning process is funded by Minnesota Department of Transportation.

MnDOT SRTS - Program Overview

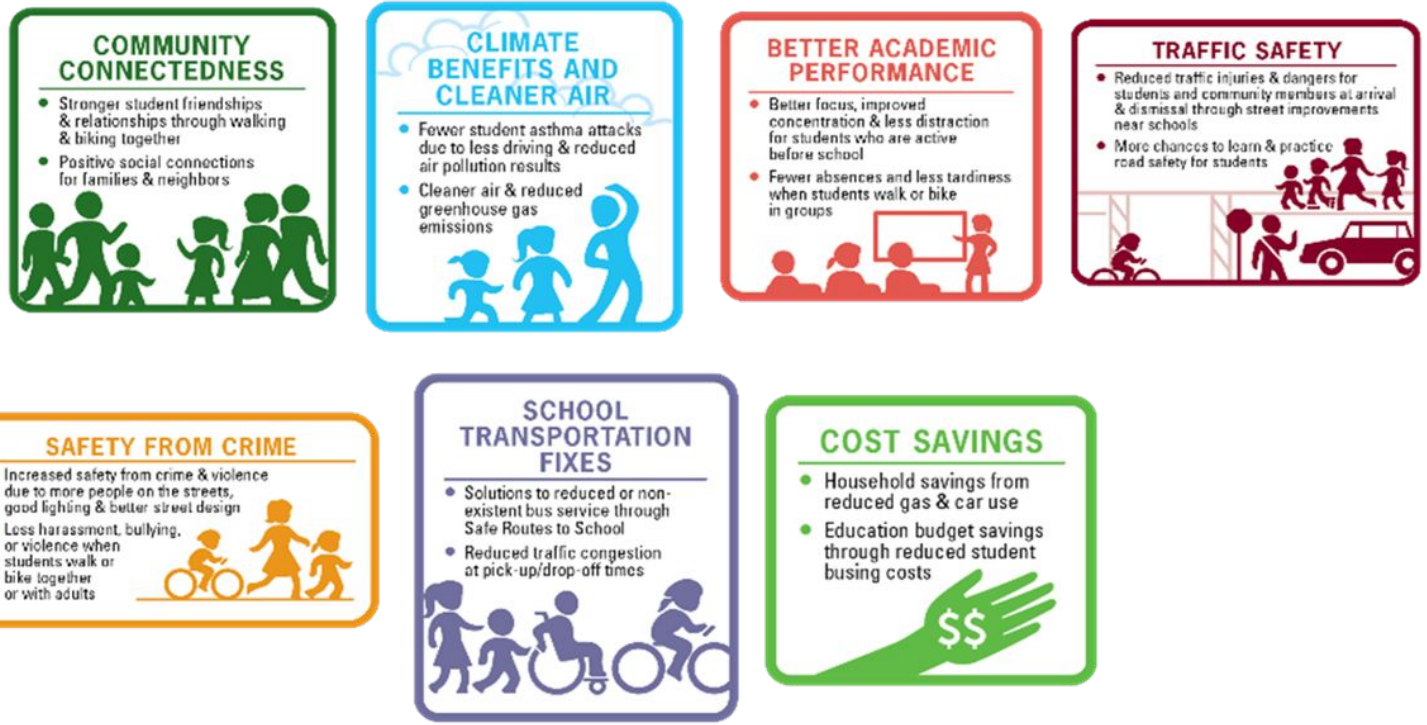
- The MnDOT Safe Routes to School (SRTS) program encourages K-8 students to walk, bike, and roll to school.
- It provides funding, planning, and educational resources for safety and infrastructure projects.
- The goal is to improve student physical activity, safety, and well-being, and reduce traffic and improving air quality around schools.
- The SRTS initiative includes both state and federal funding to support a variety of initiatives.

The 6 E’s

SRTS programs improve safety, reduce traffic and improve air quality near schools through a multidisciplinary approach that is structured around the 6 E’s.

- Evaluation: Figuring out what issues to address and how to make projects effective.
- Education: Teaching students and parents traffic safety skills and the benefits of walking and biking.
- Encouragement: Creating fun events and activities to get students and families excited about walking and biking to school.
- Equity:Making sure all students, especially those from underserved communities, benefit from the program.
- Engagement: Listening to the community—students, parents, and staff—to build a successful program together.
- Engineering: Making physical improvements like better crosswalks and signs to create safer routes.

The Benefits of Safe Routes to School



SRTS Timeline - ARDC Scope of Work

- Task 1: Initial Contact with Project Applicant (July/August 2025)
- Task 2: Kick-Off Meetings (September/October 2025)
- Task 3: Data Collection (September-November 2025)
- Task 4: Data Assessment (December 2025)
- Task 5: Action Plan Development (January 2026)
- Task 6: Plan Development (February 2026)
- Task 7: Draft Plan (March 2026)
- Task 8: Local Plan Review (April 2026)
- Task 9: Final Plan Review (May 2026)
- Task 10: Plan Completion (May-June 2026)

**These tasks are currently outlined on a typical 12-month contract. However, given that this project is unique and under an 18-month contract; there will be some slight variabilities in the outlined timeline.

Data Collection Overview - Fall 2025

Duluth Public Schools:

- Parent/Caregiver Surveys
- Student Travel Tallies
- Pick Up/Drop Off Observations
- Student Population Density Maps
- School Environment and Policy Assessment
- Walk/Bike Audit Events
- School Zone Hazard Assessment

Other Data Collection (ARDC):

- Crash Data for the past 10 years
- Speed Data
- Average Daily Traffic Counts
- Qualitative data obtained through community meetings
- Any other data relevant to the planning process

Final Product -
Duluth Public Schools SRTS Plan

The final product of this planning process will be a document that outlines strategic plan to make Duluth neighborhoods safer and more accessible for kids walking and biking to school.

This plan can serve as a strategic tool for improving the entire pedestrian and bike network in the City of Duluth and St. Louis County.

Funding Opportunities as a Result of the Planning Process

- SRTS Boost Grants: For communities with existing SRTS Plans, these grants fund non-infrastructure projects such as education, encouragement, and promotional activities to keep walking and biking safe and fun.
- State-Funded SRTS Infrastructure Grants: Provides funding for construction projects that improve access and safety on walking, biking, and rolling routes to schools, such as new sidewalks, trails, and improved crossings.
- Active Transportation (AT) Program: A grant program for projects that increase walking and bicycling. Future funds are expected to cover planning, infrastructure, and non-infrastructure projects.
- Greater Minnesota Transportation Alternatives: This is open to communities in Greater Minnesota for projects including bicycle and pedestrian facilities.
    - SRTS projects are eligible, but a 20% local match is typically required.

Questions?

- Any questions?
- Comments?
- Concerns?
- Feedback?

COW Agenda Cover Sheet

Meeting Date: Thursday, September 4, 2025

Topic: District Safety and Crisis Response Update

Presenter(s): Danette Seboe

Attachment: Fall Updates 2025

Brief Summary of Presentation or Topic (no more than a few sentences):
Updates to district Crisis Response and Safety Planning for 25-26 School Year

This Requires School Board Approval :
No

Fall 2025 Safety Updates

Duluth Public Schools
Committee of the Whole

Danette Seboe, Principal on Special Assignment

Core Planning Team

Team Lead (Principal), Communications, Mental Health, Safety

District EOC

All sites, all staff groups represented, meets at least monthly

Site EOCs

Led by principals, all staff groups represented, meets at least monthly

Mental Health Recovery

Co-chairs from core team, includes reps from social workers, counselors, school psychologists. Ready to respond always.

District Crisis Communication

Always kept in the loop. One contact for principals to manage. Always includes Superintendents, Directors, Core Team (see above), and as needed: SPED Directors, HR, Facilities, Food Service, Transportation, etc.

NEW in 25-26: PREPaRE Crisis Prevention and Intervention Training

-PREPaRE is an evidence based training curriculum from the National Association of School Psychologists
-Aligns well with our current work and with community response protocols (US Dep't of Ed REMS guidance, Homeland Security, FEMA Incident Command structures)
-Adds a focus on PREVENTION
-Training for building and EOC team leaders on full model
-Training for Mental Health team on risk, resilience, coping capacity, immediate supports
-Recognizes unique role of schools in supporting not just students but also staff, families, and often the local community
-*Schools provide a safe haven, disseminate information, identifying individuals at risk, provide mental health services, tracking and supporting displaced families, supporting long term recovery, a nd generally serving as a focus of normalcy in the face of trauma.*

Standard Response Protocol

570

-This is year 2 of using the I Love You Guys Standard Response Protocol

-We will be ready for any scenario and ready to change our response if necessary.

-Any announcements are clear and won't use any codes.

-We will give as much information as we can to keep in announcements, including DRILL or NOT A DRILL.

-Using announcements and any other information (sounds, smells, sights, etc.) staff and students will follow instructions and make decisions.

-Remember to use what is seen and heard to make decisions about how to respond.

-New training continues for the Standard Reunification Method

-Brief reminder of the SRP follows:

SHELTER

In a shelter:

- Follow any announcements. (“Shelter for (Tornado). Go to (LOCATION). Shelter for (Tornado). Go to (LOCATION).”)
- Follow directions and try to stay together.
- Leave your belongings behind.
- Lead students to you where you need to shelter in the building.

If a shelter is called and you are in the hall or other common space, join another class and shelter with them on your own. Assist any stragglers.

HOLD

A hold happens when there is something happening in the halls and we need to keep them clear for safety and privacy.

572

In a hold:

- Follow directions from announcements. (“Hold in your room or area. Clear the halls. Hold in your room or area. Clear the halls.”
- Stay in your room.
- Lock doors.
- Classes operate as normal, EXCEPT:
- If the bell rings, stay where you are until the hold is lifted.

If a hold is called and you are in the hall, go to the nearest classroom and stay in that space until the hold is lifted.

572

SECURE

A secure happens when there is something happening in the community outside the school building.

573

In a secure:

- Follow directions from announcement. (“Secure! Get inside. Lock outside doors. Secure! Get inside. Lock outside doors.”)
- Stay inside the building–no one in, no one out. Classes outside should get in ASAP.
- We will run business as usual in the school, EXCEPT no open lunches for anyone.
- If you need to leave, go to the front office.
- If you are outside the building and need to get in, call the school office and wait away from the school in a safe area.

269

LOCKDOWN

A lockdown happens if something unsafe is happening in the building.

574

In a lockdown:

- Follow directions from announcement (“Lockdown! Locks, Lights, Out of sight. Lockdown! Locks, Lights, Out of sight.”)
- Remain behind a closed and locked door
- The class may decide to barricade the door
- Turn off lights and stay quiet
- Be ready to evacuate if that is a safe choice for you

If a lockdown is called and you are in the hall or other public space, go to the nearest classroom or exit the building and go to the evacuation site or your other school/office and stay there until the lockdown is lifted.

209

EVACUATION

We will evacuate if it is safest to be outside the building.

In an evacuation:

- Follow directions and try to stay together with your students/team.
- Leave your belongings behind.
- Lead students to your evacuation location(s).
- If you get separated, meet at your evacuation site location. Students should be reminded to go with any other class.
- Walk calmly and watch for traffic. Do not block roads for emergency vehicles.
- If an evacuation is called and you are in the hall or other common space, join another class and evacuate with them. Help any stragglers.

EVACUATION

- Do NOT walk home. Remind students to NOT WALK HOME.
- Do NOT try to get to your car- you will not be allowed to leave the parking lot and you would be in the way of emergency response.
  - If you have a car in the parking lot, there is a chance you may not be able to retrieve it for a day or two.
- It is important that we stick together as much as possible to keep everyone safe and account for your location.
- At an evacuation site, keep students calm and seated, if possible. Be ready to help with attendance and care. Stay calm, reassure that safety is important and we will get everyone home as quickly and safely as possible.

When Evacuation Leads to Reunification

When would we use the Standard Reunification Method (SRM)?

CRISIS EVENT

Something happens at a site that requires students and staff to be evacuated.

Evacuation Sites

Students and staff report to the designated evacuation site(s).

Cannot return to school

Students and staff are unable to return to their school site for dismissal / reunification. CONTROLLED release is necessary.

Reunification Site

SRM is implemented. Impacted Site is transported to the Reunification Site for the process.

We must be as organized and prepared as we can be!

Students First

Goal to connect all students with their families within 4 hours of reunification start

Communication

Pre-teach, set expectations, clear and frequent updates

Family Experience

New video, support to add contacts, support at reunification site

Team Members

This will require A LOT of people power!

Mental Health

Minutes, hours, days, weeks for ALL

Community Support

We continue to work with city, county, medical, mental health, etc.

Family Reunification Video

EMERGENCY CONTACTS

581

- EVERY YEAR, encourage parents to provide info on several adults who are authorized to pick up the student in an emergency.
- This list should be 5 or 6 deep. IC now allows that.
- Plan will be developed to address if someone other than the legal parent/guardian comes. Includes how we will ensure the parent/guardian knows of this pick up and consents.

CARD: Bottom Half

Reunification Information (PLEASE PRINT CLEARLY)

Have photo identification out and ready to show school district personnel.

582

Student Name .....

Student Grade ..... Student Cell Phone Number .....

Name of person picking up student .....

Signature .....

Phone number of person picking up student .....

Relationship to student being picked up .....

School personnel completes:
Photo identification matches name of person picking up student?
Yes or No

Parent/Guardian completes:

Print Student Name Again..... Student Grade .....

Teacher .....

Student Birthday .....

School personnel completes upon release of student

TIME INITIALS OTHER

267

CARD: Top Half

Reunification

First, we want to thank you for your patience during this reunification. We share the same goal during this process: Getting you and your student back together as quickly as possible. The reason we're going through this is that an event has occurred at the school that mandates we personally reunite you with your child.

583

Instructions

1. Please complete the information on the other side of this card.
2. Prepare identification (If you don't have ID with you, please move to the side of the line, it may take a little longer to verify your identity.)
3. Select the check-in line based on either student last name or student grade.
4. After check-in, staff will split this card and a runner will be sent to recover your student. Please step over to the Reunification Location.
5. If there has been injury or other concerns, you may be asked to meet a counselor.
6. Please don't shout at school or district staff. We'll get through this as quickly as possible.

Translated for our specific ESL households.

Parent/Guardian Sign Off

I have read and understand these instructions.

Print Your Name .....Date.....

Signature .....

269

AT IMPACTED SITE

584

Step 1: ***Establish Onsite School Incident Command***
(District Incident Command and Reunification Team will be activated)

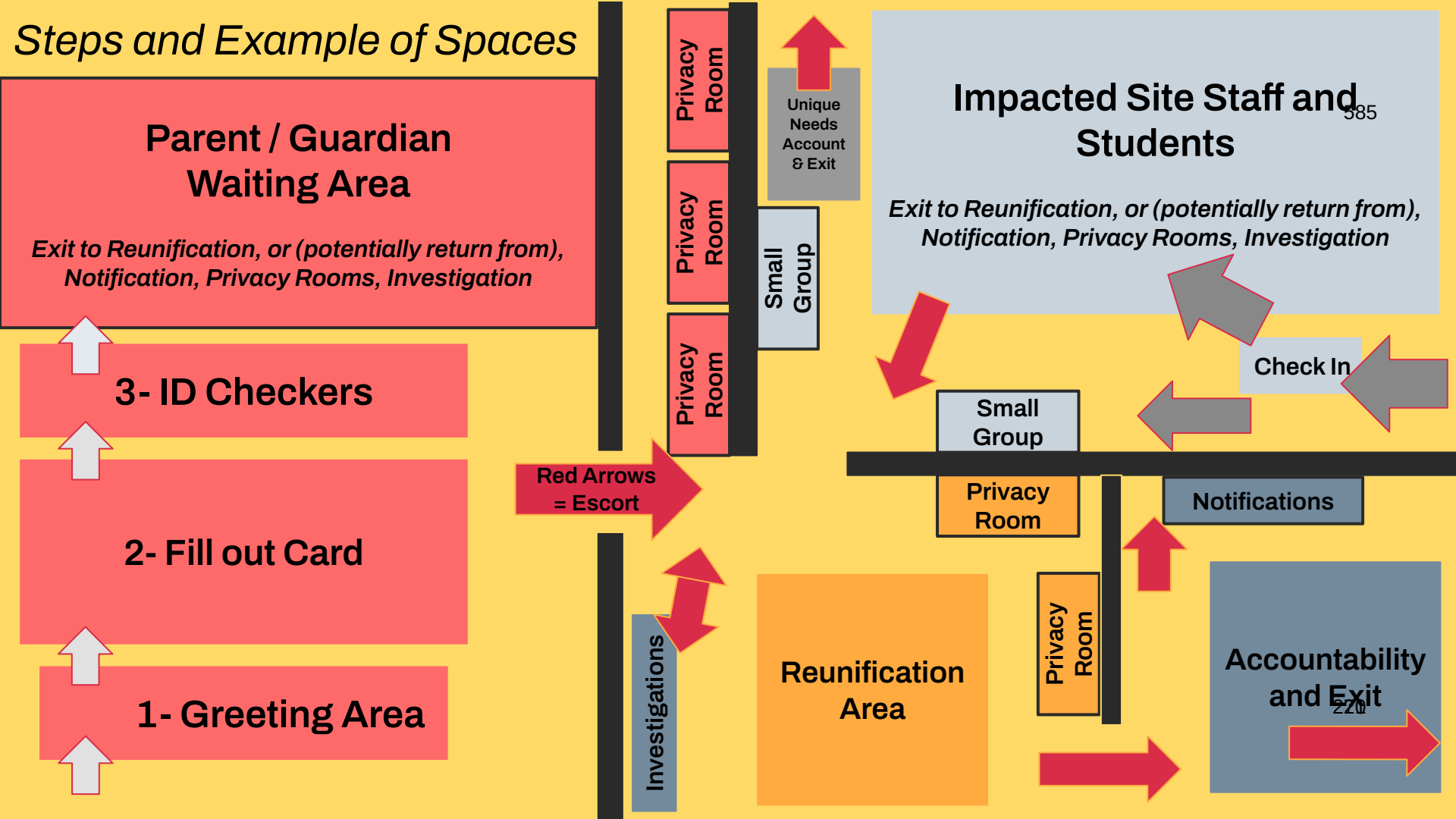
Step 2: ***Classroom Evacuation***
May be police led. Follow additional instructions.

Step 3: ***Secure Assembly Area*** - stay with students.
Verify Attendance, begin master roster verification
Law enforcement may be present and may search

Step 4: ***Impacted Site Transport***
ALL students and staff board buses to Reunification Site

270

Steps and Example of Spaces



Who is involved?

SCHOOL

- Principals
- District Administrators
- Counselor/Social Worker
- Special Education Administrator
- Transportation Administrator
- Food Service Administrator
- Maintenance Administrator

FIRST RESPONDERS

- Dispatch
- Police
- Fire
- EMS
- County Sheriff
- Highway Patrol

COMMUNICATIONS

- School Communications Officer
- City Public Information Officer
- Law Enforcement/First Responders Public Information Officer
- 2 additional PIOs

COMMUNITY

- Mental Health
- Community based emergency response (Red Cross, etc.)

CITY/COUNTY

- Emergency Management
- GIS Personnel
- Coroner/ME

Impacted Site

- All students from that site
- ALL STAFF from that site
- You will assist as much as possible with keeping students organized and orderly.
- You can assist with keeping them calm and distracted.
- You will be supported as a staff member who was also in any potentially traumatic situations.
- ASK for help if you need it. ADVOCATE for yourself.

Reunification Team

587

- **Leadership Roles will be pre-designated.**
- **Staff from other sites will be recruited to assist.**
- **COMMUNITY SUPPORT will be present**
  - Mental Health
  - First Aid
  - Law Enforcement
  - Others

223

Reunification Team Unites!

We will need A LOT of staff. Though other sites will likely be in some chaos and stress, too, or experiencing lots of early pickups, we will NEED sites to send as many staff as possible. The priority has to be reunification.

STAFF HAVE BEEN INSTRUCTED TO ADVOCATE FOR THEMSELVES:

- If asked to report to help, and you are uncomfortable with your assignment, SPEAK UP.
- If you KNOW you won't be able to successfully participate, SPEAK UP. You may be asked to cover for another staff member so they can come support.
- If you have a family member at the impacted site, SPEAK UP. Do not volunteer to help.
- This will be HARD for anyone who helps. It's okay to advocate for yourself. We understand that we are all bringing different history with us. Yours matters. We don't want to cause additional trauma!

ROLES OVERVIEWS

590

You may be asked to be:

- Parent/Guardian Greeters
- Parent/Guardian Checkers
- Student Request Runners
- Reunifiers
- Mental Health Support
- Child Supervision Personnel
- Entertainment/Distraction Coordinator
- Administrative Scribe
- Logistical Support
  - Snacks, water, supplies, etc.
- Parking Directors
- Accountant (no $ just people)
- Parent/Guardian Staging Area Announcer

226

Team Tags Front

Team Tags Back

591

227

1

CHECK IN

Bring your school ID. Report to volunteer check in table.

2

GEAR UP

Read about your role. Put on a vest. Gather materials you need.

592

3

CHECK INS

Keep an eye on other volunteers. If you need a break, TAKE ONE.

4

AFTER CARE

This will impact everyone. Taking care of self and others will be critical to recovery.

228

Thinking about Special Needs

- These are the students who get evacuated to reunification site last.
  - Need more support, more staff, more time to move
  - Their teachers and staff should be the ones to move them, and when appropriate, the SRO who may know them.
- Any unique equipment needs must be addressed by special services team and delivered to these students immediately!
- Keep them separated at reunification site to protect them from noise, etc.
- They must be the FIRST to be reunited!
- This staging area near handicapped accessible parking/loading areas.
- Assign special parent liaison who will be familiar with their unique concerns and needs.

When it's all done…

- How do you care for the staff who cared for the people?
  - After action debrief
  - Expect secondary trauma (reunification team)
  - Primary trauma needs for those at impacted site
  - Mental health supports ready to go in the immediate, and in the days/weeks/months/years to follow
- District must keep staff in the loop.
  - Expect frequent updates, whatever that may be.
- Consider finding a partner who was in a similar role at the reunification or impacted site AND a partner who was not impacted. We can help find those connections if needed. It's important to be able to talk it out.
- Plan for the recovery team to intentionally check in on impacted staff.

Policy Committee Meeting
Duluth Public Schools, ISD 709
Agenda
Thursday, September 11, 2025
District Services Center
709 Portia Johnson Dr.
Duluth, MN 55811
4:30 PM

1. **AGENDA ITEMS**
2. **POLICIES FOR FIRST READING**
   - A. 301 School District Administration (replacing 2055 Quality of Work Life-Philosophy; *see below in Policies to be Considered for Deletion*) 2
   - B. 305 Policy Implementation (replacing 2070 Policies, Regulations and Bylaws; *see below in Policies to be Considered for Deletion*) 3
3. **POLICIES FOR SECOND READING**
   - A. 501 Weapons Policy 4
4. **POLICIES FOR REVIEW**
   - A. 806 Crisis Management Policy 20
   - B. 503 Student Attendance 45
   - C. 606.5 Library Materials 69
   - D. 602 Organization of School Calendar and School Day 87
5. **POLICIES TO BE CONSIDERED FOR DELETION**
   - A. 2000 Series 94
6. **REGULATIONS - Informational**
7. **OTHER**

Adopted:_____

Revised:_____

MSBA/MASA Model Policy 301
Orig. 1995
Rev. 2022

301 SCHOOL DISTRICT ADMINISTRATION

I. PURPOSE

The purpose of this policy is to clarify the role of the school district administration and its relationship with the school board.

II. GENERAL STATEMENT OF POLICY

A. Effective administration and sound management practices are essential to realizing educational excellence. It is the responsibility of the school district administration to develop a school environment that recognizes the dignity of each student and employee, and the right of each student to access educational programs and services equitably.

B. The school board expects all activities related to school district operations to be administered in a well-planned manner, conducted in an orderly fashion, and to be consistent with the policies of the school board.

C. The school board shall seek specific recommendations, background information and professional advice from the school district administration and will hold the administration accountable for sound management of the schools.

D. Although the school board holds the superintendent ultimately responsible for administration of the school district and annual evaluation of each principal, the school board also recognizes the direct responsibility of principals for educational results and effective administration, supervisory, and instructional leadership at the school building level.

E. The school board and school administration shall work together to share information and decisions that best serve the needs of school district students within financial and facility constraints that may exist.

Legal References: Minn. Stat. § 123B.143 (Superintendent)
Minn. Stat. § 123B.147 (Principals)

Cross References: None

Adopted:_____

Revised:_____

MSBA/MASA Model Policy 305
Orig. 1995
Rev. 2022

305 POLICY IMPLEMENTATION

I. PURPOSE

The purpose of this policy is to clarify the responsibility of the school administration for implementation of school district policy.

II. GENERAL STATEMENT OF POLICY

A. It shall be the responsibility of the superintendent to implement school district policy and to recommend additions or modifications thereto. The administration is authorized to develop procedures, guidelines, and directives to effectuate the implementation of school district policies. These procedures, guidelines, and directives shall not be inconsistent with said policies. At least annually, these written procedures, guidelines, and directives shall be presented to the school board for review.

B. Employee and student handbooks shall be subject to annual review and approval by the school board.

C. School principals and other administrators who have handbook responsibilities shall present recommended changes necessary to reflect new or modified policies. Changes of substance within handbooks shall be reviewed by the superintendent to assure compliance with school district policy and shall be approved by the school board.

Legal References: Minn. Stat. § 123B.143 (Superintendent)

Cross References: MSBA/MASA Model Policy 208 (Development, Adoption, and Implementation of Policies)

501 SCHOOL WEAPONS POLICY

[Note: School districts are required by statute to have a policy addressing these issues. ATTENTION: This policy incorporates certain provisions of the Minnesota Citizens' Personal Protection Act (often referred to as the "conceal and carry" law).]

I. PURPOSE

The purpose of this policy is to assure a safe school environment for students, staff and the public. Establishing a weapons free school zone is one element of creating a safe environment. Duluth Public Schools promotes the safe storage of guns in accordance with School Board Resolution for the safe storage of weapons.

II. GENERAL STATEMENT OF POLICY

No student or non-student, including adults and visitors, shall possess, use or distribute a weapon when in a school location except as provided in this policy. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school employee, volunteer, or member of the public who violates this policy.

III. DEFINITIONS

~~D~~A. "Dangerous Weapon" means any firearm, whether loaded or unloaded, or any device designed as a weapon and capable of producing death or great bodily harm, any combustible or flammable liquid or other device or instrumentality that, in the manner it is used or intended to be used, is calculated or likely to produce death or great bodily harm, or any fire that is used to produce death or great bodily harm. As used in this definition, "flammable liquid" means any liquid having a flash point below 100 degrees Fahrenheit and having a vapor pressure not exceeding 40 pounds per square inch (absolute) at 100 degrees Fahrenheit but does not include intoxicating liquor. As used in this subdivision, "combustible liquid" is a liquid having a flash point at or above 100 degrees Fahrenheit.

~~C~~B. "Possession" means having a weapon on one's person or in an area subject to one's control in a school location.

BC. "School Location" includes any school building or grounds, whether leased, rented, owned or controlled by the school, locations of school activities or trips, bus stops, school buses or school vehicles, school-contracted vehicles, the area of entrance or departure from school premises or events, all locations where school-related functions are conducted, and anywhere students are under the jurisdiction of the school district.

~~A~~D. "Weapon"

1. A "weapon" means any object, device or instrument designed as a weapon or through its use is capable of threatening or producing bodily harm or which may be used to inflict self-injury including, but not limited to, any firearm, whether loaded or unloaded; air guns; pellet guns; BB guns; all knives; blades; clubs; metal knuckles; nunchucks; throwing stars; explosives; fireworks; mace and other propellants; stun guns; ammunition; poisons; chains; arrows; and objects that have been modified to serve as a weapon.

2. No person shall possess, use or distribute any object, device or instrument having the appearance of a weapon and such objects, devices or instruments shall be treated as weapons including, but not limited to, weapons listed above which are broken or non-functional, look-alike guns; toy guns; and any object that is a facsimile of a real weapon.

3. No person shall use articles designed for other purposes (i.e., lasers or laser

pointers, belts, combs, pencils, files, scissors, etc.), to inflict bodily harm and/or intimidate and such use will be treated as the possession and use of a weapon.

[NOTE: In June 2025, MSBA organized these definitions in alphabetical order.]

IV. EXCEPTIONS

A. A student who finds a weapon on the way to school or in a school location, or a student who discovers that he or she accidentally has a weapon in his or her possession, and takes the weapon immediately to the principal's office shall not be considered to possess a weapon. If it would be impractical or dangerous to take the weapon to the principal's office, a student shall not be considered to possess a weapon if he or she immediately turns the weapon over to an administrator, teacher or head coach or immediately notifies an administrator, teacher or head coach of the weapon's location.

B. It shall not be a violation of this policy if a non-student (or student where specified) falls within one of the following categories:

1. Active licensed peace officers;

2. Military personnel, or students or non-students participating in military training, who are on duty performing official duties;

3. Persons authorized to carry a pistol under ~~Minn.~~ Minnesota ~~Stat. §~~ Statute section 624.714 while in a motor vehicle or outside of a motor vehicle for the purpose of directly placing a firearm in, or retrieving it from, the trunk or rear area of the vehicle;

4. Persons who keep or store in a motor vehicle pistols in accordance with ~~Minn. Stat. §§~~ Minnesota Statute section 624.714 or 624.715 or other firearms in accordance with ~~§~~ Minnesota Statute section 97B.045;

   a. Section 624.714 specifies procedures and standards for obtaining pistol permits and penalties for the failure to do so. Section 624.715 defines an exception to the pistol permit requirements for "antique firearms which are carried or possessed as curiosities or for their historical significance or value."

   b. Section 97B.045 generally provides that a firearm may not be transported in a motor vehicle unless it is (1) unloaded and in a gun case without any portion of the firearm exposed; (2) unloaded and in the closed trunk; or (3) a handgun carried in compliance with ~~§§~~ sections 624.714 and 624.715.

5. ~~Firearm safety or marksmanship courses or activities for students or non-students conducted on school property;~~

6. Possession of dangerous weapons, BB guns, or replica firearms by a ceremonial color guard;

7. ~~A gun or knife show held on school property;~~

8. ~~Possession of dangerous weapons, BB guns, or replica firearms with written permission of the principal or other person having general control and~~

~~supervision of the school or the director of a child care center; or~~

9. ~~Persons who are on unimproved property owned or leased by a child care center, school or school district unless the person knows that a student is currently present on the land for a school-related activity.~~

[Note: Nothing prevents a school district from being more stringent in its weapons policy with respect to students and school district employees than the criminal law, except that the school district may not prohibit the lawful carry or possession of firearms in a parking facility or parking area. Although some school districts may choose to incorporate all of the exceptions to the criminal law, other school districts may choose either not to incorporate some or all of the exceptions or to further limit them. For example, a school district may choose to require written permission from the superintendent, not just a principal, for someone to possess a dangerous weapon in a school location. This would impose a more stringent requirement than the exceptions to the general prohibition of having a weapon on school grounds set forth in Minnesota Statutes, section 609.66, Subdivision 1d (f) listed in Section IV.B. above. However, a school district may not regulate firearms, ammunition, or their respective components, when possessed or carried by nonstudents or nonemployees, in a manner that is inconsistent with Minnesota Statutes, section 609.66, Subdivision 1d.]

C. Policy Application to Instructional Equipment/Tools

While the school district does not allow the possession, use, or distribution of weapons by students or non-students, such a position is not meant to interfere with instruction or the use of appropriate equipment and tools by students or non-students. Such equipment and tools, when properly possessed, used, and stored, shall not be considered in violation of the rule against the possession, use, or distribution of weapons. However, when authorized instructional and work equipment and tools are used in a potentially dangerous or threatening manner, such possession and use will be treated as the possession and use of a weapon.

D. Firearms in School Parking Lots and Parking Facilities

1. A school district may not prohibit the lawful carry or possession of firearms in a school parking lot or parking facility. For purposes of this policy, the "lawful" carry or possession of a firearm in a school parking lot or parking facility is specifically limited to non-student permit-holders authorized under ~~Minn. Stat. §~~ Minnesota Statute section 624.714 to carry a pistol in the interior of a vehicle or outside the motor vehicle for the purpose of directly placing a firearm in, or retrieving it from, the trunk or rear area of the vehicle. Any possession or carry of a firearm beyond the immediate vicinity of a permit-holder's vehicle shall constitute a violation of this policy.

2. An employee who is a permit-holder authorized under Minn. Stat. § 624.714 to carry a pistol in the interior of a vehicle or outside the motor vehicle for the purpose of directly placing a firearm in, or retrieving it from, the trunk or rear area of the vehicle must receive written permission from the Superintendent/designee; furthermore, the firearm must have a trigger lock and be stored in a locked container or locked compartment of the vehicle.

V. CONSEQUENCES FOR STUDENT WEAPON POSSESSION/USE/ DISTRIBUTION

A. The school district does not allow the possession, use, or distribution of weapons by students. Consequently, the minimum consequence for students willfully possessing, using, or distributing weapons shall include:

1. Immediate out-of-school suspension;

2. Confiscation of the weapon;

3. Immediate notification of police;

4. Parent or guardian notification; and

5. Recommendation to the Superintendent of dismissal for a period of time not to exceed one year.

B. Pursuant to Minnesota law, a student who brings a firearm, as defined by federal law, to school will be expelled for at least one year. The school board may modify this requirement on a case-by-case basis.

C. The building principal shall, as soon as practicable, refer to the criminal justice or juvenile delinquency system, as appropriate, a student who brings a firearm to school unlawfully.

~~C~~D. Administrative Discretion

While the school district does not allow the possession, use, or distribution of weapons by students, the Superintendent or designee may use discretion in determining whether, under the circumstances, a course of action other than the minimum consequences specified above is warranted. If so, other appropriate action may be taken, including consideration of a recommendation for lesser discipline.

VI. CONSEQUENCES FOR WEAPON POSSESSION/USE/DISTRIBUTION BY NONSTUDENTS

A. Employees

1. An employee who violates the terms of this policy is subject to disciplinary action, including nonrenewal, suspension, or discharge as deemed appropriate by the school board.

2. Sanctions against employees, including nonrenewal, suspension, or discharge shall be pursuant to and in accordance with applicable statutory authority, collective bargaining agreements, and school district policies.

3. When an employee violates the weapons policy, law enforcement may be notified, as appropriate.

[Note: An employer may establish policies that restrict the carry or possession of firearms by its employees while acting in the course and scope of employment. Employment-related sanctions may be invoked for a violation. Thus, for example, reasonable limitations may be imposed on the method of storing firearms by permit-holding employees while at work or performing employment-related duties. Reasonable limitations may include requiring firearms to have trigger locks and to be stored in a locked container or locked compartment of the vehicle.]

B. Other Non-Students

1. Any member of the public who violates this policy shall be informed of the policy and asked to leave the school location. Depending on the circumstances, the person may be barred from future entry to school locations. In addition, if

the person is a student in another school district, that school district may be contacted concerning the policy violation.

2. If appropriate, law enforcement will be notified of the policy violation by the member of the public and may be asked to provide an escort to remove the member of the public from the school location.

VII. REPORTS OF DANGEROUS WEAPON AND ACTIVE SHOOTER INCIDENTS IN SCHOOL ZONES

A. The school district must electronically report to the ~~Minnesota~~ Commissioner of the Minnesota Department of Education ("Commissioner") incidents involving the use or possession of a dangerous weapon in school zones, as required under Minnesota Statutes section 121A.06.

B. The school district must electronically file an after-action review report for active shooter incidents and active shooter threats to the Minnesota Fusion Center as required under Minnesota Statutes, section 121A.06.

1. "Active shooter incident" means an event involving an armed individual or individuals on campus or an armed assailant in the immediate vicinity of the school.

2. "Active shooter threat" means a real or perceived threat that an active shooter incident will occur.

[NOTE: The 2025 Minnesota legislature enacted the addition to 2.c (Session Law Chapter 35)].

Legal References:
Minn. Stat. § 97B.045 (~~Transportation of~~ Transporting Firearms)
Minn. Stat. § 121A.05 (~~Referral to Police~~ Policy to Refer Firearms Possessor)
Minn. Stat. § 121A.06 (Reports of Dangerous Weapon Incidents in School Zones)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.44 (Expulsion for Possession of Firearm)
Minn. Stat. § 152.01, subd. 14(a) (Definition of a School Zone)
Minn. Stat. § 609.02, Subd. 6 (Definition of Dangerous Weapon)
Minn. Stat. § 609.605 (Trespass)
Minn. Stat. § 609.66 (Dangerous Weapons)
Minn. Stat. § 624.714 (Carrying of Weapons without Permit; Penalties)
Minn. Stat. § 624.715 (Exemptions; Antiques and Ornaments)
18 U.S.C. § 921 (Definition of Firearm)
In re C.R.M. 611 N.W.2d 802 (Minn. 2000)
In re A.D., 883 N.W.2d 251 (Minn. 2016)

Cross References:
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 525 (Violence Prevention)
MSBA/MASA Model Policy 903 (Visitors to School District Buildings and Sites)

First Reading: 2/26/2019
Adopted: 4/23/2019 ISD 709

501 SCHOOL WEAPONS POLICY

I. PURPOSE

The purpose of this policy is to assure a safe school environment for students, staff and the public. Establishing a weapons free school zone is one element of creating a safe environment. Duluth Public Schools promotes the safe storage of guns in accordance with School Board Resolution for the safe storage of weapons.

II. GENERAL STATEMENT OF POLICY

No student or non-student, including adults and visitors, shall possess, use or distribute a weapon when in a school location except as provided in this policy. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school employee, volunteer, or member of the public who violates this policy.

III. DEFINITIONS

A. "Dangerous Weapon" means any firearm, whether loaded or unloaded, or any device designed as a weapon and capable of producing death or great bodily harm, any combustible or flammable liquid or other device or instrumentality that, in the manner it is used or intended to be used, is calculated or likely to produce death or great bodily harm, or any fire that is used to produce death or great bodily harm. As used in this definition, "flammable liquid" means any liquid having a flash point below 100 degrees Fahrenheit and having a vapor pressure not exceeding 40 pounds per square inch (absolute) at 100 degrees Fahrenheit but does not include intoxicating liquor. As used in this subdivision, "combustible liquid" is a liquid having a flash point at or above 100 degrees Fahrenheit.

B. "Possession" means having a weapon on one's person or in an area subject to one's control in a school location.

C. "School Location" includes any school building or grounds, whether leased, rented, owned or controlled by the school, locations of school activities or trips, bus stops, school buses or school vehicles, school-contracted vehicles, the area of entrance or departure from school premises or events, all locations where school-related functions are conducted, and anywhere students are under the jurisdiction of the school district.

D. "Weapon"

1. A "weapon" means any object, device or instrument designed as a weapon or through its use is capable of threatening or producing bodily harm or which may be used to inflict self-injury including, but not limited to, any firearm, whether loaded or unloaded; air guns; pellet guns; BB guns; all knives; blades; clubs; metal knuckles; nunchucks; throwing stars; explosives; fireworks; mace and other propellants; stun guns; ammunition; poisons; chains; arrows; and objects that have been modified to serve as a weapon.

2. No person shall possess, use or distribute any object, device or instrument having the appearance of a weapon and such objects, devices or instruments shall be treated as weapons including, but not limited to, weapons listed above which are broken or non-functional, look-alike guns; toy guns; and any object that is a facsimile of a real weapon.

3. No person shall use articles designed for other purposes (i.e., lasers or laser pointers, belts, combs, pencils, files, scissors, etc.), to inflict bodily harm and/or intimidate and such use will be treated as the possession and use of a weapon.

IV. EXCEPTIONS

A. A student who finds a weapon on the way to school or in a school location, or a student who discovers that he or she accidentally has a weapon in his or her possession, and takes the weapon immediately to the principal's office shall not be considered to possess a weapon. If it would be impractical or dangerous to take the weapon to the principal's office, a student shall not be considered to possess a weapon if he or she immediately turns the weapon over to an administrator, teacher or head coach or immediately notifies an administrator, teacher or head coach of the weapon's location.

B. It shall not be a violation of this policy if a non-student (or student where specified) falls within one of the following categories:

1. Active licensed peace officers;

2. Military personnel, or students or non-students participating in military training, who are on duty performing official duties;

3. Persons authorized to carry a pistol under Minnesota Statute section 624.714 while in a motor vehicle or outside of a motor vehicle for the purpose of directly placing a firearm in, or retrieving it from, the trunk or rear area of the vehicle;

4. Persons who keep or store in a motor vehicle pistols in accordance with Minnesota Statute section 624.714 or 624.715 or other firearms in accordance with Minnesota Statute section 97B.045;

   a. Section 624.714 specifies procedures and standards for obtaining pistol permits and penalties for the failure to do so. Section 624.715 defines an exception to the pistol permit requirements for "antique firearms which are carried or possessed as curiosities or for their historical significance or value."

   b. Section 97B.045 generally provides that a firearm may not be transported in a motor vehicle unless it is (1) unloaded and in a gun case without any portion of the firearm exposed; (2) unloaded and in the closed trunk; or (3) a handgun carried in compliance with sections 624.714 and 624.715.

5. Possession of dangerous weapons, BB guns, or replica firearms by a ceremonial color guard;

A. <u>Policy Application to Instructional Equipment/Tools</u>

While the school district does not allow the possession, use, or distribution of weapons by students or non-students, such a position is not meant to interfere with instruction or the use of appropriate equipment and tools by students or non-students. Such equipment and tools, when properly possessed, used, and stored, shall not be considered in violation of the rule against the possession, use, or distribution of weapons. However, when authorized instructional and work equipment and tools are used in a potentially dangerous or threatening manner, such possession and use will be treated as the possession and use of a weapon.

D. <u>Firearms in School Parking Lots and Parking Facilities</u>

1. A school district may not prohibit the lawful carry or possession of firearms in a school parking lot or parking facility. For purposes of this policy, the "lawful" carry or possession of a firearm in a school parking lot or parking facility is specifically limited to non-student permit-holders authorized under Minnesota Statute section 624.714 to carry a pistol in the interior of a vehicle or outside the motor vehicle for the purpose of directly placing a firearm in, or retrieving it from, the trunk or rear area of the vehicle. Any possession or carry of a firearm beyond the immediate vicinity of a permit-holder's vehicle shall constitute a violation of this policy.

2. An employee who is a permit-holder authorized under Minnesota Statute 624.714 to carry a pistol in the interior of a vehicle or outside the motor vehicle for the purpose of directly placing a firearm in, or retrieving it from, the trunk or rear area of the vehicle must receive written permission from the Superintendent/designee; furthermore, the firearm must have a trigger lock and be stored in a locked container or locked compartment of the vehicle.

V. CONSEQUENCES FOR STUDENT WEAPON POSSESSION/USE/ DISTRIBUTION

A. The school district does not allow the possession, use, or distribution of weapons by students. Consequently, the minimum consequence for students willfully possessing, using, or distributing weapons shall include:

1. Immediate out-of-school suspension;

2. Confiscation of the weapon;

3. Immediate notification of police;

4. Parent or guardian notification; and

5. Recommendation to the Superintendent of dismissal for a period of time not to exceed one year.

B. Pursuant to Minnesota law, a student who brings a firearm, as defined by federal law, to school will be expelled for at least one year. The school board may modify this requirement on a case-by-case basis.

C. The building principal shall, as soon as practicable, refer to the criminal justice or juvenile delinquency system, as appropriate, a student who brings a firearm to school unlawfully.

D. Administrative Discretion

While the school district does not allow the possession, use, or distribution of weapons by students, the Superintendent or designee may use discretion in determining whether, under the circumstances, a course of action other than the minimum consequences specified above is warranted. If so, other appropriate action may be taken, including consideration of a recommendation for lesser discipline.

VI. CONSEQUENCES FOR WEAPON POSSESSION/USE/DISTRIBUTION BY NONSTUDENTS

A. Employees

1. An employee who violates the terms of this policy is subject to disciplinary action, including nonrenewal, suspension, or discharge as deemed appropriate

by the school board.

2. Sanctions against employees, including nonrenewal, suspension, or discharge shall be pursuant to and in accordance with applicable statutory authority, collective bargaining agreements, and school district policies.

3. When an employee violates the weapons policy, law enforcement may be notified, as appropriate.

B. Other Non-Students

1. Any member of the public who violates this policy shall be informed of the policy and asked to leave the school location. Depending on the circumstances, the person may be barred from future entry to school locations. In addition, if the person is a student in another school district, that school district may be contacted concerning the policy violation.

2. If appropriate, law enforcement will be notified of the policy violation by the member of the public and may be asked to provide an escort to remove the member of the public from the school location.

VII. REPORTS OF DANGEROUS WEAPON AND ACTIVE SHOOTER INCIDENTS IN SCHOOL ZONES

A. The school district must electronically report to the Commissioner of the Minnesota Department of Education ("Commissioner") incidents involving the use or possession of a dangerous weapon in school zones, as required under Minnesota Statutes section 121A.06.

B. The school district must electronically file an after-action review report for active shooter incidents and active shooter threats to the Minnesota Fusion Center as required under Minnesota Statutes, section 121A.06.

1. "Active shooter incident" means an event involving an armed individual or individuals on campus or an armed assailant in the immediate vicinity of the school.

2. "Active shooter threat" means a real or perceived threat that an active shooter incident will occur.

Legal References:
Minn. Stat. § 97B.045 (Transporting Firearms)
Minn. Stat. § 121A.05 (Policy to Refer Firearms Possessor)
Minn. Stat. § 121A.06 (Reports of Dangerous Weapon Incidents in School Zones)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.44 (Expulsion for Possession of Firearm)
Minn. Stat. § 152.01, subd. 14(a) (Definition of a School Zone)
Minn. Stat. § 609.02, Subd. 6 (Definition of Dangerous Weapon)
Minn. Stat. § 609.605 (Trespass)
Minn. Stat. § 609.66 (Dangerous Weapons)
Minn. Stat. § 624.714 (Carrying of Weapons without Permit; Penalties)
Minn. Stat. § 624.715 (Exemptions; Antiques and Ornaments)
18 U.S.C. § 921 (Definition of Firearm)
In re C.R.M. 611 N.W.2d 802 (Minn. 2000)
In re A.D., 883 N.W.2d 251 (Minn. 2016)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School

District Employees)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 525 (Violence Prevention)
MSBA/MASA Model Policy 903 (Visitors to School District Buildings and Sites)

First Reading:	2/26/2019
Adopted:	4/23/2019
First Reading:	6/10/2025
Second Reading:	
Adopted:	

501 SCHOOL WEAPONS POLICY

I. PURPOSE

The purpose of this policy is to assure a safe school environment for students, staff and the public.

II. GENERAL STATEMENT OF POLICY

No student or non-student, including adults and visitors, shall possess, use or distribute a weapon when in a school location except as provided in this policy. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school employee, volunteer, or member of the public who violates this policy.

III. DEFINITIONS

A. "Weapon"

1. A "weapon" means any object, device or instrument designed as a weapon or through its use is capable of threatening or producing bodily harm or which may be used to inflict self-injury including, but not limited to, any firearm, whether loaded or unloaded; air guns; pellet guns; BB guns; all knives; blades; clubs; metal knuckles; nunchucks; throwing stars; explosives; fireworks; mace and other propellants; stun guns; ammunition; poisons; chains; arrows; and objects that have been modified to serve as a weapon.

2. No person shall possess, use or distribute any object, device or instrument having the appearance of a weapon and such objects, devices or instruments shall be treated as weapons including, but not limited to, weapons listed above which are broken or non-functional, look-alike guns; toy guns; and any object that is a facsimile of a real weapon.

3. No person shall use articles designed for other purposes (i.e., lasers or laser pointers, belts, combs, pencils, files, scissors, etc.), to inflict bodily harm and/or intimidate and such use will be treated as the possession and use of a weapon.

B. "School Location" includes any school building or grounds, whether leased, rented, owned or controlled by the school, locations of school activities or trips, bus stops, school buses or school vehicles, school-contracted vehicles, the area of entrance or departure from school premises or events, all locations where school-related functions are conducted, and anywhere students are under the jurisdiction of the school district.

C. "Possession" means having a weapon on one's person or in an area subject to one's control in a school location.

IV. EXCEPTIONS

A. A student who finds a weapon on the way to school or in a school location, or a student who discovers that he or she accidentally has a weapon in his or her possession, and takes the weapon immediately to the principal's office shall not be considered to possess a weapon. If it would be impractical or dangerous to take the weapon to the principal's office, a student shall not be considered to possess a weapon if he or she immediately turns the weapon over to an administrator, teacher or head coach or immediately notifies an administrator, teacher or head coach of the weapon's location.

B. It shall not be a violation of this policy if a non-student (or student where specified) falls within one of the following categories:

1. Active licensed peace officers;

2. Military personnel, or students or non-students participating in military training, who are on duty performing official duties;

3. Persons authorized to carry a pistol under Minn. Stat. § 624.714 while in a motor vehicle or outside of a motor vehicle for the purpose of directly placing a firearm in, or retrieving it from, the trunk or rear area of the vehicle;

4. Persons who keep or store in a motor vehicle pistols in accordance with Minn. Stat. §§ 624.714 or 624.715 or other firearms in accordance with § 97B.045;

   a. Section 624.714 specifies procedures and standards for obtaining pistol permits and penalties for the failure to do so. Section 624.715 defines an exception to the pistol permit requirements for "antique firearms which are carried or possessed as curiosities or for their historical significance or value."

   b. Section 97B.045 generally provides that a firearm may not be transported in a motor vehicle unless it is (1) unloaded and in a gun case without any portion of the firearm exposed; (2) unloaded and in the closed trunk; or (3) a handgun carried in compliance with §§ 624.714 and 624.715.

5. Firearm safety or marksmanship courses or activities for students or non-students conducted on school property;

6. Possession of dangerous weapons, BB guns, or replica firearms by a ceremonial color guard;

7. A gun or knife show held on school property;

8. Possession of dangerous weapons, BB guns, or replica firearms with written permission of the principal or other person having general control and supervision of the school or the director of a child care center; or

9. Persons who are on unimproved property owned or leased by a child care center, school or school district unless the person knows that a student is currently present on the land for a school-related activity.

C. Policy Application to Instructional Equipment/Tools

While the school district does not allow the possession, use, or distribution of weapons by students or non-students, such a position is not meant to interfere with instruction or the use of appropriate equipment and tools by students or non-students. Such equipment and tools, when properly possessed, used, and stored, shall not be considered in violation of the rule against the possession, use, or distribution of weapons. However, when authorized instructional and work equipment and tools are used in a potentially dangerous or threatening manner, such possession and use will be treated as the possession and use of a weapon.

D. Firearms in School Parking Lots and Parking Facilities

1. A school district may not prohibit the lawful carry or possession of firearms in a school parking lot or parking facility. For purposes of this policy, the "lawful" carry or possession of a firearm in a school parking lot or parking facility is specifically limited to non-student permit-holders authorized under Minn. Stat. § 624.714 to carry a pistol in the interior of a vehicle or outside the motor vehicle for the purpose of directly placing a firearm in, or retrieving it from, the trunk or rear area of the vehicle. Any possession or carry of a firearm beyond the immediate vicinity of a permit-holder's vehicle shall constitute a violation of this policy.

2. An employee who is a permit-holder authorized under Minn. Stat. § 624.714 to carry a pistol in the interior of a vehicle or outside the motor vehicle for the purpose of directly placing a firearm in, or retrieving it from, the trunk or rear area of the vehicle must receive written permission from the Superintendent/designee; furthermore, the firearm must have a trigger lock and be stored in a locked container or locked compartment of the vehicle.

V. CONSEQUENCES FOR STUDENT WEAPON POSSESSION/USE/ DISTRIBUTION

A. The school district does not allow the possession, use, or distribution of weapons by students. Consequently, the minimum consequence for students possessing, using, or distributing weapons shall include:

1. Immediate out-of-school suspension;

2. Confiscation of the weapon;

3. Immediate notification of police;

4. Parent or guardian notification; and

5. Recommendation to the Superintendent of dismissal for a period of

time not to exceed one year.

B. Pursuant to Minnesota law, a student who brings a firearm, as defined by federal law, to school will be expelled for at least one year. The school board may modify this requirement on a case-by-case basis.

C. Administrative Discretion

While the school district does not allow the possession, use, or distribution of weapons by students, the Superintendent or designee may use discretion in determining whether, under the circumstances, a course of action other than the minimum consequences specified above is warranted. If so, other appropriate action may be taken, including consideration of a recommendation for lesser discipline.

VI. CONSEQUENCES FOR WEAPON POSSESSION/USE/DISTRIBUTION BY NONSTUDENTS

A. Employees

1. An employee who violates the terms of this policy is subject to disciplinary action, including nonrenewal, suspension, or discharge as deemed appropriate by the school board.

2. Sanctions against employees, including nonrenewal, suspension, or discharge shall be pursuant to and in accordance with applicable statutory authority, collective bargaining agreements, and school district policies.

3. When an employee violates the weapons policy, law enforcement may be notified, as appropriate.

B. Other Non-Students

1. Any member of the public who violates this policy shall be informed of the policy and asked to leave the school location. Depending on the circumstances, the person may be barred from future entry to school locations. In addition, if the person is a student in another school district, that school district may be contacted concerning the policy violation.

2. If appropriate, law enforcement will be notified of the policy violation by the member of the public and may be asked to provide an escort to remove the member of the public from the school location.

Legal References: Minn. Stat. § 97B.045 (Transportation of Firearms)
Minn. Stat. § 121A.05 (Referral to Police)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.44 (Expulsion for Possession of Firearm)
Minn. Stat. § 609.02, Subd. 6 (Definition of Dangerous Weapon)
Minn. Stat. § 609.605 (Trespass)
Minn. Stat. § 609.66 (Dangerous Weapons)

Minn. Stat. § 624.714 (Carrying of Weapons without Permit; Penalties)
Minn. Stat. § 624.715 (Exemptions; Antiques and Ornaments)
18 U.S.C. § 921 (Definition of Firearm)
In re C.R.M. 611 N.W.2d 802 (Minn. 2000)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 525 (Violence Prevention)

First Reading: 2/26/2019
Adopted: **4/23/2019 ISD 709**

806 CRISIS MANAGEMENT POLICY

I. PURPOSE

The purpose of this Crisis Management Policy is to act as a guide for school district and site administrators, school employees, students, school board members, and community members to address a wide range of potential crisis situations in the school district. The step-by-step procedures suggested by this Policy will provide guidance to each school site in drafting crisis management plans to coordinate protective actions prior to, during, and after any type of emergency or potential crisis situation. Each school district should develop tailored site specific crisis management plans for each school site in the school district, and sections or procedures may be added or deleted in those crisis management plans based on site needs.

The school district will engage in ongoing emergency planning within the school district and with emergency responders and other relevant community organizations. The school district will ensure that relevant emergency responders in the community have access to their site specific crisis management plans and will provide training to school district staff to enable them to act appropriately in the event of a crisis.

II. GENERAL INFORMATION

A. The Policy and Plans

The school district's Crisis Management Policy and the District Emergency Operations Plan (EOP) have been created in consultation with local community response agencies and other appropriate individuals and groups that would likely be involved in the event of a school emergency. It is designed so that each site administrator can tailor a site specific crisis management plan to meet that site's specific situation and needs.

The school district's administration and/or the administration of each site shall present tailored site specific crisis management plans to the District Emergency Operations Committee (EOC) for review and approval. The site specific crisis management plans will include crisis-specific procedures. Upon approval by the EOC, such crisis management plans shall be an addendum to the District Emergency Operations Procedure Manual (EOP). This EOP and the site specific plans will be maintained and updated on an annual basis.

B. District Crisis Management Policy

1. General Crisis Procedures. The Crisis Management Policy includes general crisis procedures for securing buildings, classroom evacuation, building evacuation, campus evacuation, and sheltering. The Policy designates the individual(s) who will determine when these actions will be taken. These district-wide procedures may be modified by site administrators when creating their site specific crisis management plans. A communication system will be in place to enable the designated individual to be contacted at all times in the event of a potential crisis, setting forth the method to contact the designated individual, the provision of at least two designees when the contact person is unavailable, and the method to convey contact information to the appropriate staff persons. The alternative designees may include members of the Site Emergency Operations Committee. A secondary method of communication should be included in the plan for use when the primary method of communication is inoperable. Each site in the school district will have access to a copy of the Emergency Operations Plan (EOP) to assist in the development of building-specific crisis management plans.

   All general crisis procedures will address specific procedures for the safe evacuation of children and employees with special needs such as physical,

sensory, motor, developmental, and mental health challenges.

2. Crisis-Specific Procedures.

The Crisis Management Policy includes crisis-specific procedures for crisis situations that may occur during the school day or at school-sponsored events and functions. These district-wide procedures are designed to enable building administrators to tailor response procedures when creating building-specific crisis management plans.

Note: The Emergency Operations Plan can be found on the district staff website at https://www.isd709.org/staff/emergency-planning-management

3. School Emergency Response Teams

a. Composition. The administrator at each site will select a school emergency response team (Site Emergency Operations Committee or EOC) that will be trained to respond to emergency situations. All Site EOC members will receive ongoing training to carry out the District EOP and Site Specific EOP and will have knowledge of procedures, evacuation routes, and safe areas. For purposes of student safety and accountability Site EOC members will not have direct responsibility for the supervision of students. Team members must be willing to be actively involved in the resolution of crises and be available to assist in any crisis situation as deemed necessary by the site administrator. Each site will maintain a current list of Site EOC members which will be updated annually. The site administrator, and alternative designees, will know the location of that list in the event of a school emergency. A copy of the list will be kept on file in the school district office.

[Note: The Emergency Operations Plan has a sample Site Emergency Operations Committee list.]

b. Leaders. The site administrator or designee will serve as the leader of the Site EOC and will be the primary contact for emergency response officials. When emergency response officials are present, they may elect to take command and control of the crisis. It is critical in this situation that school officials assume a resource role and be available as necessary to emergency response officials.

III. PREPARATION BEFORE AN EMERGENCY

A. Communication

1. District Employees. Teachers generally have the most direct contact with students on a day-to-day basis. As a result, they must be aware of their role in responding to crisis situations. This also applies to non-teaching school personnel who have direct contact with students. All staff shall be aware of the school district's EOP and their own Site EOP. Each school's Site EOP shall include the method and dates of dissemination of the plan to its staff. Employees will receive a copy of the relevant Site EOP and shall receive periodic training on plan implementation.

2. Students and Families The District's EOP shall set forth how students and families are made aware of the district's Emergency Procedures. Students shall receive specific instruction on plan implementation and shall participate in a

required number of drills and practice sessions throughout the school year.

B. Training and Preparation for Emergencies

The Emergency Operations Plan includes training procedures and requirements for students and staff.

1. The Emergency Operations Plan includes training procedures and requirements for students and staff.

2. Required safety drills will be coordinated and documented at each site by the site facilities staff and school administrator.

C. Facility Diagrams and Site Plans

All school sites will have a facility diagram and site plan that includes the location of primary and secondary evacuation routes, exits, designated safe areas inside and outside of the building, and the location of fire alarm control panel, fire alarms, fire extinguishers, hoses, water spigots, and utility shut offs. All facility diagrams and site plans will be updated regularly and whenever a major change is made to a site. Facility diagrams and site plans will be maintained by the site administrator and will be easily accessible and on file in the school district office. Facility diagrams and site plans will be provided to first responders, such as fire and law enforcement personnel.

D. Emergency Telephone Numbers

Each site will maintain a current list of emergency telephone numbers and the names and addresses of local, county, and state personnel who may be involved in a crisis situation. The list will include telephone numbers for local police, fire, ambulance, hospital, the Poison Control Center, county and state emergency management agencies, local public works departments, local utility companies, the public health nurse, mental health/suicide hotlines, and the county welfare agency. A copy of this list will be kept on file in the Site Specific EOP, and updated annually.

School district employees will receive training on how to make emergency contacts, including 911 calls, when the school district's main telephone number and location is electronically conveyed to emergency personnel instead of the specific site in need of emergency services.

School district plans will set forth a process to internally communicate an emergency to rapidly convey emergency information to multiple site designees. Each plan will identify multiple methods of communication for both internal and district wide use.

E. Warning and Notification Systems

The school district shall maintain a warning system designed to inform students, staff, and visitors of a crisis or emergency. This system shall be maintained on a regular basis under the maintenance plan for all school sites. The school district should consider an alternate notification system to address the needs of staff and students with special needs, such as vision or hearing, and to plan for the needs of areas where a public address system may not be heard clearly.

F. Early School Closure Procedures

The Superintendent or designee will make decisions about closing school or sites as early in the day as possible. The early school closure procedures will set forth the

criteria for early school closure (e.g., weather-related, utility failure, or a crisis situation), will specify how closure decisions will be communicated to staff, students, families, and the school community (designated broadcast media, local authorities, e-mail, or district or school site web sites), and will discuss the factors to be considered in closing and reopening a school or site.

Early school closure procedures also will include a reminder to parents and guardians to listen to designated local radio and TV stations for school closing announcements, where possible.

G. Media Procedures

The superintendent or designee has the authority and discretion to notify parents or guardians and the school community in the event of a crisis or early school closure. The superintendent or designee will designate a spokesperson who will notify the media in the event of a crisis or early school closure. The spokesperson shall receive training to ensure that the district is in strict compliance with federal and state law relative to the release of private data when conveying information to the media.

H. District and School Mental Health Recovery Teams

The District and/or School Mental Health Recovery Team procedures will set forth the procedure for initiating Crisis Response Recovery Plans. The procedures will utilize available resources including the social workers, counselors, community crisis recovery teams, or others in the community. The District and/or School Mental Health Recovery Team procedures will be used whenever the Superintendent or the site administrator determines it to be necessary, such as after an assault, a hostage situation, shooting, or death by suicide.

IV. ACTIVE SHOOTER DRILL

Duluth Public Schools does not perform Active Shooter Simulations. We conduct lockdown drills, referred to below and by state statute as "active shooter drills". The district would follow state statute if active shooter simulations were ever used.

A. Definitions

1. "Active shooter drill," called a Lockdown Drill in Duluth Public Schools, means an emergency preparedness drill designed to teach students, teachers, school personnel, and staff how to respond in the event of an armed intruder on campus or an armed assailant in the immediate vicinity of the school. An active shooter drill is not an active shooter simulation, nor may an active shooter drill include any sensorial components, activities, or elements which mimic a real life shooting.

2. "Active shooter simulation" means an emergency exercise including full-scale or functional exercises, designed to teach adult school personnel and staff how to respond in the event of an armed intruder on campus or an armed assailant in the immediate vicinity of the school which also incorporates sensorial components, activities, or elements mimicking a real life shooting. Activities or elements mimicking a real life shooting include, but are not limited to, simulation of tactical response by law enforcement. An active shooter simulation is not an active shooter or lockdown drill.

3. "Evidence-based" means a program or practice that demonstrates any of the following:

   a. a statistically significant effect on relevant outcomes based on any of the following:

      i. strong evidence from one or more well designed and well implemented experimental studies;

      ii. moderate evidence from one or more well designed and well implemented quasi-experimental studies; or

      iii. promising evidence from one or more well designed and well implemented correlational studies with statistical controls for selection bias; or

   b. a rationale based on high-quality research findings or positive evaluations that the program or practice is likely to improve relevant outcomes, including the ongoing efforts to examine the effects of the program or practice.

4. "Full-scale exercise" means an operations-based exercise that is typically the most complex and resource-intensive of the exercise types and often involves multiple agencies, jurisdictions, organizations, and real-time movement of resources.

5. "Functional exercises" means an operations-based exercise designed to assess and evaluate capabilities and functions while in a realistic, real-time environment, however, movement of resources is usually simulated.

B. Criteria

An active shooter drill conducted according to Minnesota Statutes, section 121A.037 with students in early childhood through grade 12 must be:

1. accessible;

2. developmentally appropriate and age appropriate, including using appropriate safety language and vocabulary;

3. culturally aware;

4. trauma-informed; and

5. inclusive of accommodations for students with mobility restrictions, sensory needs, developmental or physical disabilities, mental health needs, and auditory or visual limitations.

C. Student Mental Health and Wellness

Active shooter drill protocols must include a reasonable amount of time immediately following the drill for teachers to debrief with their students. The opportunity to debrief must be provided

to students before regular classroom activity may resume. During the debrief period, students must be allowed to access any mental health services available on campus, including counselors, school psychologists, social workers, or cultural liaisons.

Note: Duluth Public Schools does not conduct Active Shooter simulations.

D. Notice

1. The school district must provide notice of a pending active shooter drill to every student's parent or legal guardian before an active shooter drill is conducted. Whenever practicable, notice must be provided at least 24 hours in advance of a pending active shooter drill and inform the parent or legal guardian of the right to opt their student out of participating. Each site will publish tentative drill dates at the beginning of the school year. These tentative dates may be shared via school newsletter and will also appear on the calendar on the school website.

2. If a student is opted out of participating in an active shooter drill, no negative consequence must impact the student's general school attendance record nor may nonparticipation alone make a student ineligible to participate in or attend school activities.

3. The Commissioner of the Minnesota Department of Education must ensure the availability of alternative safety education for students who are opted out of participating or otherwise exempted from an active shooter drill. Alternative safety education must provide essential safety instruction through less sensorial safety training methods and must be appropriate for students with mobility restrictions, sensory needs, developmental or physical disabilities, mental health needs, and auditory or visual limitations. If a parent or guardian chooses to opt their child out of active shooter drills (lockdown drills) the parent or guardian will be required to meet with administration to discuss the importance of the drills and how drills are being conducted in an age appropriate, trauma informed manner. If the parent or guardian still chooses opt out as their preference, the student then will go through the information with a principal, social worker, counselor, case manager, or other appropriate staff member. Other alternative education opportunities may be presented to teach the skill without using a drill format.

E. Participation in Active Shooter Drills

Any student in early childhood through grade 12 must not be required to participate in an active shooter drill that does not meet the Criteria set forth above. If a parent or guardian has chosen to opt their child out of drills, at the meeting with administration the team will determine what the child will do while the school is conducting a drill. Options include allowing the student to sit in an office or conference room during a drill, keeping the student out of school during a drill, or other alternatives as determined by the parent or guardian and administrator.

F. Active Shooter Simulations

Duluth Public Schools will not conduct Active Shooter Simulations.

G. Violence Prevention

1. A school district or charter school conducting an active shooter drill must provide students in middle school and high school at least one hour, or one standard class

period, of violence prevention training annually.

2. The violence prevention training must be evidence-based and may be delivered in-person, virtually, or digitally. Training must, at a minimum, teach students the following:

   a. how to identify observable warning signs and signals of an individual who may be at risk of harming oneself or others;

   b. the importance of taking threats seriously and seeking help; and

   c. the steps to report dangerous, violent, threatening, harmful, or potentially harmful activity, including providing information about the Department of Public Safety's statewide anonymous threat reporting system and any local threat reporting systems.

   [NOTE: The Minnesota legislature enacted the addition to 2.c in 2025 (Session Law Chapter 35).]

3. A school district or charter school must ensure that students have the opportunity to contribute to their school's safety and violence prevention planning, aligned with the recommendations for multihazard planning for schools, including but not limited to:

   a. student opportunities for leadership related to prevention and safety;

   b. encouragement and support to students in establishing clubs and programs focused on safety; and

   c. providing students with the opportunity to seek help from adults and to learn about prevention connected to topics including bullying, sexual harassment, sexual assault, and suicide.

H. Board Meeting

At a regularly scheduled school board meeting, a school board of a district that has conducted an active shooter drill must consider the following:

1. the effect of active shooter drills on the safety of students and staff; and

2. the effect of active shooter drills on the mental health and wellness of students and staff.

VI. MISCELLANEOUS PROCEDURES

A. Chemical Accidents

Procedures for reporting chemical accidents shall be posted at key locations such as chemistry labs, art rooms, swimming pool areas, and janitorial closets.

Note: Additional specific procedures can be found in the Emergency Operations Plan located on the district staff website at https://www.isd709.org/staff/emergency-planning-management

B. Visitors

The school district shall implement procedures mandating visitor sign in and visitors in school sites.

The school district shall implement procedures to minimize outside entry into school sites except at designated check-in points and assure that all doors are locked prior to and after regular site hours.

C. Student Victims of Criminal Offenses at or on School Property

The school district shall establish procedures allowing student victims of criminal offenses on school property the opportunity to transfer to another school within the school district.

Legal References:
Minn. Stat. Ch. 12 (Emergency Management)
Minn. Stat. Ch. 12A (Natural Disaster; State Assistance)
Minn. Stat. § 121A.035 (Crisis Management Policy)
Minn. Stat. § 121A.038 (Students Safe at School)
Minn. Stat. § 121A.06 (Reports of Dangerous Weapon Incidents in School Zones)
Minn. Stat. § 299F.30 (Fire Drill in School; Doors and Exits)
Minn. Stat. § 326B.02, Subd. 6 (Powers)
Minn. Stat. § 326B.106 (General Powers of Commissioner of Labor and Industry)
Minn. Stat. § 609.605, Subd. 4 (Trespasses)
Minn. Rules Ch. 7511 (Fire Code)
20 U.S.C. § 1681, *et seq.* (Title IX)
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)
20 U.S.C. § 7912 (Unsafe School Choice Option)
42 U.S.C. § 5121 *et seq.* (Disaster Relief and Emergency Assistance)

Cross References:
MSBA/MASA Model Policy 407 (Employee Right to Know – Exposure to Hazardous Substances)
ISD 709 Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 501 (School Weapons Policy)
MSBA/MASA Model Policy 506 (Student Discipline)
ISD 709 Policy 532 (Use of Peace Officers and Crisis Teams to Remove Students with IEPs from School Grounds)
MSBA/MASA Model Policy 903 (Visitors to School District Buildings and Sites)
Comprehensive School Safety Guide
Minnesota School Safety Center - Resources (mn.gov)
ISD 709 Emergency Operations Plan
ISD 709 Emergency Site Specific Operations Plan

Resources:
I Love U Guys Foundation, *Standard Response Protocol*
https://iloveuguys.org/The-Standard-Response-Protocol.html (012325)

~~Safe and Sound Schools~~
~~https://safeandsoundschools.org/ (012325)~~

National Association of School Psychologists
PREPaRE Model

Replacing: Policy 5123, 4040, 4040R
First Reading: 1/22/2019
Adopted: 2/26/2019
First Reading: 1/14/2025

Second Reading: 2/11/2025
Adopted: 2/25/2025

806 CRISIS MANAGEMENT POLICY

I. PURPOSE

The purpose of this Crisis Management Policy is to act as a guide for school district and site administrators, school employees, students, school board members, and community members to address a wide range of potential crisis situations in the school district. The step-by-step procedures suggested by this Policy will provide guidance to each school site in drafting crisis management plans to coordinate protective actions prior to, during, and after any type of emergency or potential crisis situation. Each school district should develop tailored site specific crisis management plans for each school site in the school district, and sections or procedures may be added or deleted in those crisis management plans based on site needs.

The school district will engage in ongoing emergency planning within the school district and with emergency responders and other relevant community organizations. The school district will ensure that relevant emergency responders in the community have access to their site specific crisis management plans and will provide training to school district staff to enable them to act appropriately in the event of a crisis.

II. GENERAL INFORMATION

A. The Policy and Plans

The school district's Crisis Management Policy and the District Emergency Operations Plan (EOP) have been created in consultation with local community response agencies and other appropriate individuals and groups that would likely be involved in the event of a school emergency. It is designed so that each site administrator can tailor a site specific crisis management plan to meet that site's specific situation and needs.

The school district's administration and/or the administration of each site shall present tailored site specific crisis management plans to the District Emergency Operations Committee (EOC) for review and approval. The site specific crisis management plans will include crisis-specific procedures. Upon approval by the EOC, such crisis management plans shall be an addendum to the District Emergency Operations Procedure Manual (EOP). This EOP and the site specific plans will be maintained and updated on an annual basis.

B. District Crisis Management Policy

1. General Crisis Procedures. The Crisis Management Policy includes general crisis procedures for securing buildings, classroom evacuation, building evacuation, campus evacuation, and sheltering. The Policy designates the individual(s) who will determine when these actions will be taken. These district-wide procedures may be modified by site administrators when creating their site specific crisis management plans. A communication system will be in place to enable the designated individual to be contacted at all times in the event of a potential crisis, setting forth the method to contact the designated individual, the provision of at least two designees when the contact person is unavailable, and the method to convey contact information to the appropriate staff persons. The alternative designees may include members of the Site Emergency Operations Committee. A secondary method of communication should be included in the plan for use when the primary method of communication is inoperable. Each site in the school district will have access to a copy of the Emergency Operations Plan (EOP) to assist in the development of building-specific crisis management plans.

   All general crisis procedures will address specific procedures for the safe evacuation of children and employees with special needs such as physical, sensory, motor, developmental, and mental health challenges.

2. Crisis-Specific Procedures.

The Crisis Management Policy includes crisis-specific procedures for crisis situations that may occur during the school day or at school-sponsored events and functions. These district-wide procedures are designed to enable building administrators to tailor response procedures when creating building-specific crisis management plans.

Note: The Emergency Operations Plan can be found on the district staff website at https://www.isd709.org/staff/emergency-planning-management

3. School Emergency Response Teams

a. Composition. The administrator at each site will select a school emergency response team (Site Emergency Operations Committee or EOC) that will be trained to respond to emergency situations. All Site EOC members will receive ongoing training to carry out the District EOP and Site Specific EOP and will have knowledge of procedures, evacuation routes, and safe areas. For purposes of student safety and accountability Site EOC members will not have direct responsibility for the supervision of students. Team members must be willing to be actively involved in the resolution of crises and be available to assist in any crisis situation as deemed necessary by the site administrator. Each site will maintain a current list of Site EOC members which will be updated annually. The site administrator, and alternative designees, will know the location of that list in the event of a school emergency. A copy of the list will be kept on file in the school district office.

[Note: The Emergency Operations Plan has a sample Site Emergency Operations Committee list.]

b. Leaders. The site administrator or designee will serve as the leader of the Site EOC and will be the primary contact for emergency response officials. When emergency response officials are present, they may elect to take command and control of the crisis. It is critical in this situation that school officials assume a resource role and be available as necessary to emergency response officials.

III. PREPARATION BEFORE AN EMERGENCY

A. Communication

1. District Employees. Teachers generally have the most direct contact with students on a day-to-day basis. As a result, they must be aware of their role in responding to crisis situations. This also applies to non-teaching school personnel who have direct contact with students. All staff shall be aware of the school district's EOP and their own Site EOP. Each school's Site EOP shall include the method and dates of dissemination of the plan to its staff. Employees will receive a copy of the relevant Site EOP and shall receive periodic training on plan implementation.

2. Students and Families The District's EOP shall set forth how students and families are made aware of the district's Emergency Procedures. Students shall receive specific instruction on plan implementation and shall participate in a required number of drills and practice sessions throughout the school year.

B. Training and Preparation for Emergencies

The Emergency Operations Plan includes training procedures and requirements for students and staff.

1. The Emergency Operations Plan includes training procedures and requirements for students and staff.

2. Required safety drills will be coordinated and documented at each site by the site facilities staff and school administrator.

C. Facility Diagrams and Site Plans

All school sites will have a facility diagram and site plan that includes the location of primary and secondary evacuation routes, exits, designated safe areas inside and outside of the building, and the location of fire alarm control panel, fire alarms, fire extinguishers, hoses, water spigots, and utility shut offs. All facility diagrams and site plans will be updated regularly and whenever a major change is made to a site. Facility diagrams and site plans will be maintained by the site administrator and will be easily accessible and on file in the school district office. Facility diagrams and site plans will be provided to first responders, such as fire and law enforcement personnel.

D. Emergency Telephone Numbers

Each site will maintain a current list of emergency telephone numbers and the names and addresses of local, county, and state personnel who may be involved in a crisis situation. The list will include telephone numbers for local police, fire, ambulance, hospital, the Poison Control Center, county and state emergency management agencies, local public works departments, local utility companies, the public health nurse, mental health/suicide hotlines, and the county welfare agency. A copy of this list will be kept on file in the Site Specific EOP, and updated annually.

School district employees will receive training on how to make emergency contacts, including 911 calls, when the school district's main telephone number and location is electronically conveyed to emergency personnel instead of the specific site in need of emergency services.

School district plans will set forth a process to internally communicate an emergency to rapidly convey emergency information to multiple site designees. Each plan will identify multiple methods of communication for both internal and district wide use.

E. Warning and Notification Systems

The school district shall maintain a warning system designed to inform students, staff, and visitors of a crisis or emergency. This system shall be maintained on a regular basis under the maintenance plan for all school sites. The school district should consider an alternate notification system to address the needs of staff and students with special needs, such as vision or hearing, and to plan for the needs of areas where a public address system may not be heard clearly.

F. Early School Closure Procedures

The Superintendent or designee will make decisions about closing school or sites as early in the day as possible. The early school closure procedures will set forth the criteria for early school closure (e.g., weather-related, utility failure, or a crisis situation), will specify how closure decisions will be communicated to staff, students,

families, and the school community (designated broadcast media, local authorities, e-mail, or district or school site web sites), and will discuss the factors to be considered in closing and reopening a school or site.

Early school closure procedures also will include a reminder to parents and guardians to listen to designated local radio and TV stations for school closing announcements, where possible.

G. Media Procedures

The superintendent or designee has the authority and discretion to notify parents or guardians and the school community in the event of a crisis or early school closure. The superintendent or designee will designate a spokesperson who will notify the media in the event of a crisis or early school closure. The spokesperson shall receive training to ensure that the district is in strict compliance with federal and state law relative to the release of private data when conveying information to the media.

H. District and School Mental Health Recovery Teams

The District and/or School Mental Health Recovery Team procedures will set forth the procedure for initiating Crisis Response Recovery Plans. The procedures will utilize available resources including the social workers, counselors, community crisis recovery teams, or others in the community. The District and/or School Mental Health Recovery Team procedures will be used whenever the Superintendent or the site administrator determines it to be necessary, such as after an assault, a hostage situation, shooting, or death by suicide.

IV. ACTIVE SHOOTER DRILL

Duluth Public Schools does not perform Active Shooter Simulations. We conduct lockdown drills, referred to below and by state statute as "active shooter drills". The district would follow state statute if active shooter simulations were ever used.

A. Definitions

1. "Active shooter drill," called a Lockdown Drill in Duluth Public Schools, means an emergency preparedness drill designed to teach students, teachers, school personnel, and staff how to respond in the event of an armed intruder on campus or an armed assailant in the immediate vicinity of the school. An active shooter drill is not an active shooter simulation, nor may an active shooter drill include any sensorial components, activities, or elements which mimic a real life shooting.

2. "Active shooter simulation" means an emergency exercise including full-scale or functional exercises, designed to teach adult school personnel and staff how to respond in the event of an armed intruder on campus or an armed assailant in the immediate vicinity of the school which also incorporates sensorial components, activities, or elements mimicking a real life shooting. Activities or elements mimicking a real life shooting include, but are not limited to, simulation of tactical response by law enforcement. An active shooter simulation is not an active shooter or lockdown drill.

3. "Evidence-based" means a program or practice that demonstrates any of the

following:

a. a statistically significant effect on relevant outcomes based on any of the following:

i. strong evidence from one or more well designed and well implemented experimental studies;

ii. moderate evidence from one or more well designed and well implemented quasi-experimental studies; or

iii. promising evidence from one or more well designed and well implemented correlational studies with statistical controls for selection bias; or

b. a rationale based on high-quality research findings or positive evaluations that the program or practice is likely to improve relevant outcomes, including the ongoing efforts to examine the effects of the program or practice.

4. "Full-scale exercise" means an operations-based exercise that is typically the most complex and resource-intensive of the exercise types and often involves multiple agencies, jurisdictions, organizations, and real-time movement of resources.

5. "Functional exercises" means an operations-based exercise designed to assess and evaluate capabilities and functions while in a realistic, real-time environment, however, movement of resources is usually simulated.

B. Criteria

An active shooter drill conducted according to Minnesota Statutes, section 121A.037 with students in early childhood through grade 12 must be:

1. accessible;

2. developmentally appropriate and age appropriate, including using appropriate safety language and vocabulary;

3. culturally aware;

4. trauma-informed; and

5. inclusive of accommodations for students with mobility restrictions, sensory needs, developmental or physical disabilities, mental health needs, and auditory or visual limitations.

C. Student Mental Health and Wellness

Active shooter drill protocols must include a reasonable amount of time immediately following the drill for teachers to debrief with their students. The opportunity to debrief must be provided to students before regular classroom activity may resume. During the debrief period, students must be allowed to access any mental health services available on campus, including counselors, school psychologists, social workers, or cultural liaisons.

Note: Duluth Public Schools does not conduct Active Shooter simulations.

D. Notice

1. The school district must provide notice of a pending active shooter drill to every student's parent or legal guardian before an active shooter drill is conducted. Whenever practicable, notice must be provided at least 24 hours in advance of a pending active shooter drill and inform the parent or legal guardian of the right to opt their student out of participating. Each site will publish tentative drill dates at the beginning of the school year. These tentative dates may be shared via school newsletter and will also appear on the calendar on the school website.

2. If a student is opted out of participating in an active shooter drill, no negative consequence must impact the student's general school attendance record nor may nonparticipation alone make a student ineligible to participate in or attend school activities.

3. The Commissioner of the Minnesota Department of Education must ensure the availability of alternative safety education for students who are opted out of participating or otherwise exempted from an active shooter drill. Alternative safety education must provide essential safety instruction through less sensorial safety training methods and must be appropriate for students with mobility restrictions, sensory needs, developmental or physical disabilities, mental health needs, and auditory or visual limitations. If a parent or guardian chooses to opt their child out of active shooter drills (lockdown drills) the parent or guardian will be required to meet with administration to discuss the importance of the drills and how drills are being conducted in an age appropriate, trauma informed manner. If the parent or guardian still chooses opt out as their preference, the student then will go through the information with a principal, social worker, counselor, case manager, or other appropriate staff member. Other alternative education opportunities may be presented to teach the skill without using a drill format.

E. Participation in Active Shooter Drills

Any student in early childhood through grade 12 must not be required to participate in an active shooter drill that does not meet the Criteria set forth above. If a parent or guardian has chosen to opt their child out of drills, at the meeting with administration the team will determine what the child will do while the school is conducting a drill. Options include allowing the student to sit in an office or conference room during a drill, keeping the student out of school during a drill, or other alternatives as determined by the parent or guardian and administrator.

F. Active Shooter Simulations

Duluth Public Schools will not conduct Active Shooter Simulations.

G. Violence Prevention

1. A school district or charter school conducting an active shooter drill must provide students in middle school and high school at least one hour, or one standard class period, of violence prevention training annually.

2. The violence prevention training must be evidence-based and may be delivered in-person, virtually, or digitally. Training must, at a minimum, teach students the following:

a. how to identify observable warning signs and signals of an individual who may be at risk of harming oneself or others;

b. the importance of taking threats seriously and seeking help; and

c. the steps to report dangerous, violent, threatening, harmful, or potentially harmful activity, including providing information about the Department of Public Safety's statewide anonymous threat reporting system and any local threat reporting systems.

3. A school district or charter school must ensure that students have the opportunity to contribute to their school's safety and violence prevention planning, aligned with the recommendations for multihazard planning for schools, including but not limited to:

a. student opportunities for leadership related to prevention and safety;

b. encouragement and support to students in establishing clubs and programs focused on safety; and

c. providing students with the opportunity to seek help from adults and to learn about prevention connected to topics including bullying, sexual harassment, sexual assault, and suicide.

H. Board Meeting

At a regularly scheduled school board meeting, a school board of a district that has conducted an active shooter drill must consider the following:

1. the effect of active shooter drills on the safety of students and staff; and

2. the effect of active shooter drills on the mental health and wellness of students and staff.

VI. MISCELLANEOUS PROCEDURES

A. Chemical Accidents

Procedures for reporting chemical accidents shall be posted at key locations such as chemistry labs, art rooms, swimming pool areas, and janitorial closets.

Note: Additional specific procedures can be found in the Emergency Operations Plan located on the district staff website at https://www.isd709.org/staff/emergency-planning-management

B. Visitors

The school district shall implement procedures mandating visitor sign in and visitors in school sites.

The school district shall implement procedures to minimize outside entry into school sites except at designated check-in points and assure that all doors are locked prior to and after regular site hours.

C. Student Victims of Criminal Offenses at or on School Property

The school district shall establish procedures allowing student victims of criminal

offenses on school property the opportunity to transfer to another school within the school district.

Legal References:
Minn. Stat. Ch. 12 (Emergency Management)
Minn. Stat. Ch. 12A (Natural Disaster; State Assistance)
Minn. Stat. § 121A.035 (Crisis Management Policy)
Minn. Stat. § 121A.038 (Students Safe at School)
Minn. Stat. § 121A.06 (Reports of Dangerous Weapon Incidents in School Zones)
Minn. Stat. § 299F.30 (Fire Drill in School; Doors and Exits)
Minn. Stat. § 326B.02, Subd. 6 (Powers)
Minn. Stat. § 326B.106 (General Powers of Commissioner of Labor and Industry)
Minn. Stat. § 609.605, Subd. 4 (Trespasses)
Minn. Rules Ch. 7511 (Fire Code)
20 U.S.C. § 1681, *et seq.* (Title IX)
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)
20 U.S.C. § 7912 (Unsafe School Choice Option)
42 U.S.C. § 5121 *et seq.* (Disaster Relief and Emergency Assistance)

Cross References:
MSBA/MASA Model Policy 407 (Employee Right to Know – Exposure to Hazardous Substances)
ISD 709 Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 501 (School Weapons Policy)
MSBA/MASA Model Policy 506 (Student Discipline)
ISD 709 Policy 532 (Use of Peace Officers and Crisis Teams to Remove Students with IEPs from School Grounds)
MSBA/MASA Model Policy 903 (Visitors to School District Buildings and Sites)
Comprehensive School Safety Guide
Minnesota School Safety Center - Resources (mn.gov)
ISD 709 Emergency Operations Plan
ISD 709 Emergency Site Specific Operations Plan

Resources:
I Love U Guys Foundation, *Standard Response Protocol*
https://iloveuguys.org/The-Standard-Response-Protocol.html (012325)

National Association of School Psychologists
PREPaRE Model

Replacing:	Policy 5123, 4040, 4040R
First Reading:	1/22/2019
Adopted:	2/26/2019
First Reading:	1/14/2025
Second Reading:	2/11/2025
Adopted:	2/25/2025
Reviewed:	9/11/2025

806 CRISIS MANAGEMENT POLICY

I. PURPOSE

The purpose of this Crisis Management Policy is to act as a guide for school district and site administrators, school employees, students, school board members, and community members to address a wide range of potential crisis situations in the school district. The step-by-step procedures suggested by this Policy will provide guidance to each school site in drafting crisis management plans to coordinate protective actions prior to, during, and after any type of emergency or potential crisis situation. Each school district should develop tailored site specific crisis management plans for each school site in the school district, and sections or procedures may be added or deleted in those crisis management plans based on site needs.

The school district will engage in ongoing emergency planning within the school district and with emergency responders and other relevant community organizations. The school district will ensure that relevant emergency responders in the community have access to their site specific crisis management plans and will provide training to school district staff to enable them to act appropriately in the event of a crisis.

II. GENERAL INFORMATION

A. The Policy and Plans

The school district's Crisis Management Policy and the District Emergency Operations Plan (EOP) have been created in consultation with local community response agencies and other appropriate individuals and groups that would likely be involved in the event of a school emergency. It is designed so that each site administrator can tailor a site specific crisis management plan to meet that site's specific situation and needs.

The school district's administration and/or the administration of each site shall present tailored site specific crisis management plans to the District Emergency Operations Committee (EOC) for review and approval. The site specific crisis management plans will include crisis-specific procedures. Upon approval by the EOC, such crisis management plans shall be an addendum to the District Emergency Operations Procedure Manual (EOP). This EOP and the site specific plans will be maintained and updated on an annual basis.

B. District Crisis Management Policy

1. General Crisis Procedures. The Crisis Management Policy includes general crisis procedures for securing buildings, classroom evacuation, building evacuation, campus evacuation, and sheltering. The Policy designates the individual(s) who will determine when these actions will be taken. These district-wide procedures may be modified by site administrators when creating their site specific crisis management plans. A communication system will be in place to enable the designated individual to be contacted at all times in the event of a potential crisis, setting forth the method to contact the designated individual, the provision of at least two designees when the contact person is unavailable, and the method to convey contact information to the appropriate staff persons. The alternative designees may include members of the Site Emergency Operations Committee. A secondary method of communication should be included in the plan for use when the primary method of communication is inoperable. Each site in the school district will have access to a copy of the Emergency Operations Plan (EOP) to assist in the development of building-specific crisis management plans.

   All general crisis procedures will address specific procedures for the safe evacuation of children and employees with special needs such as physical,

sensory, motor, developmental, and mental health challenges.

2. Crisis-Specific Procedures.

The Crisis Management Policy includes crisis-specific procedures for crisis situations that may occur during the school day or at school-sponsored events and functions. These district-wide procedures are designed to enable building administrators to tailor response procedures when creating building-specific crisis management plans.

Note: The Emergency Operations Plan can be found on the district staff website at https://www.isd709.org/staff/emergency-planning-management

3. School Emergency Response Teams

a. Composition. The administrator at each site will select a school emergency response team (Site Emergency Operations Committee or EOC) that will be trained to respond to emergency situations. All Site EOC members will receive ongoing training to carry out the District EOP and Site Specific EOP and will have knowledge of procedures, evacuation routes, and safe areas. For purposes of student safety and accountability Site EOC members will not have direct responsibility for the supervision of students. Team members must be willing to be actively involved in the resolution of crises and be available to assist in any crisis situation as deemed necessary by the site administrator. Each site will maintain a current list of Site EOC members which will be updated annually. The site administrator, and alternative designees, will know the location of that list in the event of a school emergency. A copy of the list will be kept on file in the school district office.

[Note: The Emergency Operations Plan has a sample Site Emergency Operations Committee list.]

b. Leaders. The site administrator or designee will serve as the leader of the Site EOC and will be the primary contact for emergency response officials. When emergency response officials are present, they may elect to take command and control of the crisis. It is critical in this situation that school officials assume a resource role and be available as necessary to emergency response officials.

III. PREPARATION BEFORE AN EMERGENCY

A. Communication

1. District Employees. Teachers generally have the most direct contact with students on a day-to-day basis. As a result, they must be aware of their role in responding to crisis situations. This also applies to non-teaching school personnel who have direct contact with students. All staff shall be aware of the school district's EOP and their own Site EOP. Each school's Site EOP shall include the method and dates of dissemination of the plan to its staff. Employees will receive a copy of the relevant Site EOP and shall receive periodic training on plan implementation.

2. Students and Families The District's EOP shall set forth how students and families are made aware of the district's Emergency Procedures. Students shall receive specific instruction on plan implementation and shall participate in a

required number of drills and practice sessions throughout the school year.

B. Training and Preparation for Emergencies

The Emergency Operations Plan includes training procedures and requirements for students and staff.

1. The Emergency Operations Plan includes training procedures and requirements for students and staff.

2. Required safety drills will be coordinated and documented at each site by the site facilities staff and school administrator.

C. Facility Diagrams and Site Plans

All school sites will have a facility diagram and site plan that includes the location of primary and secondary evacuation routes, exits, designated safe areas inside and outside of the building, and the location of fire alarm control panel, fire alarms, fire extinguishers, hoses, water spigots, and utility shut offs. All facility diagrams and site plans will be updated regularly and whenever a major change is made to a site. Facility diagrams and site plans will be maintained by the site administrator and will be easily accessible and on file in the school district office. Facility diagrams and site plans will be provided to first responders, such as fire and law enforcement personnel.

D. Emergency Telephone Numbers

Each site will maintain a current list of emergency telephone numbers and the names and addresses of local, county, and state personnel who may be involved in a crisis situation. The list will include telephone numbers for local police, fire, ambulance, hospital, the Poison Control Center, county and state emergency management agencies, local public works departments, local utility companies, the public health nurse, mental health/suicide hotlines, and the county welfare agency. A copy of this list will be kept on file in the Site Specific EOP, and updated annually.

School district employees will receive training on how to make emergency contacts, including 911 calls, when the school district's main telephone number and location is electronically conveyed to emergency personnel instead of the specific site in need of emergency services.

School district plans will set forth a process to internally communicate an emergency to rapidly convey emergency information to multiple site designees. Each plan will identify multiple methods of communication for both internal and district wide use.

E. Warning and Notification Systems

The school district shall maintain a warning system designed to inform students, staff, and visitors of a crisis or emergency. This system shall be maintained on a regular basis under the maintenance plan for all school sites. The school district should consider an alternate notification system to address the needs of staff and students with special needs, such as vision or hearing, and to plan for the needs of areas where a public address system may not be heard clearly.

F. Early School Closure Procedures

The Superintendent or designee will make decisions about closing school or sites as early in the day as possible. The early school closure procedures will set forth the

criteria for early school closure (e.g., weather-related, utility failure, or a crisis situation), will specify how closure decisions will be communicated to staff, students, families, and the school community (designated broadcast media, local authorities, e-mail, or district or school site web sites), and will discuss the factors to be considered in closing and reopening a school or site.

Early school closure procedures also will include a reminder to parents and guardians to listen to designated local radio and TV stations for school closing announcements, where possible.

G. Media Procedures

The superintendent or designee has the authority and discretion to notify parents or guardians and the school community in the event of a crisis or early school closure. The superintendent or designee will designate a spokesperson who will notify the media in the event of a crisis or early school closure. The spokesperson shall receive training to ensure that the district is in strict compliance with federal and state law relative to the release of private data when conveying information to the media.

H. District and School Mental Health Recovery Teams

The District and/or School Mental Health Recovery Team procedures will set forth the procedure for initiating Crisis Response Recovery Plans. The procedures will utilize available resources including the social workers, counselors, community crisis recovery teams, or others in the community. The District and/or School Mental Health Recovery Team procedures will be used whenever the Superintendent or the site administrator determines it to be necessary, such as after an assault, a hostage situation, shooting, or death by suicide.

IV. ACTIVE SHOOTER DRILL

Duluth Public Schools does not perform Active Shooter Simulations. We conduct lockdown drills, referred to below and by state statute as "active shooter drills". The district would follow state statute if active shooter simulations were ever used.

A. Definitions

1. "Active shooter drill," called a Lockdown Drill in Duluth Public Schools, means an emergency preparedness drill designed to teach students, teachers, school personnel, and staff how to respond in the event of an armed intruder on campus or an armed assailant in the immediate vicinity of the school. An active shooter drill is not an active shooter simulation, nor may an active shooter drill include any sensorial components, activities, or elements which mimic a real life shooting.

2. "Active shooter simulation" means an emergency exercise including full-scale or functional exercises, designed to teach adult school personnel and staff how to respond in the event of an armed intruder on campus or an armed assailant in the immediate vicinity of the school which also incorporates sensorial components, activities, or elements mimicking a real life shooting. Activities or elements mimicking a real life shooting include, but are not limited to, simulation of tactical response by law enforcement. An active shooter simulation is not an active shooter or lockdown drill.

3. "Evidence-based" means a program or practice that demonstrates any of the following:

   a. a statistically significant effect on relevant outcomes based on any of the following:

      i. strong evidence from one or more well designed and well implemented experimental studies;

      ii. moderate evidence from one or more well designed and well implemented quasi-experimental studies; or

      iii. promising evidence from one or more well designed and well implemented correlational studies with statistical controls for selection bias; or

   b. a rationale based on high-quality research findings or positive evaluations that the program or practice is likely to improve relevant outcomes, including the ongoing efforts to examine the effects of the program or practice.

4. "Full-scale exercise" means an operations-based exercise that is typically the most complex and resource-intensive of the exercise types and often involves multiple agencies, jurisdictions, organizations, and real-time movement of resources.

5. "Functional exercises" means an operations-based exercise designed to assess and evaluate capabilities and functions while in a realistic, real-time environment, however, movement of resources is usually simulated.

B. Criteria

An active shooter drill conducted according to Minnesota Statutes, section 121A.037 with students in early childhood through grade 12 must be:

1. accessible;

2. developmentally appropriate and age appropriate, including using appropriate safety language and vocabulary;

3. culturally aware;

4. trauma-informed; and

5. inclusive of accommodations for students with mobility restrictions, sensory needs, developmental or physical disabilities, mental health needs, and auditory or visual limitations.

C. Student Mental Health and Wellness

Active shooter drill protocols must include a reasonable amount of time immediately following the drill for teachers to debrief with their students. The opportunity to debrief must be provided

to students before regular classroom activity may resume. During the debrief period, students must be allowed to access any mental health services available on campus, including counselors, school psychologists, social workers, or cultural liaisons.

Note: Duluth Public Schools does not conduct Active Shooter simulations.

D. Notice

1. The school district must provide notice of a pending active shooter drill to every student's parent or legal guardian before an active shooter drill is conducted. Whenever practicable, notice must be provided at least 24 hours in advance of a pending active shooter drill and inform the parent or legal guardian of the right to opt their student out of participating. Each site will publish tentative drill dates at the beginning of the school year. These tentative dates may be shared via school newsletter and will also appear on the calendar on the school website.

2. If a student is opted out of participating in an active shooter drill, no negative consequence must impact the student's general school attendance record nor may nonparticipation alone make a student ineligible to participate in or attend school activities.

3. The Commissioner of the Minnesota Department of Education must ensure the availability of alternative safety education for students who are opted out of participating or otherwise exempted from an active shooter drill. Alternative safety education must provide essential safety instruction through less sensorial safety training methods and must be appropriate for students with mobility restrictions, sensory needs, developmental or physical disabilities, mental health needs, and auditory or visual limitations. If a parent or guardian chooses to opt their child out of active shooter drills (lockdown drills) the parent or guardian will be required to meet with administration to discuss the importance of the drills and how drills are being conducted in an age appropriate, trauma informed manner. If the parent or guardian still chooses opt out as their preference, the student then will go through the information with a principal, social worker, counselor, case manager, or other appropriate staff member. Other alternative education opportunities may be presented to teach the skill without using a drill format.

E. Participation in Active Shooter Drills

Any student in early childhood through grade 12 must not be required to participate in an active shooter drill that does not meet the Criteria set forth above. If a parent or guardian has chosen to opt their child out of drills, at the meeting with administration the team will determine what the child will do while the school is conducting a drill. Options include allowing the student to sit in an office or conference room during a drill, keeping the student out of school during a drill, or other alternatives as determined by the parent or guardian and administrator.

F. Active Shooter Simulations

Duluth Public Schools will not conduct Active Shooter Simulations.

G. Violence Prevention

1. A school district or charter school conducting an active shooter drill must provide students in middle school and high school at least one hour, or one standard class

period, of violence prevention training annually.

2. The violence prevention training must be evidence-based and may be delivered in-person, virtually, or digitally. Training must, at a minimum, teach students the following:

   a. how to identify observable warning signs and signals of an individual who may be at risk of harming oneself or others;

   b. the importance of taking threats seriously and seeking help; and

   c. the steps to report dangerous, violent, threatening, harmful, or potentially harmful activity.

3. A school district or charter school must ensure that students have the opportunity to contribute to their school's safety and violence prevention planning, aligned with the recommendations for multihazard planning for schools, including but not limited to:

   a. student opportunities for leadership related to prevention and safety;

   b. encouragement and support to students in establishing clubs and programs focused on safety; and

   c. providing students with the opportunity to seek help from adults and to learn about prevention connected to topics including bullying, sexual harassment, sexual assault, and suicide.

H. Board Meeting

At a regularly scheduled school board meeting, a school board of a district that has conducted an active shooter drill must consider the following:

1. the effect of active shooter drills on the safety of students and staff; and

2. the effect of active shooter drills on the mental health and wellness of students and staff.

VI. MISCELLANEOUS PROCEDURES

A. Chemical Accidents

Procedures for reporting chemical accidents shall be posted at key locations such as chemistry labs, art rooms, swimming pool areas, and janitorial closets.

Note: Additional specific procedures can be found in the Emergency Operations Plan located on the district staff website at https://www.isd709.org/staff/emergency-planning-management

B. Visitors

The school district shall implement procedures mandating visitor sign in and visitors in school sites.

The school district shall implement procedures to minimize outside entry into school

sites except at designated check-in points and assure that all doors are locked prior to and after regular site hours.

C. Student Victims of Criminal Offenses at or on School Property

The school district shall establish procedures allowing student victims of criminal offenses on school property the opportunity to transfer to another school within the school district.

Legal References:
Minn. Stat. Ch. 12 (Emergency Management)
Minn. Stat. Ch. 12A (Natural Disaster; State Assistance)
Minn. Stat. § 121A.035 (Crisis Management Policy)
Minn. Stat. § 121A.038 (Students Safe at School)
Minn. Stat. § 121A.06 (Reports of Dangerous Weapon Incidents in School Zones)
Minn. Stat. § 299F.30 (Fire Drill in School; Doors and Exits)
Minn. Stat. § 326B.02, Subd. 6 (Powers)
Minn. Stat. § 326B.106 (General Powers of Commissioner of Labor and Industry)
Minn. Stat. § 609.605, Subd. 4 (Trespasses)
Minn. Rules Ch. 7511 (Fire Code)
20 U.S.C. § 1681, *et seq.* (Title IX)
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)
20 U.S.C. § 7912 (Unsafe School Choice Option)
42 U.S.C. § 5121 *et seq.* (Disaster Relief and Emergency Assistance)

Cross References:
MSBA/MASA Model Policy 407 (Employee Right to Know – Exposure to Hazardous Substances)
ISD 709 Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 501 (School Weapons Policy)
MSBA/MASA Model Policy 506 (Student Discipline)
ISD 709 Policy 532 (Use of Peace Officers and Crisis Teams to Remove Students with IEPs from School Grounds)
MSBA/MASA Model Policy 903 (Visitors to School District Buildings and Sites)
Comprehensive School Safety Guide
Minnesota School Safety Center - Resources (mn.gov)
ISD 709 Emergency Operations Plan
ISD 709 Emergency Site Specific Operations Plan

Replacing: Policy 5123, 4040, 4040R
First Reading: 1/22/2019
Adopted: 2/26/2019
First Reading: 1/14/2025
Second Reading: 2/11/2025
Adopted: 2/25/2025

503 STUDENT ATTENDANCE

I. PURPOSE

A. The school board believes that regular school attendance is directly related to success in academic work, benefits students socially, provides opportunities for important communications between teachers and students, and establishes regular habits of dependability important to the future of the student. The purpose of this policy is to encourage regular school attendance. It is intended to be positive and not punitive.

B. This policy also recognizes that class attendance is a joint responsibility to be shared by the student, parent or guardian, teacher, and administrators. This policy will assist students in attending class.

II. GENERAL STATEMENT OF POLICY

A. Responsibilities

1. Student's Responsibility

It is the student's right to be in school. It is also the student's responsibility to attend all assigned classes and study halls every day that school is in session and to be aware of and follow the correct procedures when absent from an assigned class or study hall. Finally, it is the student's responsibility to request any missed assignments due to an absence.

2. Parent or Guardian's Responsibility

It is the responsibility of the student's parent or guardian to ensure the student is attending school, to inform the school in the event of a student absence, and to work cooperatively with the school and the student to solve any attendance problems that may arise.

3. Teacher's Responsibility

It is the teacher's responsibility to take daily attendance and to maintain accurate attendance records in each assigned class and study hall. It is also the teacher's responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly. It is also the teacher's responsibility to provide any student who has been absent with any missed assignments upon request. Finally, it is the teacher's responsibility to work cooperatively with the student's parent or guardian and the student to solve any attendance problems that may arise.

4. Administrator's Responsibility

a. It is the administrator's responsibility to require students to attend all assigned classes and study halls. It is also the administrator's responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly to all students, to maintain accurate records on student attendance, and to prepare a list of the previous day's absences stating the status of each. Finally, it is the administrator's responsibility to inform the student's parent or guardian of the student's attendance and to work cooperatively with them and

the student to solve attendance problems.

b. In accordance with the Minnesota Compulsory Instruction Law, Minnesota. Statutes, section 120A.22, the students of the school district are REQUIRED to attend all assigned classes and/or study halls every day school is in session, unless the student has been excused by the school board from attendance because the student has already completed state and school district standards required to graduate from high school, has withdrawn, or has a valid excuse for absence.

B. Attendance Procedures

Attendance procedures shall be presented to the school board for review and approval. When approved by the school board, the attendance procedures will be included as an addendum to this policy.

1. Excused Absences

a. A parent, guardian, or other person having control of a child may apply to a school district to have the child excused from attendance for the whole or any part of the time school is in session during any school year. Application may be made to ~~any member of the board,~~ a truant officer, or the school official designated by the ~~a~~ principal~~, or the superintendent~~. A note from a physician or a licensed mental health professional stating that the child cannot attend school is a valid excuse.

[NOTE: The 2025 Minnesota legislature amended Minnesota Statutes, section 120A.22 as indicated above.]

b. To be considered an excused absence, the student's parent or legal guardian may be asked to verify, in writing, the reason for the student's absence from school.

c. The board of the district in which the child resides may approve the application under subparagraph (a) above upon a legitimate exception being demonstrated to the satisfaction of that board.

d. Legitimate Exceptions

The following reasons shall be sufficient to constitute excused absences:

(1) that the child's physical or mental health is such as to prevent attendance at school or application to study for the period required, which includes:

(a) child illness, medical, dental, orthodontic, or counseling appointments; including appointments conducted through telehealth.;

(b) family emergencies;

(c) the death or serious illness or funeral of an immediate family member;

(d) active duty in any military branch of the United States;

(e) the child has a condition that requires ongoing treatment for a mental health diagnosis; or

(f) other exemptions included in this attendance policy:
(1) College campus visits
(2) Extreme weather conditions considered by the parent/guardian to be too dangerous for the student to attend school
(3) Driver's examination. The school requires documentation in order for this to be considered an excused absence.
(4) Prearranged personal or family vacations
(5) Non-school competitions or events, parent/guardian may request an excused absence for participation in a non-school sponsored athletic, dramatic or musical event. The request must be in writing in advance of the first absence and arrangements will be made to complete missed schoolwork

(2). that the child has already completed state and district standards required for graduation from high school; or

(3). that it is the wish of the parent, guardian, or other person having control of the child, that the child attend for a period or periods not exceeding in the aggregate three hours in any week, instruction conducted by a Tribal spiritual or cultural advisor, or a school for religious instruction conducted and maintained by a church, or association of churches, or any Sunday school association incorporated under the laws of this state, or any auxiliary thereof. This instruction must be conducted and maintained in a place other than a public school building, and it must not, in whole or in part, be conducted and maintained at public expense. A child may be absent from school on days that the child attends upon instruction according to this clause.

c. Consequences of Excused Absences

(1) Students whose absences are excused are required to make up all assignments missed or to complete alternative assignments as deemed appropriate by the classroom teacher.

(2) Students will be allowed 2 days to makeup work for every day absent upon return to school. Any work not completed within this period shall result in "no credit" for the missed assignment. However, the building principal or the classroom teacher may extend the time allowed for completion of make-up work in the case of an extended illness or other extenuating circumstances.

(3) A student who is absent for extended time periods due to a placement in an inpatient hospitalization behavioral health unit due to a mental health emergency or placement in a partial hospitalization program for their mental health should

be exempt from missed assignments during that time period. Middle and High School students will have a reduced workload if exemptions are not possible based on course requirements. At a maximum, teachers will require 50% of missed points to be completed. Courses that may have special circumstances requiring more work completion (such as some CITS courses) must have additional work requirements approved in writing by the building principal following consultation with the teacher and school counselor. It may warrant following the identified college's expectations and policies regarding mental health, attendance, and assignment make-up.

2. Unexcused Absences

a. The following are examples of absences which will not be excused:

(1) Truancy. An absence by a student which was not approved by the parent and/or the school district.

(2) Any absence in which the student failed to comply with any reporting requirements of the school district's attendance procedures including absences that are unreported.

(3) Work at home.

(4) Work at a business, except under a school-sponsored work release program.

(5) Absences resulting from accumulated unexcused tardies (3 tardies equal one unexcused absence).

(6) Any other absence not included under the attendance procedures set out in this policy:
(1) Working on school assignments or preparing for exams at home
(2) Personal or family vacation that is not pre-arranged with school administration
(3) Oversleeping or missing alarms
(4) Volunteer work not related to school programming
(5) Missed transportation as scheduled

b. Consequences of Unexcused Absences

(1) Absences resulting from official suspension will be handled in accordance with the Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56.

(2) Days during which a student is suspended from school shall not be counted in a student's total accumulated unexcused absences.

(3) In cases of recurring unexcused absences, the administration may also request the county attorney to file a petition with the juvenile court, pursuant to Minnesota statutes.

C. Tardiness

1. Definition: Students are expected to be in their assigned area at designated times. Failure to do so constitutes tardiness.

2. Procedures for Reporting Tardiness

   a. Students tardy at the start of school must report to the school office for an admission slip.

   b. Tardiness between periods will be handled by the teacher.

3. Excused Tardiness

   Valid excuses for tardiness are:

   a. Illness.

   b. Serious illness in the student's immediate family.

   c. A death or funeral in the student's immediate family or of a close friend or relative.

   d. Medical, dental, orthodontic, or mental health treatment.

   e. Court appearances occasioned by family or personal action.

   f. Physical emergency conditions such as fire, flood, storm, etc.

   g. Any tardiness for which the student has been excused in writing by an administrator or faculty member.

4. Unexcused Tardiness

   a. An unexcused tardiness is failing to be in an assigned area at the designated time class period commences without a valid excuse.

   b. Three unexcused tardies are equivalent to one unexcused absence.

D. Participation in Extracurricular Activities and School-Sponsored On-the-Job Training Programs

1. This policy applies to all students involved in any extracurricular activity scheduled either during or outside the school day and any school-sponsored on-the-job training programs.

2. School-initiated absences will be accepted and participation permitted.

3. A student may not participate in any activity or program if he or she has an unexcused absence from any class during the day.

4. If a student is suspended from any class, he or she may not participate in any activity or program that day.

5. If a student is absent from school due to medical reasons, he or she must present a physician's statement or a statement from the student's parent or guardian clearing the student for participation that day. The note must be presented to the coach or advisor before the student participates in the activity or program.

III. RELIGIOUS OBSERVANCE ACCOMMODATION

Reasonable efforts will be made by the school district to accommodate any student who wishes to be excused from a curricular activity for a religious observance. Requests for accommodations should be directed to the building principal.

IV. DISSEMINATION OF POLICY

1. Copies of this policy shall be made available to all students and parents at the commencement of each school year. This policy shall also be available upon request in each principal's office.

2. The school district will provide annual notice to parents of the school district's policy relating to a student's absence from school for religious observance.

V. REQUIRED REPORTING

A. Continuing Truant

Minnesota Statutes section 260A.02 provides that a continuing truant is a student who is subject to the compulsory instruction requirements of Minnesota Statutes section 120A.22 and is absent from instruction in a school, as defined in Minnesota Statutes section 120A.05, without valid excuse within a single school year for:

1. Three days if the child is in elementary school; or

2. Three or more class periods on three days if the child is in middle school, junior high school, or high school.

B. Reporting Responsibility

When a student is initially classified as a continuing truant, Minnesota Statutes section 260A.03 provides that the school attendance officer or other designated school official shall notify the student's parent or legal guardian, by first class mail or other reasonable means, of the following:

1. That the child is truant;

2. That the parent or guardian should notify the school if there is a valid excuse for the child's absences;

3. That the parent or guardian is obligated to compel the attendance of the child at school pursuant to Minnesota Statutes section 120A.22 and parents or guardians who fail to meet this obligation may be subject to prosecution under

Minnesota Statutes section 120A.34;

4. That this notification serves as the notification required by Minnesota Statutes section 120A.34;

5. That alternative educational programs and services may be available in the child's enrolling or resident district;

6. That the parent or guardian has the right to meet with appropriate school personnel to discuss solutions to the child's truancy;

7. That if the child continues to be truant, the parent and child may be subject to juvenile court proceedings under Minnesota Statutes Chapter 260C;

8. That if the child is subject to juvenile court proceedings, the child may be subject to suspension, restriction, or delay of the child's driving privilege pursuant to Minnesota Statutes section 260C.201; and

9. That it is recommended that the parent or guardian accompany the child to school and attend classes with the child for one day.

C. Habitual Truant

1. A habitual truant is a child under the age of 17 years who is absent from attendance at school without lawful excuse for seven school days per school year if the child is in elementary school or for one or more class periods on seven school days per school year if the child is in middle school, junior high school, or high school, or a child who is 17 years of age who is absent from attendance at school without lawful excuse for one or more class periods on seven school days per school year and who has not lawfully withdrawn from school.

2. A school district attendance officer shall refer a habitual truant child and the child's parent or legal guardian to appropriate services and procedures, under Minnesota Statutes Chapter 260A.

Legal References: Minn. Stat. § 120A.05 (Definitions)
Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 120A.24 (Reporting)
Minn. Stat. § 120A.26 (Enforcement and Prosecution)
Minn. Stat. § 120A.34 (Violations; Penalties)
Minn. Stat. § 120A.35 (Absence from School for Religious Observance) Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 260A.02 (Definitions)
Minn. Stat. § 260A.03 (Notice to Parent or Guardian When Child is a Continuing Truant)
Minn. Stat. § 260C.007, subd. 19 (Habitual Truant Defined)
Minn. Stat. § 260C.201 (Dispositions; Children in Need of Protection or Services or Neglected and in Foster Care)
Goss v. Lopez, 419 U.S. 565 (1975)
Slocum v. Holton Bd. of Educ., 429 N.W.2d 607 (Mich. App. Ct. 1988)
Campbell v. Bd. of Educ. of New Milford, 475 A.2d 289 (Conn. 1984)

Hamer v. Bd. of Educ. of Twp. High Sch. Dist. No. 113, 66 Ill. App.3d 7, 383 N.E.2d 231 (1978)
Gutierrez v. Sch. Dist. R-1, 585 P.2d 935 (Co. Ct. App. 1978)
Knight v. Bd. of Educ., 38 Ill. App. 3d 603, 348 N.E.2d 299 (1976)
Dorsey v. Bale, 521 S.W.2d 76 (Ky. 1975)

Cross References: MSBA/MASA Model Policy 506 (Student Discipline)

Replacing:	Policy 5025
First Reading:	03-22-2016
Adopted:	**04-19-2016 ISD 709**
First Reading:	06-20-2023
Second Reading:	07-18-2023
Adopted:	07-18-2023
First Reading:	01-14-2025
Second Reading:	02-11-2025
Adopted:	02-25-2025

503 STUDENT ATTENDANCE

I. PURPOSE

A. The school board believes that regular school attendance is directly related to success in academic work, benefits students socially, provides opportunities for important communications between teachers and students, and establishes regular habits of dependability important to the future of the student. The purpose of this policy is to encourage regular school attendance. It is intended to be positive and not punitive.

B. This policy also recognizes that class attendance is a joint responsibility to be shared by the student, parent or guardian, teacher, and administrators. This policy will assist students in attending class.

II. GENERAL STATEMENT OF POLICY

A. Responsibilities

1. Student's Responsibility

It is the student's right to be in school. It is also the student's responsibility to attend all assigned classes and study halls every day that school is in session and to be aware of and follow the correct procedures when absent from an assigned class or study hall. Finally, it is the student's responsibility to request any missed assignments due to an absence.

2. Parent or Guardian's Responsibility

It is the responsibility of the student's parent or guardian to ensure the student is attending school, to inform the school in the event of a student absence, and to work cooperatively with the school and the student to solve any attendance problems that may arise.

3. Teacher's Responsibility

It is the teacher's responsibility to take daily attendance and to maintain accurate attendance records in each assigned class and study hall. It is also the teacher's responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly. It is also the teacher's responsibility to provide any student who has been absent with any missed assignments upon request. Finally, it is the teacher's responsibility to work cooperatively with the student's parent or guardian and the student to solve any attendance problems that may arise.

4. Administrator's Responsibility

a. It is the administrator's responsibility to require students to attend all assigned classes and study halls. It is also the administrator's responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly to all students, to maintain accurate records on student attendance, and to prepare a list of the previous day's absences stating the status of each. Finally, it is the administrator's responsibility to inform the student's parent or guardian of the student's attendance and to work cooperatively with them and

the student to solve attendance problems.

b. In accordance with the Minnesota Compulsory Instruction Law, Minnesota. Statutes, section 120A.22, the students of the school district are REQUIRED to attend all assigned classes and/or study halls every day school is in session, unless the student has been excused by the school board from attendance because the student has already completed state and school district standards required to graduate from high school, has withdrawn, or has a valid excuse for absence.

B. Attendance Procedures

Attendance procedures shall be presented to the school board for review and approval. When approved by the school board, the attendance procedures will be included as an addendum to this policy.

1. Excused Absences

a. A parent, guardian, or other person having control of a child may apply to a school district to have the child excused from attendance for the whole or any part of the time school is in session during any school year. Application may be made toa truant officer, or the school official designated by the principal. A note from a physician or a licensed mental health professional stating that the child cannot attend school is a valid excuse.

b. To be considered an excused absence, the student’s parent or legal guardian may be asked to verify, in writing, the reason for the student’s absence from school.

c. The board of the district in which the child resides may approve the application under subparagraph (a) above upon a legitimate exception being demonstrated to the satisfaction of that board.

d. Legitimate Exceptions

The following reasons shall be sufficient to constitute excused absences:

(1) that the child's physical or mental health is such as to prevent attendance at school or application to study for the period required, which includes:

(a) child illness, medical, dental, orthodontic, or counseling appointments; including appointments conducted through telehealth.;

(b) family emergencies;

(c) the death or serious illness or funeral of an immediate family member;

(d) active duty in any military branch of the United States;

(e) the child has a condition that requires ongoing treatment for a mental health diagnosis; or

(f) other exemptions included in this attendance policy:
(1) College campus visits
(2) Extreme weather conditions considered by the parent/guardian to be too dangerous for the student to attend school
(3) Driver's examination. The school requires documentation in order for this to be considered an excused absence.
(4) Prearranged personal or family vacations
(5) Non-school competitions or events, parent/guardian may request an excused absence for participation in a non-school sponsored athletic, dramatic or musical event. The request must be in writing in advance of the first absence and arrangements will be made to complete missed schoolwork

(2). that the child has already completed state and district standards required for graduation from high school; or

(3). that it is the wish of the parent, guardian, or other person having control of the child, that the child attend for a period or periods not exceeding in the aggregate three hours in any week, instruction conducted by a Tribal spiritual or cultural advisor, or a school for religious instruction conducted and maintained by a church, or association of churches, or any Sunday school association incorporated under the laws of this state, or any auxiliary thereof. This instruction must be conducted and maintained in a place other than a public school building, and it must not, in whole or in part, be conducted and maintained at public expense. A child may be absent from school on days that the child attends upon instruction according to this clause.

c. Consequences of Excused Absences

(1) Students whose absences are excused are required to make up all assignments missed or to complete alternative assignments as deemed appropriate by the classroom teacher.

(2) Students will be allowed 2 days to makeup work for every day absent upon return to school. Any work not completed within this period shall result in "no credit" for the missed assignment. However, the building principal or the classroom teacher may extend the time allowed for completion of make-up work in the case of an extended illness or other extenuating circumstances.

(3) A student who is absent for extended time periods due to a placement in an inpatient hospitalization behavioral health unit due to a mental health emergency or placement in a partial hospitalization program for their mental health should be exempt from missed assignments during that time period. Middle and High School students will have a reduced workload if exemptions are not possible based on course requirements. At a maximum, teachers will require 50% of missed points to

be completed. Courses that may have special circumstances requiring more work completion (such as some CITS courses) must have additional work requirements approved in writing by the building principal following consultation with the teacher and school counselor. It may warrant following the identified college's expectations and policies regarding mental health, attendance, and assignment make-up.

2. Unexcused Absences

a. The following are examples of absences which will not be excused:

(1) Truancy. An absence by a student which was not approved by the parent and/or the school district.

(2) Any absence in which the student failed to comply with any reporting requirements of the school district's attendance procedures including absences that are unreported.

(3) Work at home.

(4) Work at a business, except under a school-sponsored work release program.

(5) Absences resulting from accumulated unexcused tardies (3 tardies equal one unexcused absence).

(6) Any other absence not included under the attendance procedures set out in this policy:
(1) Working on school assignments or preparing for exams at home
(2) Personal or family vacation that is not pre-arranged with school administration
(3) Oversleeping or missing alarms
(4) Volunteer work not related to school programming
(5) Missed transportation as scheduled

b. Consequences of Unexcused Absences

(1) Absences resulting from official suspension will be handled in accordance with the Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56.

(2) Days during which a student is suspended from school shall not be counted in a student's total accumulated unexcused absences.

(3) In cases of recurring unexcused absences, the administration may also request the county attorney to file a petition with the juvenile court, pursuant to Minnesota statutes.

C. Tardiness

1. Definition: Students are expected to be in their assigned area at designated times. Failure to do so constitutes tardiness.

2. Procedures for Reporting Tardiness

a. Students tardy at the start of school must report to the school office for an admission slip.

b. Tardiness between periods will be handled by the teacher.

3. Excused Tardiness

Valid excuses for tardiness are:

a. Illness.

b. Serious illness in the student's immediate family.

c. A death or funeral in the student's immediate family or of a close friend or relative.

d. Medical, dental, orthodontic, or mental health treatment.

e. Court appearances occasioned by family or personal action.

f. Physical emergency conditions such as fire, flood, storm, etc.

g. Any tardiness for which the student has been excused in writing by an administrator or faculty member.

4. Unexcused Tardiness

a. An unexcused tardiness is failing to be in an assigned area at the designated time class period commences without a valid excuse.

b. Three unexcused tardies are equivalent to one unexcused absence.

D. Participation in Extracurricular Activities and School-Sponsored On-the-Job Training Programs

1. This policy applies to all students involved in any extracurricular activity scheduled either during or outside the school day and any school-sponsored on-the-job training programs.

2. School-initiated absences will be accepted and participation permitted.

3. A student may not participate in any activity or program if he or she has an unexcused absence from any class during the day.

4. If a student is suspended from any class, he or she may not participate in any activity or program that day.

5. If a student is absent from school due to medical reasons, he or she must present a physician's statement or a statement from the student's parent or guardian clearing the student for participation that day. The note must be presented to the coach or advisor before the student participates in the activity or program.

III. RELIGIOUS OBSERVANCE ACCOMMODATION

Reasonable efforts will be made by the school district to accommodate any student who wishes to be excused from a curricular activity for a religious observance. Requests for accommodations should be directed to the building principal.

IV. DISSEMINATION OF POLICY

1. Copies of this policy shall be made available to all students and parents at the commencement of each school year. This policy shall also be available upon request in each principal's office.

2. The school district will provide annual notice to parents of the school district's policy relating to a student's absence from school for religious observance.

V. REQUIRED REPORTING

A. Continuing Truant

Minnesota Statutes section 260A.02 provides that a continuing truant is a student who is subject to the compulsory instruction requirements of Minnesota Statutes section 120A.22 and is absent from instruction in a school, as defined in Minnesota Statutes section 120A.05, without valid excuse within a single school year for:

1. Three days if the child is in elementary school; or

2. Three or more class periods on three days if the child is in middle school, junior high school, or high school.

B. Reporting Responsibility

When a student is initially classified as a continuing truant, Minnesota Statutes section 260A.03 provides that the school attendance officer or other designated school official shall notify the student's parent or legal guardian, by first class mail or other reasonable means, of the following:

1. That the child is truant;

2. That the parent or guardian should notify the school if there is a valid excuse for the child's absences;

3. That the parent or guardian is obligated to compel the attendance of the child at school pursuant to Minnesota Statutes section 120A.22 and parents or guardians who fail to meet this obligation may be subject to prosecution under Minnesota Statutes section 120A.34;

4. That this notification serves as the notification required by Minnesota Statutes

section 120A.34;

5. That alternative educational programs and services may be available in the child's enrolling or resident district;

6. That the parent or guardian has the right to meet with appropriate school personnel to discuss solutions to the child's truancy;

7. That if the child continues to be truant, the parent and child may be subject to juvenile court proceedings under Minnesota Statutes Chapter 260C;

8. That if the child is subject to juvenile court proceedings, the child may be subject to suspension, restriction, or delay of the child's driving privilege pursuant to Minnesota Statutes section 260C.201; and

9. That it is recommended that the parent or guardian accompany the child to school and attend classes with the child for one day.

C. Habitual Truant

1. A habitual truant is a child under the age of 17 years who is absent from attendance at school without lawful excuse for seven school days per school year if the child is in elementary school or for one or more class periods on seven school days per school year if the child is in middle school, junior high school, or high school, or a child who is 17 years of age who is absent from attendance at school without lawful excuse for one or more class periods on seven school days per school year and who has not lawfully withdrawn from school.

2. A school district attendance officer shall refer a habitual truant child and the child's parent or legal guardian to appropriate services and procedures, under Minnesota Statutes Chapter 260A.

Legal References:
Minn. Stat. § 120A.05 (Definitions)
Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 120A.24 (Reporting)
Minn. Stat. § 120A.26 (Enforcement and Prosecution)
Minn. Stat. § 120A.34 (Violations; Penalties)
Minn. Stat. § 120A.35 (Absence from School for Religious Observance) Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 260A.02 (Definitions)
Minn. Stat. § 260A.03 (Notice to Parent or Guardian When Child is a Continuing Truant)
Minn. Stat. § 260C.007, subd. 19 (Habitual Truant Defined)
Minn. Stat. § 260C.201 (Dispositions; Children in Need of Protection or Services or Neglected and in Foster Care)
Goss v. Lopez, 419 U.S. 565 (1975)
Slocum v. Holton Bd. of Educ., 429 N.W.2d 607 (Mich. App. Ct. 1988)
Campbell v. Bd. of Educ. of New Milford, 475 A.2d 289 (Conn. 1984)
Hamer v. Bd. of Educ. of Twp. High Sch. Dist. No. 113, 66 Ill. App.3d 7, 383 N.E.2d 231 (1978)
Gutierrez v. Sch. Dist. R-1, 585 P.2d 935 (Co. Ct. App. 1978)
Knight v. Bd. of Educ., 38 Ill. App. 3d 603, 348 N.E.2d 299 (1976)
Dorsey v. Bale, 521 S.W.2d 76 (Ky. 1975)

Cross References: MSBA/MASA Model Policy 506 (Student Discipline)

Replacing:	Policy 5025
First Reading:	03-22-2016
Adopted:	**04-19-2016 ISD 709**
First Reading:	06-20-2023
Second Reading:	07-18-2023
Adopted:	07-18-2023
First Reading:	01-14-2025
Second Reading:	02-11-2025
Adopted:	02-25-2025
Reviewed:	

503 STUDENT ATTENDANCE

I. PURPOSE

A. The school board believes that regular school attendance is directly related to success in academic work, benefits students socially, provides opportunities for important communications between teachers and students, and establishes regular habits of dependability important to the future of the student. The purpose of this policy is to encourage regular school attendance. It is intended to be positive and not punitive.

B. This policy also recognizes that class attendance is a joint responsibility to be shared by the student, parent or guardian, teacher, and administrators. This policy will assist students in attending class.

II. GENERAL STATEMENT OF POLICY

A. Responsibilities

1. Student's Responsibility

It is the student's right to be in school. It is also the student's responsibility to attend all assigned classes and study halls every day that school is in session and to be aware of and follow the correct procedures when absent from an assigned class or study hall. Finally, it is the student's responsibility to request any missed assignments due to an absence.

2. Parent or Guardian's Responsibility

It is the responsibility of the student's parent or guardian to ensure the student is attending school, to inform the school in the event of a student absence, and to work cooperatively with the school and the student to solve any attendance problems that may arise.

3. Teacher's Responsibility

It is the teacher's responsibility to take daily attendance and to maintain accurate attendance records in each assigned class and study hall. It is also the teacher's responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly. It is also the teacher's responsibility to provide any student who has been absent with any missed assignments upon request. Finally, it is the teacher's responsibility to work cooperatively with the student's parent or guardian and the student to solve any attendance problems that may arise.

4. Administrator's Responsibility

a. It is the administrator's responsibility to require students to attend all assigned classes and study halls. It is also the administrator's responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly to all students, to maintain accurate records on student attendance, and to prepare a list of the previous day's absences stating the status of each. Finally, it is the administrator's responsibility to inform the student's parent or guardian of the student's attendance and to work cooperatively with them and

the student to solve attendance problems.

b. In accordance with the Minnesota Compulsory Instruction Law, Minnesota. Statutes, section 120A.22, the students of the school district are REQUIRED to attend all assigned classes and/or study halls every day school is in session, unless the student has been excused by the school board from attendance because the student has already completed state and school district standards required to graduate from high school, has withdrawn, or has a valid excuse for absence.

B. Attendance Procedures

Attendance procedures shall be presented to the school board for review and approval. When approved by the school board, the attendance procedures will be included as an addendum to this policy.

1. Excused Absences

a. A parent, guardian, or other person having control of a child may apply to a school district to have the child excused from attendance for the whole or any part of the time school is in session during any school year. Application may be made to any member of the board, a truant officer, a principal, or the superintendent. A note from a physician or a licensed mental health professional stating that the child cannot attend school is a valid excuse.

b. To be considered an excused absence, the student’s parent or legal guardian may be asked to verify, in writing, the reason for the student’s absence from school.

c. The board of the district in which the child resides may approve the application under subparagraph (a) above upon a legitimate exception being demonstrated to the satisfaction of that board.

d. Legitimate Exceptions

The following reasons shall be sufficient to constitute excused absences:

(1) that the child's physical or mental health is such as to prevent attendance at school or application to study for the period required, which includes:

(a) child illness, medical, dental, orthodontic, or counseling appointments; including appointments conducted through telehealth.;

(b) family emergencies;

(c) the death or serious illness or funeral of an immediate family member;

(d) active duty in any military branch of the United States;

(e) the child has a condition that requires ongoing treatment for a mental health diagnosis; or

(f) other exemptions included in this attendance policy:
(1) College campus visits
(2) Extreme weather conditions considered by the parent/guardian to be too dangerous for the student to attend school
(3) Driver's examination. The school requires documentation in order for this to be considered an excused absence.
(4) Prearranged personal or family vacations
(5) Non-school competitions or events, parent/guardian may request an excused absence for participation in a non-school sponsored athletic, dramatic or musical event. The request must be in writing in avance of the first absence and arrangements will be made to complete missed schoolwork

(2). that the child has already completed state and district standards required for graduation from high school; or

(3). that it is the wish of the parent, guardian, or other person having control of the child, that the child attend for a period or periods not exceeding in the aggregate three hours in any week, instruction conducted by a Tribal spiritual or cultural advisor, or a school for religious instruction conducted and maintained by a church, or association of churches, or any Sunday school association incorporated under the laws of this state, or any auxiliary thereof. This instruction must be conducted and maintained in a place other than a public school building, and it must not, in whole or in part, be conducted and maintained at public expense. A child may be absent from school on days that the child attends upon instruction according to this clause.

c. Consequences of Excused Absences

(1) Students whose absences are excused are required to make up all assignments missed or to complete alternative assignments as deemed appropriate by the classroom teacher.

(2) Students will be allowed 2 days to makeup work for every day absent upon return to school. Any work not completed within this period shall result in "no credit" for the missed assignment. However, the building principal or the classroom teacher may extend the time allowed for completion of make-up work in the case of an extended illness or other extenuating circumstances.

(3) A student who is absent for extended time periods due to a placement in an inpatient hospitalization behavioral health unit due to a mental health emergency or placement in a partial hospitalization program for their mental health should be exempt from missed assignments during that time period. Middle and High School students will have a reduced workload if exemptions are not possible based on course requirements. At a maximum, teachers will require 50% of missed points to

be completed. Courses that may have special circumstances requiring more work completion (such as some CITS courses) must have additional work requirements approved in writing by the building principal following consultation with the teacher and school counselor. It may warrant following the identified college's expectations and policies regarding mental health, attendance, and assignment make-up.

2. Unexcused Absences

a. The following are examples of absences which will not be excused:

(1) Truancy. An absence by a student which was not approved by the parent and/or the school district.

(2) Any absence in which the student failed to comply with any reporting requirements of the school district's attendance procedures including absences that are unreported.

(3) Work at home.

(4) Work at a business, except under a school-sponsored work release program.

(5) Absences resulting from accumulated unexcused tardies (3 tardies equal one unexcused absence).

(6) Any other absence not included under the attendance procedures set out in this policy:
(1) Working on school assignments or preparing for exams at home
(2) Personal or family vacation that is not pre-arranged with school administration
(3) Oversleeping or missing alarms
(4) Volunteer work not related to school programming
(5) Missed transportation as scheduled

b. Consequences of Unexcused Absences

(1) Absences resulting from official suspension will be handled in accordance with the Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56.

(2) Days during which a student is suspended from school shall not be counted in a student's total accumulated unexcused absences.

(3) In cases of recurring unexcused absences, the administration may also request the county attorney to file a petition with the juvenile court, pursuant to Minnesota statutes.

C. Tardiness

1. Definition: Students are expected to be in their assigned area at designated times. Failure to do so constitutes tardiness.

2. Procedures for Reporting Tardiness

   a. Students tardy at the start of school must report to the school office for an admission slip.

   b. Tardiness between periods will be handled by the teacher.

3. Excused Tardiness

   Valid excuses for tardiness are:

   a. Illness.

   b. Serious illness in the student's immediate family.

   c. A death or funeral in the student's immediate family or of a close friend or relative.

   d. Medical, dental, orthodontic, or mental health treatment.

   e. Court appearances occasioned by family or personal action.

   f. Physical emergency conditions such as fire, flood, storm, etc.

   g. Any tardiness for which the student has been excused in writing by an administrator or faculty member.

4. Unexcused Tardiness

   a. An unexcused tardiness is failing to be in an assigned area at the designated time class period commences without a valid excuse.

   b. Three unexcused tardies are equivalent to one unexcused absence.

D. Participation in Extracurricular Activities and School-Sponsored On-the-Job Training Programs

1. This policy applies to all students involved in any extracurricular activity scheduled either during or outside the school day and any school-sponsored on-the-job training programs.

2. School-initiated absences will be accepted and participation permitted.

3. A student may not participate in any activity or program if he or she has an unexcused absence from any class during the day.

4. If a student is suspended from any class, he or she may not participate in any activity or program that day.

5. If a student is absent from school due to medical reasons, he or she must present a physician's statement or a statement from the student's parent or guardian clearing the student for participation that day. The note must be presented to the coach or advisor before the student participates in the activity or program.

III. RELIGIOUS OBSERVANCE ACCOMMODATION

Reasonable efforts will be made by the school district to accommodate any student who wishes to be excused from a curricular activity for a religious observance. Requests for accommodations should be directed to the building principal.

IV. DISSEMINATION OF POLICY

1. Copies of this policy shall be made available to all students and parents at the commencement of each school year. This policy shall also be available upon request in each principal's office.

2. The school district will provide annual notice to parents of the school district's policy relating to a student's absence from school for religious observance.

V. REQUIRED REPORTING

A. Continuing Truant

Minnesota Statutes section 260A.02 provides that a continuing truant is a student who is subject to the compulsory instruction requirements of Minnesota Statutes section 120A.22 and is absent from instruction in a school, as defined in Minnesota Statutes section 120A.05, without valid excuse within a single school year for:

1. Three days if the child is in elementary school; or

2. Three or more class periods on three days if the child is in middle school, junior high school, or high school.

B. Reporting Responsibility

When a student is initially classified as a continuing truant, Minnesota Statutes section 260A.03 provides that the school attendance officer or other designated school official shall notify the student's parent or legal guardian, by first class mail or other reasonable means, of the following:

1. That the child is truant;

2. That the parent or guardian should notify the school if there is a valid excuse for the child's absences;

3. That the parent or guardian is obligated to compel the attendance of the child at school pursuant to Minnesota Statutes section 120A.22 and parents or guardians who fail to meet this obligation may be subject to prosecution under

Minnesota Statutes section 120A.34;

4. That this notification serves as the notification required by Minnesota Statutes section 120A.34;

5. That alternative educational programs and services may be available in the child's enrolling or resident district;

6. That the parent or guardian has the right to meet with appropriate school personnel to discuss solutions to the child's truancy;

7. That if the child continues to be truant, the parent and child may be subject to juvenile court proceedings under Minnesota Statutes Chapter 260C;

8. That if the child is subject to juvenile court proceedings, the child may be subject to suspension, restriction, or delay of the child's driving privilege pursuant to Minnesota Statutes section 260C.201; and

9. That it is recommended that the parent or guardian accompany the child to school and attend classes with the child for one day.

C. Habitual Truant

1. A habitual truant is a child under the age of 17 years who is absent from attendance at school without lawful excuse for seven school days per school year if the child is in elementary school or for one or more class periods on seven school days per school year if the child is in middle school, junior high school, or high school, or a child who is 17 years of age who is absent from attendance at school without lawful excuse for one or more class periods on seven school days per school year and who has not lawfully withdrawn from school.

2. A school district attendance officer shall refer a habitual truant child and the child's parent or legal guardian to appropriate services and procedures, under Minnesota Statutes Chapter 260A.

Legal References: Minn. Stat. § 120A.05 (Definitions)
Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 120A.24 (Reporting)
Minn. Stat. § 120A.26 (Enforcement and Prosecution)
Minn. Stat. § 120A.34 (Violations; Penalties)
Minn. Stat. § 120A.35 (Absence from School for Religious Observance) Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 260A.02 (Definitions)
Minn. Stat. § 260A.03 (Notice to Parent or Guardian When Child is a Continuing Truant)
Minn. Stat. § 260C.007, subd. 19 (Habitual Truant Defined)
Minn. Stat. § 260C.201 (Dispositions; Children in Need of Protection or Services or Neglected and in Foster Care)
Goss v. Lopez, 419 U.S. 565 (1975)
Slocum v. Holton Bd. of Educ., 429 N.W.2d 607 (Mich. App. Ct. 1988)
Campbell v. Bd. of Educ. of New Milford, 475 A.2d 289 (Conn. 1984)

Hamer v. Bd. of Educ. of Twp. High Sch. Dist. No. 113, 66 Ill. App.3d 7, 383 N.E.2d 231 (1978)
Gutierrez v. Sch. Dist. R-1, 585 P.2d 935 (Co. Ct. App. 1978)
Knight v. Bd. of Educ., 38 Ill. App. 3d 603, 348 N.E.2d 299 (1976)
Dorsey v. Bale, 521 S.W.2d 76 (Ky. 1975)

Cross References: MSBA/MASA Model Policy 506 (Student Discipline)

Replacing:	Policy 5025
First Reading:	03-22-2016
Adopted:	**04-19-2016 ISD 709**
First Reading:	06-20-2023
Second Reading:	07-18-2023
Adopted:	07-18-2023
First Reading:	01-14-2025
Second Reading:	02-11-2025
Adopted:	02-25-2025

606.5 LIBRARY MATERIALS

I. PURPOSE

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

II. GENERAL STATEMENT OF PURPOSE

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

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

III. DEFINITIONS

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

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

Minnesota Statutes, section 124D.991, states that a school district or charter school library or school library media center provides equitable and free access to students, teachers, and administrators and that a school library or school library media center must have the following characteristics:

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

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

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

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

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

IV. RESPONSIBILITY FOR SELECTION OF LIBRARY MATERIALS

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

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

C. The procedures for selection and reconsideration set forth in this policy will be administered by:

1. a licensed library media specialist under Minnesota Rules, part 8710.4550;

2. an individual with a master's degree in library science or Library Media Specialist licensure; or

3. a professional librarian or a person trained in library collection management.

D. The school board may decline to purchase, lend, or shelve or remove access to library materials legitimately based on:

1. practical reasons, including but not limited to shelf space limitations, rare or antiquarian status, damage, or obsolescence;

2. legitimate pedagogical concerns, including but not limited to the appropriateness of potentially sensitive topics for the library's intended audience, the selection of library materials for a curated collection, or the likelihood of causing a material and substantial disruption of the work and discipline of the school; or

3. compliance with state or federal law.

V. SELECTION OF LIBRARY MATERIALS

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

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

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

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

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

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

   a. Artistic quality and/or literary style;

   b. Authenticity;

   c. Critical thinking;

   d. Educational significance;

   e. Factual content;

   f. High interest for intended audience; and

   g. Readability.

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

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

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

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

E. Gifts and Donations of Library Materials

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

VI. INDIVIDUAL STUDENT ACCESS TO SPECIFIC LIBRARY MATERIAL

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

from the library or restrictions upon any other student accessing specific library materials.

VII. RECONSIDERATION OF SPECIFIC LIBRARY MATERIAL

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

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

C. Informal Request for Reconsideration of Specific Library Material

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

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

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

D. Formal Request for Reconsideration of Specific Library Collection Material

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

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

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

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

   a. One member of the school district administration

   b. One principal

c. Two teachers

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

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

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

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

4. The Review Committee

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

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

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

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

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

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

VIII. CHALLENGE REPORT

Upon the completion of a content challenge or reconsideration process in accordance with this policy, the school board must submit a report of the challenge to the Commissioner of the Minnesota Department of Education that includes:

A. the title, author, and other relevant identifying information about the material being challenged;

B. the date, time, and location of any public hearing held on the challenge in question, including minutes or transcripts;

C. the result of the challenge or reconsideration request; and

D. accurate and timely information on who from the school district the Department of Education may contact with questions or follow-up.

IX. PROHIBITION ON RETALIATION

The school district may not discriminate against or discipline an employee for complying with Minnesota Statutes, section 134.51.

Legal References: Minn. Stat. § 120A.22, Subd. 9 (Compulsory Instruction)
Minn. Stat. § 123B.02 (General Powers of Independent School Districts)
Minn. Stat. § 123B.09 (School Board Responsibilities)
Minn. Stat. § 124D.991 (Public School Libraries and Media Centers)
Minn. Stat. § 134.51 (Access to Library Materials and Rights Protected)
Minn. Rules Part 8710.4550 (Library Media Specialists)
Bd. of Educ., Island Trees Union Free Sch. Dist. No. 26 v. Pico, 457 U.S. 853 (1982)
Virginia State Bd. of Educ. v. Barnette, 319 U.S. 624, 642 (1943)

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

First Reading: 11.21.23
Second Reading: 12.19.23
Adopted: 12.19.23
Reviewed: 01.28.25

606.5 LIBRARY MATERIALS

I. PURPOSE

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

II. GENERAL STATEMENT OF PURPOSE

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

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

III. DEFINITIONS

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

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

Minnesota Statutes, section 124D.991, states that a school district or charter school library or school library media center provides equitable and free access to students, teachers, and administrators and that a school library or school library media center must have the following characteristics:

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

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

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

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

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

IV. RESPONSIBILITY FOR SELECTION OF LIBRARY MATERIALS

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

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

C. The procedures for selection and reconsideration set forth in this policy will be administered by:

1. a licensed library media specialist under Minnesota Rules, part 8710.4550;

2. an individual with a master's degree in library science or Library Media Specialist licensure; or

3. a professional librarian or a person trained in library collection management.

D. The school board may decline to purchase, lend, or shelve or remove access to library materials legitimately based on:

1. practical reasons, including but not limited to shelf space limitations, rare or antiquarian status, damage, or obsolescence;

2. legitimate pedagogical concerns, including but not limited to the appropriateness of potentially sensitive topics for the library's intended audience, the selection of library materials for a curated collection, or the likelihood of causing a material and substantial disruption of the work and discipline of the school; or

3. compliance with state or federal law.

V. SELECTION OF LIBRARY MATERIALS

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

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

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

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

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

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

   a. Artistic quality and/or literary style;

   b. Authenticity;

   c. Critical thinking;

   d. Educational significance;

   e. Factual content;

   f. High interest for intended audience; and

   g. Readability.

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

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

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

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

E. Gifts and Donations of Library Materials

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

VI. INDIVIDUAL STUDENT ACCESS TO SPECIFIC LIBRARY MATERIAL

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

from the library or restrictions upon any other student accessing specific library materials.

VII. RECONSIDERATION OF SPECIFIC LIBRARY MATERIAL

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

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

C. Informal Request for Reconsideration of Specific Library Material

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

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

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

D. Formal Request for Reconsideration of Specific Library Collection Material

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

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

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

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

   a. One member of the school district administration

   b. One principal

c. Two teachers

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

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

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

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

4. The Review Committee

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

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

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

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

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

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

VIII. CHALLENGE REPORT

Upon the completion of a content challenge or reconsideration process in accordance with this policy, the school board must submit a report of the challenge to the Commissioner of the Minnesota Department of Education that includes:

A. the title, author, and other relevant identifying information about the material being challenged;

B. the date, time, and location of any public hearing held on the challenge in question, including minutes or transcripts;

C. the result of the challenge or reconsideration request; and

D. accurate and timely information on who from the school district the Department of Education may contact with questions or follow-up.

IX. PROHIBITION ON RETALIATION

The school district may not discriminate against or discipline an employee for complying with Minnesota Statutes, section 134.51.

Legal References: Minn. Stat. § 120A.22, Subd. 9 (Compulsory Instruction)
Minn. Stat. § 123B.02 (General Powers of Independent School Districts)
Minn. Stat. § 123B.09 (School Board Responsibilities)
Minn. Stat. § 124D.991 (Public School Libraries and Media Centers)
Minn. Stat. § 134.51 (Access to Library Materials and Rights Protected)
Minn. Rules Part 8710.4550 (Library Media Specialists)
Bd. of Educ., Island Trees Union Free Sch. Dist. No. 26 v. Pico, 457 U.S. 853 (1982)
Virginia State Bd. of Educ. v. Barnette, 319 U.S. 624, 642 (1943)

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

First Reading: 11.21.23
Second Reading: 12.19.23
Adopted: 12.19.23
Reviewed: 01.28.25
Reviewed:

606.5 LIBRARY MATERIALS

I. PURPOSE

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

II. GENERAL STATEMENT OF PURPOSE

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

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

III. DEFINITIONS

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

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

Minnesota Statutes, section 124D.91, states that a school district or charter school library or school library media center provides equitable and free access to students, teachers, and administrators and that a school library or school library media center must have the following characteristics:

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

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

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

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

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

IV. RESPONSIBILITY FOR SELECTION OF LIBRARY MATERIALS

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

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

C. The procedures for selection and reconsideration set forth in this policy will be administered by:

1. a licensed library media specialist under Minnesota Rules, part 8710.4550;

2. an individual with a master's degree in library science or Library Media Specialist licensure; or

3. a professional librarian or a person trained in library collection management.

D. The school board may decline to purchase, lend, or shelve or remove access to library materials legitimately based on:

1. practical reasons, including but not limited to shelf space limitations, rare or antiquarian status, damage, or obsolescence;

2. legitimate pedagogical concerns, including but not limited to the appropriateness of potentially sensitive topics for the library's intended audience, the selection of library materials for a curated collection, or the likelihood of causing a material and substantial disruption of the work and discipline of the school; or

3. compliance with state or federal law.

V. SELECTION OF LIBRARY MATERIALS

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

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

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

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

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

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

   a. Artistic quality and/or literary style;

   b. Authenticity;

   c. Critical thinking;

   d. Educational significance;

   e. Factual content;

   f. High interest for intended audience; and

   g. Readability.

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

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

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

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

E. Gifts and Donations of Library Materials

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

VI. INDIVIDUAL STUDENT ACCESS TO SPECIFIC LIBRARY MATERIAL

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

from the library or restrictions upon any other student accessing specific library materials.

VII. RECONSIDERATION OF SPECIFIC LIBRARY MATERIAL

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

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

C. Informal Request for Reconsideration of Specific Library Material

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

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

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

D. Formal Request for Reconsideration of Specific Library Collection Material

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

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

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

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

   a. One member of the school district administration

   b. One principal

c. Two teachers

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

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

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

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

4. The Review Committee

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

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

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

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

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

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

VIII. CHALLENGE REPORT

Upon the completion of a content challenge or reconsideration process in accordance with this policy, the school board must submit a report of the challenge to the Commissioner of the Minnesota Department of Education that includes:

A. the title, author, and other relevant identifying information about the material being challenged;

B. the date, time, and location of any public hearing held on the challenge in question, including minutes or transcripts;

C. the result of the challenge or reconsideration request; and

D. accurate and timely information on who from the school district the Department of Education may contact with questions or follow-up.

IX. PROHIBITION ON RETALIATION

The school district may not discriminate against or discipline an employee for complying with Minnesota Statutes, section 134.51.

Legal References: Minn. Stat. § 120A.22, Subd. 9 (Compulsory Instruction)
Minn. Stat. § 123B.02 (General Powers of Independent School Districts)
Minn. Stat. § 123B.09 (School Board Responsibilities)
Minn. Stat. § 124D.991 (Public School Libraries and Media Centers)
Minn. Stat. § 134.51 (Access to Library Materials and Rights Protected)
Minn. Rules Part 8710.4550 (Library Media Specialists)
Bd. of Educ., Island Trees Union Free Sch. Dist. No. 26 v. Pico, 457 U.S. 853 (1982)
Virginia State Bd. of Educ. v. Barnette, 319 U.S. 624, 642 (1943)

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

First Reading: 11.21.23
Second Reading: 12.19.23
Adopted: 12.19.23
Reviewed: 01.28.25

602 ORGANIZATION OF SCHOOL CALENDAR AND SCHOOL DAY

I. PURPOSE

The purpose of this policy is to provide for a timely determination of the school calendar and school day.

II. GENERAL STATEMENT OF POLICY

The school calendar and schedule of the school day are important to parents, students, employees, and the general public for advance, effective planning of the school year.

III. CALENDAR RESPONSIBILITY

A. The school calendar shall be adopted annually by the school board. It shall meet all provisions of Minnesota statutes pertaining to minimum number of school days and other provisions of law. The school calendar shall establish student days, workshop days for staff, provide for emergency closings and other information related to students, staff, and parents.

B. Except for learning programs during summer and flexible learning year programs, the school district will not commence an elementary or secondary school year before Labor Day, except as provided in Section III.B.1., III.B.2., or III.B.3. Days devoted to teacher's workshops may be held before Labor Day.

1. The school district may begin the school year on any day before Labor Day to accommodate a construction or remodeling project of $400,000 or more affecting a school district school facility.

2. The school district may begin the school year on any day before Labor Day if the school district has agreement under Minnesota Statutes, § section 123A.30, § 123A.32, or § 123A.35 with a school district that qualifies under Section III.B.1.

3. The school district may begin the school year on any day before Labor Day if the school district agrees to the same schedule with a school district in an adjoining state.

[NOTE: The 2025 Minnesota legislature enacted the following:

Notwithstanding Minnesota Statutes, section 120A.40, paragraph (a), or other law to the contrary, for the 2026-2027 and 2027-2028 school years only, a school board may vote to begin the school year on September 1 or later. Nothing in this section limits a district's authority to begin the school year on any day before Labor Day under section 120A.40, paragraph (b).]

C. Employee and advisory groups shall be provided an opportunity to participate in school calendar considerations through a meet and confer/labor management process.

IV. SCHOOL DAY RESPONSIBILITY

A. The superintendent shall be responsible for developing a schedule for the student day, subject to review by the school board. All requirements and provisions of Minnesota Statutes and Minnesota Department of Education Rules shall be met.

B. In developing the student day schedule, the superintendent shall consider such factors as school bus schedules, cooperative programs, differences in time requirements at various grade levels, effective utilization of facilities, cost effectiveness, and other concerns deserving of attention.

C. Proposed changes in the school day shall be subject to review and approval by the

school board.

V. E-LEARNING DAYS

A. An "e-learning day" is a school day where a school offers full access to online instruction provided by students' individual teachers due to inclement weather.

B. A school district may designate up to five e-learning days in one school year.

C. An e-learning day is counted as a day of instruction and included in the hours of instruction pursuant to Section III.A., above.

D. A school board may adopt an e-learning day plan after consulting with the exclusive representative of the teachers. The e-learning day plan developed by the school district will include accommodations for students without Internet access at home and for digital device access for families without the technology or with an insufficient amount of technology for the number of children in the household. The plan must also provide accessible options for students with disabilities.

E. The school district must notify parents and students of its e-learning day plan at the beginning of each school year.

F. When an e-learning day is declared by the school district, notice must be provided to parents and students at least two hours prior to the normal school start time that students will need to follow the e-learning day plan for that day.

G. On an e-learning day, each student's teacher must be accessible both online and by telephone during normal school hours to assist students and parents.

H. When the school district declares an e-learning day, it must continue to pay the full wages for scheduled work hours and benefits of all school employees for the duration of the e-learning period. During the e-learning period, school employees must be allowed to work from home to the extent practicable, be assigned to work in an alternative location, or be retained on an on-call basis for any potential need.

Legal References: Minn. Stat. § 10.55 (Juneteenth)
Minn. Stat. § 120A.40 (School Calendar)
Minn. Stat. § 120A.41 (Length of School Year; Hours of Instruction)
Minn. Stat. § 120A.414 (E-Learning Days)
Minn. Stat. § 120A.415 (Extended School Calendar)
Minn. Stat. § 120A.42 (Conduct of School on Certain Holidays)
Minn. Stat. § 122A.40, Subds. 7 and 7a (Employment; Contracts; Termination)
Minn. Stat. § 122A.41, Subds. 4 and 4a (Teacher Tenure Act; Cities of the First Class; Definitions)
Minn. Stat. § 123A.30 (Agreements for Secondary Education)
Minn. Stat. § 123A.32 (Interdistrict Cooperation)
Minn. Stat. § 123A.35 (Cooperation and Combination)
Minn. Stat. § 124D.126 (Powers and Duties of Commissioner; Flexible Learning Year Programs)
Minn. Stat. § 124D.151 (Voluntary Prekindergarten Program)
Minn. Stat. § 124E.25 (Payment of Aids to Charter Schools)
Minn. Stat. § 127A.41, Subd. 7 (Distribution of School Aids; Appropriation)
Minn. Stat. § 645.44 (Words and Phrases Defined)

Cross References: MSBA/MASA Model Policy 425 (Staff Development)

Replacing: Policy 6050
First Reading: 02-23-2016

Adopted: 03-22-2016
Reviewed: 12-19-2023

602 ORGANIZATION OF SCHOOL CALENDAR AND SCHOOL DAY

I. PURPOSE

The purpose of this policy is to provide for a timely determination of the school calendar and school day.

II. GENERAL STATEMENT OF POLICY

The school calendar and schedule of the school day are important to parents, students, employees, and the general public for advance, effective planning of the school year.

III. CALENDAR RESPONSIBILITY

A. The school calendar shall be adopted annually by the school board. It shall meet all provisions of Minnesota statutes pertaining to minimum number of school days and other provisions of law. The school calendar shall establish student days, workshop days for staff, provide for emergency closings and other information related to students, staff, and parents.

B. Except for learning programs during summer and flexible learning year programs, the school district will not commence an elementary or secondary school year before Labor Day, except as provided in Section III.B.1., III.B.2., or III.B.3. Days devoted to teacher's workshops may be held before Labor Day.

1. The school district may begin the school year on any day before Labor Day to accommodate a construction or remodeling project of $400,000 or more affecting a school district school facility.

2. The school district may begin the school year on any day before Labor Day if the school district has agreement under Minnesota Statutes, § section 123A.30, § 123A.32, or § 123A.35 with a school district that qualifies under Section III.B.1.

3. The school district may begin the school year on any day before Labor Day if the school district agrees to the same schedule with a school district in an adjoining state.

C. Employee and advisory groups shall be provided an opportunity to participate in school calendar considerations through a meet and confer/labor management process.

IV. SCHOOL DAY RESPONSIBILITY

A. The superintendent shall be responsible for developing a schedule for the student day, subject to review by the school board. All requirements and provisions of Minnesota Statutes and Minnesota Department of Education Rules shall be met.

B. In developing the student day schedule, the superintendent shall consider such factors as school bus schedules, cooperative programs, differences in time requirements at various grade levels, effective utilization of facilities, cost effectiveness, and other concerns deserving of attention.

C. Proposed changes in the school day shall be subject to review and approval by the school board.

V. E-LEARNING DAYS

A. An "e-learning day" is a school day where a school offers full access to online instruction provided by students' individual teachers due to inclement weather.

B. A school district may designate up to five e-learning days in one school year.

C. An e-learning day is counted as a day of instruction and included in the hours of instruction pursuant to Section III.A., above.

D. A school board may adopt an e-learning day plan after consulting with the exclusive representative of the teachers. The e-learning day plan developed by the school district will include accommodations for students without Internet access at home and for digital device access for families without the technology or with an insufficient amount of technology for the number of children in the household. The plan must also provide accessible options for students with disabilities.

E. The school district must notify parents and students of its e-learning day plan at the beginning of each school year.

F. When an e-learning day is declared by the school district, notice must be provided to parents and students at least two hours prior to the normal school start time that students will need to follow the e-learning day plan for that day.

G. On an e-learning day, each student's teacher must be accessible both online and by telephone during normal school hours to assist students and parents.

H. When the school district declares an e-learning day, it must continue to pay the full wages for scheduled work hours and benefits of all school employees for the duration of the e-learning period. During the e-learning period, school employees must be allowed to work from home to the extent practicable, be assigned to work in an alternative location, or be retained on an on-call basis for any potential need.

Legal References: Minn. Stat. § 10.55 (Juneteenth)
Minn. Stat. § 120A.40 (School Calendar)
Minn. Stat. § 120A.41 (Length of School Year; Hours of Instruction)
Minn. Stat. § 120A.414 (E-Learning Days)
Minn. Stat. § 120A.415 (Extended School Calendar)
Minn. Stat. § 120A.42 (Conduct of School on Certain Holidays)
Minn. Stat. § 122A.40, Subds. 7 and 7a (Employment; Contracts; Termination)
Minn. Stat. § 122A.41, Subds. 4 and 4a (Teacher Tenure Act; Cities of the First Class; Definitions)
Minn. Stat. § 123A.30 (Agreements for Secondary Education)
Minn. Stat. § 123A.32 (Interdistrict Cooperation)
Minn. Stat. § 123A.35 (Cooperation and Combination)
Minn. Stat. § 124D.126 (Powers and Duties of Commissioner; Flexible Learning Year Programs)
Minn. Stat. § 124D.151 (Voluntary Prekindergarten Program)
Minn. Stat. § 124E.25 (Payment of Aids to Charter Schools)
Minn. Stat. § 127A.41, Subd. 7 (Distribution of School Aids; Appropriation)
Minn. Stat. § 645.44 (Words and Phrases Defined)

Cross References: MSBA/MASA Model Policy 425 (Staff Development)

Replacing: Policy 6050
First Reading: 02-23-2016
Adopted: 03-22-2016
Reviewed: 12-19-2023
Reviewed:

602 ORGANIZATION OF SCHOOL CALENDAR AND SCHOOL DAY

I. PURPOSE

The purpose of this policy is to provide for a timely determination of the school calendar and school day.

II. GENERAL STATEMENT OF POLICY

The school calendar and schedule of the school day are important to parents, students, employees, and the general public for advance, effective planning of the school year.

III. CALENDAR RESPONSIBILITY

A. The school calendar shall be adopted annually by the school board. It shall meet all provisions of Minnesota statutes pertaining to minimum number of school days and other provisions of law. The school calendar shall establish student days, workshop days for staff, provide for emergency closings and other information related to students, staff, and parents.

B. Except for learning programs during summer and flexible learning year programs, the school district will not commence an elementary or secondary school year before Labor Day, except as provided in Section III.B.1., III.B.2., or III.B.3. Days devoted to teacher's workshops may be held before Labor Day.

1. The school district may begin the school year on any day before Labor Day to accommodate a construction or remodeling project of $400,000 or more affecting a school district school facility.

2. The school district may begin the school year on any day before Labor Day if the school district has agreement under Minnesota Statutes, § section 123A.30, § 123A.32, or § 123A.35 with a school district that qualifies under Section III.B.1.

3. The school district may begin the school year on any day before Labor Day if the school district agrees to the same schedule with a school district in an adjoining state.

C. Employee and advisory groups shall be provided an opportunity to participate in school calendar considerations through a meet and confer/labor management process.

IV. SCHOOL DAY RESPONSIBILITY

A. The superintendent shall be responsible for developing a schedule for the student day, subject to review by the school board. All requirements and provisions of Minnesota Statutes and Minnesota Department of Education Rules shall be met.

B. In developing the student day schedule, the superintendent shall consider such factors as school bus schedules, cooperative programs, differences in time requirements at various grade levels, effective utilization of facilities, cost effectiveness, and other concerns deserving of attention.

C. Proposed changes in the school day shall be subject to review and approval by the school board.

V. E-LEARNING DAYS

A. An "e-learning day" is a school day where a school offers full access to online instruction provided by students' individual teachers due to inclement weather.

B. A school district may designate up to five e-learning days in one school year.

C. An e-learning day is counted as a day of instruction and included in the hours of instruction pursuant to Section III.A., above.

D. A school board may adopt an e-learning day plan after consulting with the exclusive representative of the teachers. The e-learning day plan developed by the school district will include accommodations for students without Internet access at home and for digital device access for families without the technology or with an insufficient amount of technology for the number of children in the household. The plan must also provide accessible options for students with disabilities.

E. The school district must notify parents and students of its e-learning day plan at the beginning of each school year.

F. When an e-learning day is declared by the school district, notice must be provided to parents and students at least two hours prior to the normal school start time that students will need to follow the e-learning day plan for that day.

G. On an e-learning day, each student's teacher must be accessible both online and by telephone during normal school hours to assist students and parents.

H. When the school district declares an e-learning day, it must continue to pay the full wages for scheduled work hours and benefits of all school employees for the duration of the e-learning period. During the e-learning period, school employees must be allowed to work from home to the extent practicable, be assigned to work in an alternative location, or be retained on an on-call basis for any potential need.

Legal References: Minn. Stat. § 10.55 (Juneteenth)
Minn. Stat. § 120A.40 (School Calendar)
Minn. Stat. § 120A.41 (Length of School Year; Hours of Instruction)
Minn. Stat. § 120A.414 (E-Learning Days)
Minn. Stat. § 120A.415 (Extended School Calendar)
Minn. Stat. § 120A.42 (Conduct of School on Certain Holidays)
Minn. Stat. § 122A.40, Subds. 7 and 7a (Employment; Contracts; Termination)
Minn. Stat. § 122A.41, Subds. 4 and 4a (Teacher Tenure Act; Cities of the First Class; Definitions)
Minn. Stat. § 123A.30 (Agreements for Secondary Education)
Minn. Stat. § 123A.32 (Interdistrict Cooperation)
Minn. Stat. § 123A.35 (Cooperation and Combination)
Minn. Stat. § 124D.126 (Powers and Duties of Commissioner; Flexible Learning Year Programs)
Minn. Stat. § 124D.151 (Voluntary Prekindergarten Program)
Minn. Stat. § 124E.25 (Payment of Aids to Charter Schools)
Minn. Stat. § 127A.41, Subd. 7 (Distribution of School Aids; Appropriation)
Minn. Stat. § 645.44 (Words and Phrases Defined)

Cross References: MSBA/MASA Model Policy 425 (Staff Development)

Replacing: Policy 6050
First Reading: 02-23-2016
Adopted: 03-22-2016
Reviewed: 12-19-2023

2005 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

All administrative and supervisory personnel positions in the School District are established by the School Board and/or State of Minnesota Statutes. In the case of each administrator, the School Board will approve the purpose and function of the position in harmony with State Laws and Regulations, approve a statement of position qualifications and job expectations as prepared by the Superintendent. A job description for each School District administrative position shall be on file in the Superintendent's Office and in the Human and Community Resources and Relations Office.

An up-to-date chart of the School District's administrative staffing is available as Regulation 2005R. An administrative staffing chart shall be prepared by the Superintendent and approved by the School Board annually in order to clearly identify the School District's administrative staffing relationships. The administrative organization of the School District shall be considered as an orderly means of achieving the primary objectives of the School District which is an effective program of instruction for students. The general administrative organization of the School District shall be known as the single executive type of school administration with the School Board as the governing body and all activities under the direction of the Superintendent.

References: MSA 125.03, 125.11, 123.35
Minn. Reg. Ed. Chap. 17

Adopted: 06-09-1970 ISD 709
Revised: 06-20-1995 ISD 709

2005 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

All administrative and supervisory personnel positions in the School District are established by the School Board and/or State of Minnesota Statutes. In the case of each administrator, the School Board will approve the purpose and function of the position in harmony with State Laws and Regulations, approve a statement of position qualifications and job expectations as prepared by the Superintendent. A job description for each School District administrative position shall be on file in the Superintendent's Office and in the Human and Community Resources and Relations Office.

An up-to-date chart of the School District's administrative staffing is available as Regulation 2005R. An administrative staffing chart shall be prepared by the Superintendent and approved by the School Board annually in order to clearly identify the School District's administrative staffing relationships. The administrative organization of the School District shall be considered as an orderly means of achieving the primary objectives of the School District which is an effective program of instruction for students. The general administrative organization of the School District shall be known as the single executive type of school administration with the School Board as the governing body and all activities under the direction of the Superintendent.

References: MSA 125.03, 125.11, 123.35
Minn. Reg. Ed. Chap. 17

Adopted: 06-09-1970 ISD 709
Revised: 06-20-1995 ISD 709

2020 ADMINISTRATIVE OPERATIONS

To guide the Superintendent in determining the pattern of his/her administrative operations, the School Board makes the following statement:

1. The School Board will devote its major effort to clarifying and establishing goals for the School District and adopting policies to guide the professional staff, to appraising results achieved in relation to the goals, and to performing such ministerial functions as required by law and state regulations.

2. The School Board wishes to maintain and foster good relations between itself and members of the professional staff, among residents and parents of the School District, and students in the schools. The School Board values the free interchange of ideas outside the established framework of direct responsibility as preeminently desirable in the School District. Nothing should be allowed to interrupt the free and open flow of ideas and assistance among personnel at every level.

3. The School Board encourages the Superintendent to keep abreast of, and to apply, the best known administrative and educational concepts and procedures designed to harness the total talents of the School District's personnel in enthusiastic pursuit of the goals of the schools.

4. School Board expects the district-wide administrative staff to assist principals and teachers develop, organize, administer, and supervise the schools' programs. The district-wide administrative staff should visit schools and be available for special help upon request. The procedures for operating the School District are developed through the cooperative action of support staff, teacher, and principals. Other functions of administrators who hold district-wide responsibilities include:

    - Conduct and direct research that determines the future development of the educational program.
    - Establish working relationship and communication channels among school personnel.
    - Help teachers and principals prepare budgets, and secure needed supplies and services.
    - Organize the resources of teachers and lay groups in program planning.
    - Assist in evaluating the school program.
    - Supervise the maintenance, operation, and repair of the school plant.
    - Provide pupil personnel services.
    - Participate in the supervision of instruction.
    - Assist in solving school problems.
    - Supervise the planning and construction of new facilities.
    - Provide special services for the orientation of new personnel.
    - Direct the program of continuous curriculum development.
    - Inform the public on the status and needs of the school program.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

2020 ADMINISTRATIVE OPERATIONS

To guide the Superintendent in determining the pattern of his/her administrative operations, the School Board makes the following statement:

1. The School Board will devote its major effort to clarifying and establishing goals for the School District and adopting policies to guide the professional staff, to appraising results achieved in relation to the goals, and to performing such ministerial functions as required by law and state regulations.

2. The School Board wishes to maintain and foster good relations between itself and members of the professional staff, among residents and parents of the School District, and students in the schools. The School Board values the free interchange of ideas outside the established framework of direct responsibility as preeminently desirable in the School District. Nothing should be allowed to interrupt the free and open flow of ideas and assistance among personnel at every level.

3. The School Board encourages the Superintendent to keep abreast of, and to apply, the best known administrative and educational concepts and procedures designed to harness the total talents of the School District's personnel in enthusiastic pursuit of the goals of the schools.

4. School Board expects the district-wide administrative staff to assist principals and teachers develop, organize, administer, and supervise the schools' programs. The district-wide administrative staff should visit schools and be available for special help upon request. The procedures for operating the School District are developed through the cooperative action of support staff, teacher, and principals. Other functions of administrators who hold district-wide responsibilities include:

    - Conduct and direct research that determines the future development of the educational program.
    - Establish working relationship and communication channels among school personnel.
    - Help teachers and principals prepare budgets, and secure needed supplies and services.
    - Organize the resources of teachers and lay groups in program planning.
    - Assist in evaluating the school program.
    - Supervise the maintenance, operation, and repair of the school plant.
    - Provide pupil personnel services.
    - Participate in the supervision of instruction.
    - Assist in solving school problems.
    - Supervise the planning and construction of new facilities.
    - Provide special services for the orientation of new personnel.
    - Direct the program of continuous curriculum development.
    - Inform the public on the status and needs of the school program.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

2025 PRINCIPALS

The primary responsibility of a principal is to function as the instructional leader for the schools to which he/she is assigned. Additional areas of responsibility may be assigned to principals by the Director of School Operations to include: (1) consultant responsibilities in the principal's areas of interest and competency, and (2) leadership responsibilities in the review and updating of curriculum and methods of instruction in a particular field of study. Minimum qualifications of principals shall be those set by the State Department of Education.

References: MSA 125.03
Minn. Reg. Ed., Principals

Adopted: 04-13-1971 ISD 709
Revised: 06-20-1995 ISD 709

2025 PRINCIPALS

The primary responsibility of a principal is to function as the instructional leader for the schools to which he/she is assigned. Additional areas of responsibility may be assigned to principals by the Director of School Operations to include: (1) consultant responsibilities in the principal's areas of interest and competency, and (2) leadership responsibilities in the review and updating of curriculum and methods of instruction in a particular field of study. Minimum qualifications of principals shall be those set by the State Department of Education.

References: MSA 125.03
Minn. Reg. Ed., Principals

Adopted: 04-13-1971 ISD 709
Revised: 06-20-1995 ISD 709

2030 ASSISTANT PRINCIPALS

Assistant principals may be appointed to various schools upon the recommendation of the Superintendent and approval by the School Board. Assistant principals will be responsible to their respective principals for carrying out the duties included in the School District's Assistant Principal job description and any additional duties specified by their respective principals.

Reference: Minn. Reg. Ed., Principals

Adopted: 06-09-1970 ISD 709
Revised: 06-20-1995 ISD 709

~~2030 ASSISTANT PRINCIPALS~~

~~Assistant principals may be appointed to various schools upon the recommendation of the Superintendent and approval by the School Board. Assistant principals will be responsible to their respective principals for carrying out the duties included in the School District's Assistant Principal job description and any additional duties specified by their respective principals.~~

~~Reference: Minn. Reg. Ed., Principals~~

~~Adopted: 06-09-1970 ISD 709~~
~~Revised: 06-20-1995 ISD 709~~

2040 INTERNSHIPS

The School Board shall grant, as the budget permits, a limited number of qualified persons who are candidates in a doctoral program of an accredited institution to participate in a paid internship in the School District. Persons participating in such a program shall be paid a salary commensurate with the services they are rendering and be recommended by the Superintendent and approved by the School Board on an individual basis. An intern shall be responsible to the administrator to whom he/she is assigned.

Reference: Minn. Reg. Ed., Intern

Adopted: 06-09-1970 ISD 709
Revised: 06-20-1995 ISD 709

2040 INTERNSHIPS

The School Board shall grant, as the budget permits, a limited number of qualified persons who are candidates in a doctoral program of an accredited institution to participate in a paid internship in the School District. Persons participating in such a program shall be paid a salary commensurate with the services they are rendering and be recommended by the Superintendent and approved by the School Board on an individual basis. An intern shall be responsible to the administrator to whom he/she is assigned.

Reference: Minn. Reg. Ed., Intern

Adopted: 06-09-1970 ISD 709
Revised: 06-20-1995 ISD 709

2055 QUALITY OF WORK LIFE - PHILOSOPHY

It is the goal of the School Board to achieve excellence in teaching, student achievement, community involvement, and general operations throughout the School District. It is the conviction of the School Board that the only way in which that goal may be achieved is through pooling the talent and wisdom of all of the employees of the School District. Therefore, it shall be the policy of the School District that programs of employee involvement and participation in problem solving and decision making processes shall be encouraged. Specifically, excellence in management shall be understood to be that management which:

1. Encourages participation and creativity among staff.
2. Builds commitment to shared goals.
3. Structures employee involvement so employees are routinely involved in decisions which affect them.
4. Sets a high priority on advocating for ideas generated by subordinates.
5. Develops a strong sense of trust and collegiality among all staff members in the pursuit of the goal of excellence.

Therefore, all supervisory personnel including principals, assistant superintendents, directors, and the Superintendent shall be expected to create and maintain a work environment that encourages employee participation, enhances communications within the School District, and promotes the general welfare of students and the morale of staff. All employees are called upon to work cooperatively and openly to maintain a network of communications which results in a shared pride in shared work and achievement of our common goal of excellence.

Reference: MS 179A.08, Sec. 9, Subd. I

Adopted: 06-09-1970 ISD 709
Revised: 09-11-1984
06-20-1995 ISD 709

2055 QUALITY OF WORK LIFE - PHILOSOPHY

It is the goal of the School Board to achieve excellence in teaching, student achievement, community involvement, and general operations throughout the School District. It is the conviction of the School Board that the only way in which that goal may be achieved is through pooling the talent and wisdom of all of the employees of the School District. Therefore, it shall be the policy of the School District that programs of employee involvement and participation in problem solving and decision making processes shall be encouraged. Specifically, excellence in management shall be understood to be that management which:

1. Encourages participation and creativity among staff.
2. Builds commitment to shared goals.
3. Structures employee involvement so employees are routinely involved in decisions which affect them.
4. Sets a high priority on advocating for ideas generated by subordinates.
5. Develops a strong sense of trust and collegiality among all staff members in the pursuit of the goal of excellence.

Therefore, all supervisory personnel including principals, assistant superintendents, directors, and the Superintendent shall be expected to create and maintain a work environment that encourages employee participation, enhances communications within the School District, and promotes the general welfare of students and the morale of staff. All employees are called upon to work cooperatively and openly to maintain a network of communications which results in a shared pride in shared work and achievement of our common goal of excellence.

Reference: MS 179A.08, Sec. 9, Subd. I

Adopted: 06-09-1970 ISD 709
Revised: 09-11-1984
06-20-1995 ISD 709

2055R QUALITY OF WORK LIFE (RULES, PROCEDURES AND GUIDELINES)

For purposes of effectively initiating and maintaining participation of certified staff in the labor management process, a district-wide steering committee will foster the growth and development of participative management practices across the district and, to the extent possible, identify and address areas of concern to employees on a district-wide basis. Committee meetings at every level are open to all certified staff.

Quality Steering Committee (QSC)
The QSC will include representation from school board, central administration, principals and teachers. The QSC will provide direction, guidance, and necessary training to the Quality Leadership Teams (QLT). Members will engage in quality initiatives, on a district-wide basis. Minutes will be recorded. The QSC will design and implement a process of communication, relative to the QSC, within the district.

Quality Leadership Teams (QLT)
The QLT will represent specific stakeholder groups. These teams will meet regularly as working groups and as a communication conduit between the QSC and School Implementation Teams. The QLT will make recommendations to the QSC. Minutes will be recorded. Each team should design and implement a process of communication, relative to the QLT, for the district members of the specific stakeholder groups.

School Leadership Teams
Each school will have a School Leadership Team. This team will meet regularly as a working group and communication conduit between the QLT and their school. It will consist of the school principal and/or assistant principal(s), teachers' union steward(s), and certified staff, as selected by the certified staff of the building. Minutes will be recorded. Each team should design and implement a process of communication, relative to the School Leadership Team, within the building. The team may work on a) the school improvement plan b) Quality Steering Committee recommendations, and c) promoting, facilitating and implementing the three aims of our district. The School Leadership Team may meet as an expanded committee that may include parents or students two to four times per year.

Adopted: 11-07-1984 ISD 709
Revised: 06-20-1995
12-20-2011 ISD 709

2055R QUALITY OF WORK LIFE (RULES, PROCEDURES AND GUIDELINES)

For purposes of effectively initiating and maintaining participation of certified staff in the labor management process, a district-wide steering committee will foster the growth and development of participative management practices across the district and, to the extent possible, identify and address areas of concern to employees on a district-wide basis. Committee meetings at every level are open to all certified staff.

Quality Steering Committee (QSC)
The QSC will include representation from school board, central administration, principals and teachers. The QSC will provide direction, guidance, and necessary training to the Quality Leadership Teams (QLT). Members will engage in quality initiatives, on a district-wide basis. Minutes will be recorded. The QSC will design and implement a process of communication, relative to the QSC, within the district.

Quality Leadership Teams (QLT)
The QLT will represent specific stakeholder groups. These teams will meet regularly as working groups and as a communication conduit between the QSC and School Implementation Teams. The QLT will make recommendations to the QSC. Minutes will be recorded. Each team should design and implement a process of communication, relative to the QLT, for the district members of the specific stakeholder groups.

School Leadership Teams
Each school will have a School Leadership Team. This team will meet regularly as a working group and communication conduit between the QLT and their school. It will consist of the school principal and/or assistant principal(s), teachers' union steward(s), and certified staff, as selected by the certified staff of the building. Minutes will be recorded. Each team should design and implement a process of communication, relative to the School Leadership Team, within the building. The team may work on a) the school improvement plan b) Quality Steering Committee recommendations, and c) promoting, facilitating and implementing the three aims of our district. The School Leadership Team may meet as an expanded committee that may include parents or students two to four times per year.

Adopted: 11-07-1984 ISD 709
Revised: 06-20-1995
12-20-2011 ISD 709

2060 CURRICULUM DEVELOPMENT COMMITTEES

Curriculum Development Committees may be set up for the various areas of learning by the Director of Curriculum, Instruction & Assessment with approval by the Superintendent. Members of these committees must include teachers, administrative supervisors, and parents. Functions of a Curriculum Development Committee shall include:

1. Organize itself into a working body submitting any requests for hiring of consultants to assist in the project to the Superintendent for School Board approval.
2. Set up a schedule of meetings with a target completion date.
3. Survey various current curricula.
4. Develop a recommended new curriculum.
5. Select proper text materials, audio-visual aids, and related teaching materials.
6. Present proposal to the Director of Curriculum, Instruction & Assessment and the Superintendent.
7. Present proposal to the School Board.
8. If approved, publish curriculum materials.

Adopted: 06-09-1970 ISD 709
Revised: 06-20-1995 ISD 709

2060 CURRICULUM DEVELOPMENT COMMITTEES

Curriculum Development Committees may be set up for the various areas of learning by the Director of Curriculum, Instruction & Assessment with approval by the Superintendent. Members of these committees must include teachers, administrative supervisors, and parents. Functions of a Curriculum Development Committee shall include:

1. Organize itself into a working body submitting any requests for hiring of consultants to assist in the project to the Superintendent for School Board approval.
2. Set up a schedule of meetings with a target completion date.
3. Survey various current curricula.
4. Develop a recommended new curriculum.
5. Select proper text materials, audio-visual aids, and related teaching materials.
6. Present proposal to the Director of Curriculum, Instruction & Assessment and the Superintendent.
7. Present proposal to the School Board.
8. If approved, publish curriculum materials.

Adopted: 06-09-1970 ISD 709
Revised: 06-20-1995 ISD 709

2070 POLICIES, REGULATIONS, AND BY-LAWS - CONTROL

The Superintendent will appoint an administrator to establish and maintain an orderly plan for reviewing, updating, and making accessible the policies adopted by the School Board and the administrative rules and regulations needed to put them into effect. Accessibility is to extend to all employees of the School District, and to persons in the community on a need-to-know basis as determined by the Superintendent.

The Superintendent shall assign to an administrator the responsibility to keep the policies of the School Board up-to-date, and see to it that official copies of changes are sent to all personnel and organizations that have a copy of the Policies, Regulations, and By-Laws of the School Board. All proposed changes in policy must be submitted to the assigned administrator of the Policies, Regulations, and By-Laws where it will be studied and referred to the School Board for adoption or rejection. All books of adopted Policies, Regulations, and By-Laws must be kept up-to-date to ensure uniformity through the School District.

Adopted: 06-09-1970 ISD 709
Revised: 06-20-1995 ISD 709

2070 - POLICIES, REGULATIONS, AND BY-LAWS - CONTROL

The Superintendent will appoint an administrator to establish and maintain an orderly plan for reviewing, updating, and making accessible the policies adopted by the School Board and the administrative rules and regulations needed to put them into effect. Accessibility is to extend to all employees of the School District, and to persons in the community on a need-to-know basis as determined by the Superintendent.

The Superintendent shall assign to an administrator the responsibility to keep the policies of the School Board up-to-date, and see to it that official copies of changes are sent to all personnel and organizations that have a copy of the Policies, Regulations, and By-Laws of the School Board. All proposed changes in policy must be submitted to the assigned administrator of the Policies, Regulations, and By-Laws where it will be studied and referred to the School Board for adoption or rejection. All books of adopted Policies, Regulations, and By-Laws must be kept up-to-date to ensure uniformity through the School District.

Adopted: 06-09-1970 ISD 709
Revised: 06-20-1995 ISD 709

2075 SCHOOL CLOSING PROCEDURES

The process by which schools will be closed, consolidated, or merged involves a number of important studies and accurate data gathering, all within a spelled out time frame. The following outline identifies the areas to be studied, data needed, and the decision-making schedule by the School Board relative to school closings:

1. **Compilation of data in cooperation with school communities.**
   a. Demographic analysis (enrollment)
      (1) School District enrollment trends and projections
      (2) Enrollments by attendance areas (preferably contiguous)
      (3) Transportation and redistricting
      (4) Potential school reorganizations
      (5) Consideration of alternates to K-6, 7-8, 9-12
      (6) Related community developments and review by the City Planning Department
   b. Facility analysis matched to programs and services
      (1) Long term facility plan
      (2) Short term facility fit
      (3) Program, service, and organization improvements
      (4) Program, service, and organization detractors
   c. Cost analysis
      (1) Salaries:
         Administrative
         Specialist teachers
         Educational Assistants
         Clerical
         Custodial
      (2) Related:
         Fringe benefits on salaries
         Utilities, fuel, maintenance supplies
         Transportation
         Remodeling costs
   d. Disposal plan for unneeded facilities or buildings

2. **Review by affected communities (neighborhoods)**
   a. Discussion with staff at involved schools
   b. Community presentations and hearings by administrative sta ff
   c. Review of community suggestions and/or criticisms

3. **Review by School Board**

4. **Schedule public hearing by School Board**
   a. At school location
   b. At least one week prior to final decision

5. **School Board decision**
   a. Regular or Special School Board meeting
   b. At least one week after the public hearing

Adopted: 02-11-1975 ISD 709
Revised: 06-20-1995 ISD 709

2075 SCHOOL CLOSING PROCEDURES

The process by which schools will be closed, consolidated, or merged involves a number of important studies and accurate data gathering, all within a spelled out time frame. The following outline identifies the areas to be studied, data needed, and the decision-making schedule by the School Board relative to school closings:

1. **Compilation of data in cooperation with school communities.**
   a. Demographic analysis (enrollment)
      (1) School District enrollment trends and projections
      (2) Enrollments by attendance areas (preferably contiguous)
      (3) Transportation and redistricting
      (4) Potential school reorganizations
      (5) Consideration of alternates to K-6, 7-8, 9-12
      (6) Related community developments and review by the City Planning Department
   b. Facility analysis matched to programs and services
      (1) Long term facility plan
      (2) Short term facility fit
      (3) Program, service, and organization improvements
      (4) Program, service, and organization detractors
   c. Cost analysis
      (1) Salaries:
         Administrative
         Specialist teachers
         Educational Assistants
         Clerical
         Custodial
      (2) Related:
         Fringe benefits on salaries
         Utilities, fuel, maintenance supplies
         Transportation
         Remodeling costs
   d. Disposal plan for unneeded facilities or buildings

2. **Review by affected communities (neighborhoods)**
   a. Discussion with staff at involved schools
   b. Community presentations and hearings by administrative sta ff
   c. Review of community suggestions and/or criticisms

3. **Review by School Board**

4. **Schedule public hearing by School Board**
   a. At school location
   b. At least one week prior to final decision

5. **School Board decision**
   a. Regular or Special School Board meeting
   b. At least one week after the public hearing

Adopted: 02-11-1975 ISD 709
Revised: 06-20-1995 ISD 709

HR / Business Services Committee
Duluth Public Schools, ISD 709
Agenda
Monday, September 8, 2025
District Services Center
709 Portia Johnson Dr.
Duluth, MN 55811
4:30 PM

1. **Guest Presentations for this Meeting**
2. **Department Reports**
   - A. **Human Resources**
     - 1) HR Monthly Department Summary Report 2
   - B. **Business Services**
     - 1) Enrollment Report 4
     - 2) Child Nutrition Department Report 10
     - 3) Facilities Department Report 11
     - 4) Technology Department Report 13
     - 5) Transportation Department Report 14
3. **Recommended Resolutions**
   - A. B-9-25-4120 - Maximum Levy Certification 15
   - B. B-9-25-4121 - Acceptance of Donations to Duluth Public Schools 16
4. **Consent Agenda**
   - A. HR Staffing Report 20
   - B. FY26 Hourly Wage Rates 22
   - C. Job Description - MISA (Management Information Systems Assistant) *Revision* 24
   - D. Job Description - Cultural Immersion Paraprofessional *Revision* 28
   - E. Finances
     - 1) Financial Report 31
     - 2) Fundraisers 32
   - F. Bids, RFPs, and Quotes
     - 1) BID #1322 - Kemps Dairy Renewal for 2025-26 School Year 33
5. **Contracts, Change Orders and Leases**
   - A. CONTRACT - Environmental, Health & Safety Management Services for Duluth Public Schools 2025-2026 39
6. **Miscellaneous Informational Items (no action required)**
   - A. Expenditure Contracts 52
   - B. No Cost Contracts 108
   - C. Revenue Contracts - None
   - D. Grant Applications 145
   - E. Change Orders Signed 146

Human Resources Report for September 2025 School Board Meeting
Highlighting August 2025 Activities

Department:	Human Resources
HR|Business Services Committee:	09.08.2025
Regular Board Meeting:	09.16.2025
Report Prepared By:	Theresa Severance

Manager's Minutes:

- We have updated all our Clerical positions to be more focused on the individual work of each position, rather than a broad description of an outdated leveling system.
- With the approval of contracts for the Principal's Unit, the Paraprofessional Unit, and the EEA Unit last month, we are in the process of finalizing all pay adjustments and any back pay due for those units.
- Negotiations are ongoing with the Director's Unit and we have a tentative agreement with the Food Service unit. We have yet to receive an intent to negotiate from the DDWIAA and NCBAA units.
- We had 48 new employees (16 non-certified and 32 certified) attend the New Hire Orientation on August 14 at the District Service Center.

What We're Working On:

- The human resources team is working on setting up our job fair and event participation for the 2025-2026 school year. Our first event was Unity in the Community on August 18, followed by the monthly event held at CareerForce on September 3rd.
- The payroll team is working with departments to go paperless for all extra pay invoicing. This updated process would eliminate the hand keying of information into the payroll system and help in expediting payments to employees.
- The benefits team is starting to prepare their schedule for onsite school visits and retiree planning meetings.

Upcoming Changes/Improvements to the Department:

- We have started the screening for the Human Resources Manager position, with interviews to be held later this month.
- We are planning to attend several job fairs at UWS in September and October. The Jacket Fest on 09/18 and the Career & Internship Fair on 10/09
- Principal staffing meetings are being scheduled for the end of September. These meetings will ensure that employees are aligned with the correct schools and assignments in our payroll system, which will ensure a smoother process for future hiring and reporting to STARS.

Staffing Report:

- Certified Appointments - 19
- Certified Leaves - 7
- Certified Resignations - 3
- Certified Retirements - 0

- Non-Certified Appointments - 19
- Non-Certified Leaves - 1
- Non-Certified Resignations - 18
- Non-Certified Retirements - 6

Open Positions:

Certified:

Teachers (8)
- *Early Childhood (1)*
- *Elementary (1)*
- *High School (2)*
- *Middle School (1)*
- *Special Education (2)*
- *Adult Basic Education (1)*

Non-Certified:

Administrative (3)

Child Nutrition (5)

Maintenance (6)
- *Master Electrician (1)*
- *School Custodian I/II/III (2)*
- *Second Shift Engineer I (1)*
- *Second Shift Engineer II (1)*
- *Substitute Maintenance (1)*

Playground/Cafeteria Monitor (4)

Transportation (1)
- *School Bus Driver II (1)*

Paraprofessionals (14)
- *Certified Sign Language Interpreter (1)*
- *Health Assistant Para LPN - LTS (1)*
- *Instructional Para (2)*
- *Language Facilitator - Deaf and Hard of Hearing (1)*
- *Occupational Therapy Assistant (1)*
- *SpEd Building Wide Para (3)*
- *SpEd Program Para (2)*
- *SpEd Student Specific Setting III Para (3)*

713

2025-2026 School	Total Enroll	Total Gr 1-5	K	1	2	3	4	5	6	7	8	9	10	11	12
Congdon Park 435	487.00	411.00	76.00	78.00	83.00	83.00	79.00	88.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Homecroft 475	465.00	380.00	85.00	76.00	72.00	74.00	81.00	77.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lakewood 500	240.00	205.00	35.00	39.00	33.00	41.00	47.00	45.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lester Park 510	513.00	426.00	87.00	72.00	83.00	99.00	79.00	93.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lowell 520	304.00	262.00	42.00	58.00	53.00	45.00	56.00	50.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lowell Spanish Immersion	182.00	147.00	35.00	39.00	26.00	28.00	26.00	28.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MacArthur 525	261.00	221.00	40.00	40.00	43.00	45.00	51.00	42.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Myers Wilkins 540	455.00	376.00	79.00	82.00	76.00	72.00	81.00	65.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Piedmont 550	401.00	327.00	74.00	68.00	77.00	61.00	62.00	59.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Stowe 565	235.00	197.00	38.00	35.00	47.00	43.00	36.00	36.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lincoln Middle 225	719.86	0.00	0.00	0.00	0.00	0.00	0.00	0.00	225.00	252.00	242.86	0.00	0.00	0.00	0.00
Ordean East Middle 335	1141.27	0.00	0.00	0.00	0.00	0.00	0.00	0.00	395.00	354.00	392.27	0.00	0.00	0.00	0.00
AE Online 650	49.67							0.00	0.00	0.00	0.28	2.42	9.05	18.43	19.49
Denfeld 215	1038.60							0.00	0.00	0.00	0.00	247.29	258.86	256.14	276.31
East 220	1539.90							0.00	0.00	0.00	0.00	395.87	407.09	371.15	365.79
Merritt Creek Academy 81	80.00	33.00	1.00	4.00	2.00	8.00	7.00	12.00	6.00	7.00	11.00	6.00	12.00	4.00	0.00
ALC 611	62.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.00	26.00	32.00
Chester Creek Academy 575	28.00	15.00	0.00	0.00	1.00	5.00	6.00	3.00	3.00	2.00	1.00	0.00	2.00	2.00	3.00
Rock Ridge Academy 580	38.00	14.00	2.00	3.00	1.00	5.00	2.00	3.00	2.00	3.00	5.00	3.00	5.00	3.00	1.00
Arrowhead Academy 605	7.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00	1.00	4.00
Bethany Crisis Shelter 615	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	0.00	0.00
Hospitals 630	2.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	1.00	0.00	0.00	0.00
The Bridge 950	23.58	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	23.58
Total:	**8272.88**	**3014**	**594**	**594**	**597**	**609**	**613**	**601**	**631**	**618**	**653.4**	**655.58**	**700**	**681.7**	**725.2**

176 students
19 Open Enrolled, 7 FT Residents, 150 PT Residents,
Average Enrollment 0.28 about 2 classes

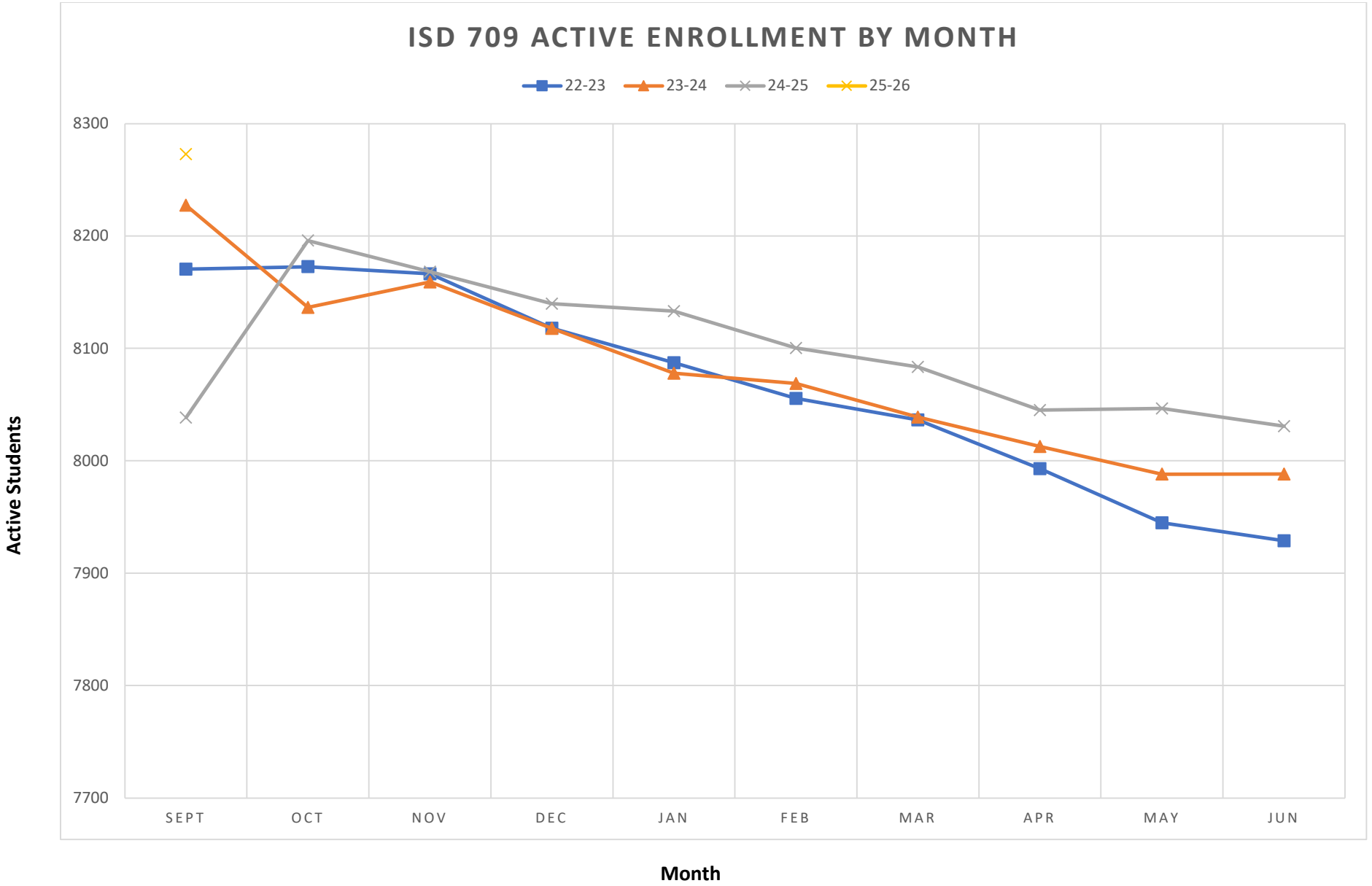
2025-2026
Month to Month Enrollment Changes by School

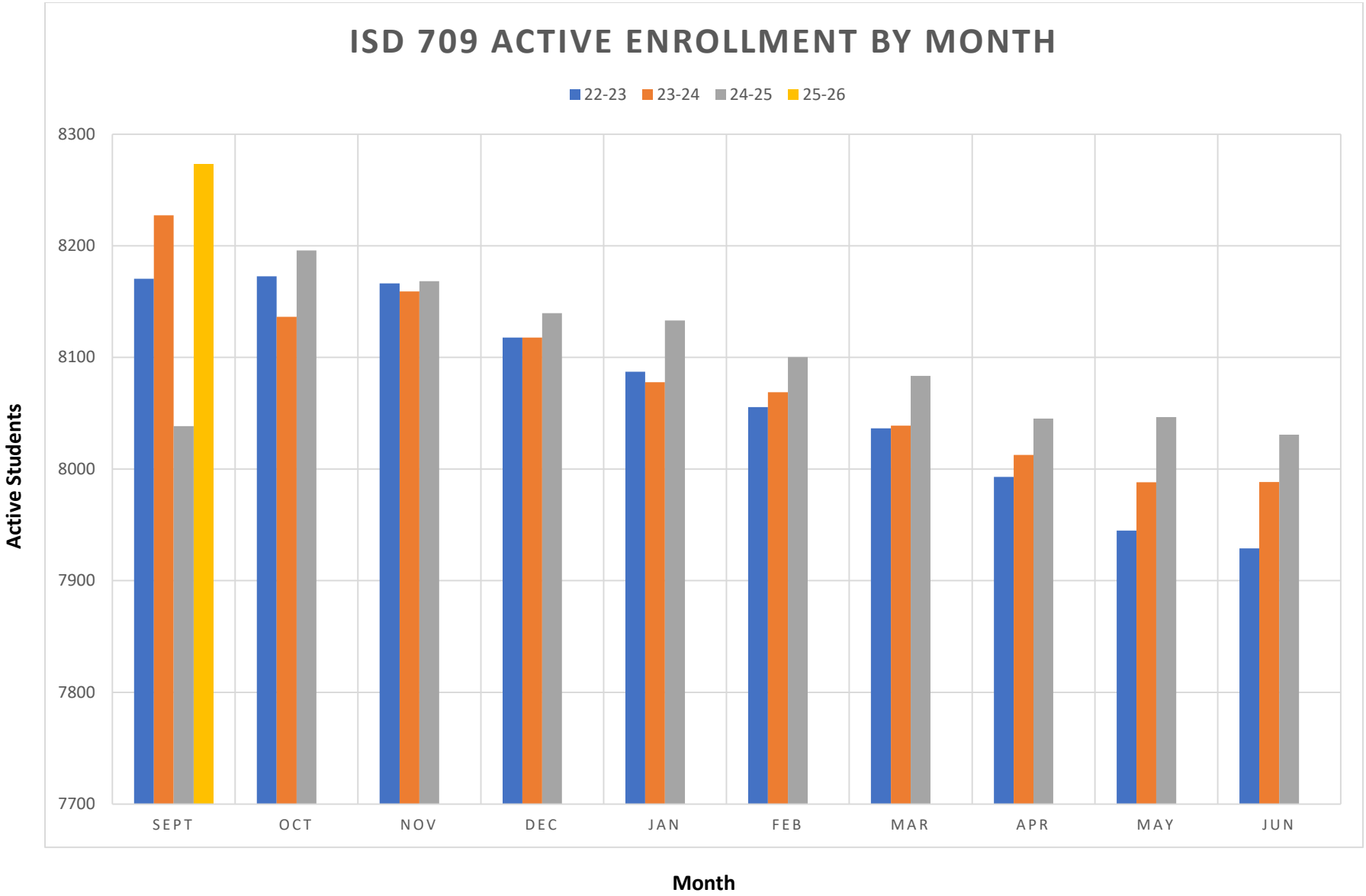
Month to Month	EOY	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Current	MtoM	YTD	FROM	FROM	FROM
2025-2026	24-25	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Month Dif	Net		Current Month-EOY	Sep '24	Current Month-Sep '24
Congdon Park 435	474.00	487.00										0.00		0.00	13.00	471.00	16.00
Homecroft 475	451.00	465.00										0.00		0.00	14.00	447.00	18.00
Lakewood 500	252.00	240.00										0.00		0.00	-12.00	253.00	-13.00
Lester Park 510	512.00	513.00										0.00		0.00	1.00	509.00	4.00
Lowell 520	306.00	304.00										0.00		0.00	-2.00	308.00	-4.00
Lowell Immersion 521	327.00	182.00										0.00		0.00	-145.00	330.00	-148.00
MacArthur 525	270.00	261.00										0.00		0.00	-9.00	251.00	10.00
Myers Wilkins 540	312.15	455.00										0.00		0.00	142.85	307.00	148.00
Piedmont 550	387.00	401.00										0.00		0.00	14.00	388.00	13.00
Stowe 565	238.00	235.00										0.00	0.00	0.00	-3.00	231.00	4.00
Lincoln Middle 225	667.87	719.86										0.00		0.00	51.99	664.00	55.86
Ordean East Middle 335	1073.61	1141.27										0.00	0.00	0.00	67.66	1078.55	62.72
AE Online 650	166.24	49.67										0.00		0.00	-116.57	81.37	-31.70
Denfeld 215	896.17	1038.60										0.00		0.00	142.43	949.90	88.70
East 220	1382.11	1539.90										0.00	0.00	0.00	157.79	1508.58	31.32
Merritt Creek Academy 81	84.33	80.00										0.00		0.00	-4.33	69.00	11.00
ALC Seat Based 611	92.72	62.00										0.00		0.00	-30.72	73.86	-11.86
Chester Creek Academy 575	31.00	28.00										0.00		0.00	-3.00	27.00	1.00
WHA RRA 580	46.00	38.00										0.00		0.00	-8.00	34.00	4.00
Arrowhead Academy 605	22.33	7.00										0.00		0.00	-15.33	17.00	-10.00
Bethany Crisis Shelter 615	0.25	0.00										0.00		0.00	-0.25	0.25	-0.25
Hospitals 630	23.00	2.00										0.00		0.00	-21.00	15.00	-13.00
The Bridge 950	16.00	23.58										0.00	0.00	0.00	7.58	25.00	-1.42
Total:	8030.78	8272.88	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	242.10	8038.51	234.37
Change		242.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00						
Adult Learners		367.00										0.00					

2025-2026
Month to Month Enrollment Changes by Grade

715

Month to Month	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Current	MtoM	YTD	Current
2025-2026	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Month Dif	Net		Avg
EC	151.06	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	151.06
PK	21.94										0.00	0.00	0.00	21.94
KA	132.00										0.00		0.00	132.00
KG	462.00										0.00		0.00	462.00
1	594.00										0.00		0.00	594.00
2	597.00										0.00		0.00	597.00
3	609.00										0.00		0.00	609.00
4	613.00										0.00		0.00	613.00
5	601.00										0.00		0.00	601.00
6	631.00										0.00	0.00	0.00	631.00
7	618.00										0.00		0.00	618.00
8	653.41										0.00	0.00	0.00	653.41
9	655.58										0.00		0.00	655.58
10	700.00										0.00		0.00	700.00
11	681.72										0.00		0.00	681.72
12	725.17										0.00	0.00	0.00	725.17
K 12 Total:	8272.88	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8272.88
Change		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				


ISD 709 ACTIVE ENROLLMENT BY MONTH
22-23
23-24
24-25
25-26
8300
8200
8100
8000
7900
7800
7700
SEPT
OCT
NOV
DEC
JAN
FEB
MAR
APR
MAY
JUN
Active Students
Month


ISD 709 ACTIVE ENROLLMENT BY MONTH
22-23
23-24
24-25
25-26
8300
8200
8100
8000
7900
7800
7700
Active Students
SEPT
OCT
NOV
DEC
JAN
FEB
MAR
APR
MAY
JUN
Month

718

393

Child Nutrition Report for September 2025 School Board Meeting
Highlighting August 2025 Activities

Department:	Child Nutrition
HR|Business Services Committee:	09.08.2025
Regular Board Meeting:	09.16.2025
Report Prepared By:	Sheila Oak

What We're Working On:

- Had a training day for our kitchen managers who are Certified by the Health Department to renew their Safe Food Handlers Certificates. This is very important to our program and a requirement for our licensed kitchens and cafeteria.
- Sent out a district wide mailing to all families reminding them to do their Application for Educational Benefits for the new school year.
- Summer meals were completed on 8/15/25.
  Here is a look at Summer Meal counts over 10 years

Summer Meals — Pandemic Pandemic — **BREAKFAST**

YEAR	2025	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015
June	2763	2260	3642	2003	15337	21620	3152	4523	4868	5565	6958
July	5027	4896	8106	4758	14500	13509	5859	6422	6581	8220	8226
August	1475	1837	4131	4679	9440	9272	3190	4473	5112	6862	4362
	9265	**8993**	**15879**	**11440**	**39277**	**44401**	**12201**	**15418**	**16561**	**20647**	**19546**

LUNCH

YEAR	2025	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015
June	4668	4938	6253	4229	22317	22697	8777	10316	12770	12771	15671
July	9340	10254	14127	9701	18242	14745	13476	16475	16954	18153	20855
August	3048	4064	8357	8073	12209	10078	8439	12356	14144	16909	13165
	17056	**19256**	**28737**	**22003**	**52768**	**47520**	**30692**	**39147**	**43868**	**47833**	**49691**
					Record Year						

Staffing Report:

- Interviewed and hired 5 new employees.
- Received 2 retirements
- 7 openings going into September

Facilities Report for September 2025 School Board Meeting
Highlighting August 2025 Activities

Department:	Facilities
HR|Business Services Committee:	09.08. 2025
Regular Board Meeting:	09.16.2025
Report Prepared By:	Jeremy DeGraef / Corey Karren

Manager's Minutes:

- Summer projects have been completed.
- Bids for the 1st Street building project were opened on August 6th at the DSC, with contractor selection and pre-construction work beginning immediately for a planned early September start date.

What We're Working On:

- DSC:
  - Transportation building Expansion in progress steel structure is being assembled. Holm Const
- Denfeld High School
  - Cafeteria terrazzo floor repairs completed.
  - Clock tower heating project is underway.
- East High School
  - Front entryway repairs complete.
  - Parking lot resurfacing complete.
  - Stormwater system inspection completed.
  - Cleaned and new sand filter media added.
  - Weight Room expansion completed.
  - CTE Manufacturing space development for new equipment is in process. DSGW is assigned; contractor selection for the project are pending.
- Lincoln Park:
  - Auditorium lighting re-lamped. Front of house lights only. New lighting design is underway.
  - Keyed elevator switches have been installed.
- Lowell:
  - Exterior envelope repairs are complete.
  - Walk-in cooler floor repairs are complete.
  - Currently receiving quotes for blinds for the new windows.
- Myers Wilkins:
  - A Conditional Use Permit with the City of Duluth for the guardrail installation has been approved. We are waiting on the City to provide the next steps.
  - Classroom build-outs for the Spanish Immersion classrooms have been completed.
  - New chiller installation is complete.

- Congdon:
    - New Mini Split system for IT closet completed.
- Lakewood:
    - Parking lot expansion is complete.
- Laura MacArthur/Stowe
    - Flooring projects completed.

Upcoming Changes/Improvements to the Department:

- Building Operations summer cleaning was a success. Over the summer, Facilities Operations cleaned approximately 1,753,095 Square feet of building space. All while serving the summer building activities.

Staffing Report:

- Milestones:
    - Please join us in extending our deepest congratulations and sincere thanks to Elizabeth LeDoux and Daniel Kolden for 40 remarkable years of service, continuous learning, and invaluable contributions. Both were successful candidates, along with 25 others out of 250 applicants, back in 1985.
        - On August 27th, Elizabeth LeDoux reached her 40th year of dedicated service with Facilities at the Duluth School District. Elizabeth is currently the District Carpenter.
        - On August 28th, Daniel Kolden reached his 40th year of dedicated service with Facilities at the Duluth School District. Daniel was the Engineer 2 at Rockridge and retired on September 2nd.

      We wish Liz continued success and happiness in her vital role! We also wish Dan happiness and health in all of his new endeavors as the retirement wind blows. We are incredibly fortunate to have had the expertise and dedication as part of the ISD709 family.

Work Orders: As of September 2nd

- Work in Progress 374
- Work orders completed 160

Technology Report for September 2025 School Board Meeting
Highlighting August 2025 Activities

Department:	Technology
HR|Business Services Committee:	09.08.2025
Regular Board Meeting:	09.16.2025
Report Prepared By:	Greg Krueger

Manager's Minutes:

- Greg began as new director first week of August
- Transition discussions occurred between new director and prior interim department leader
- Weekly meetings were held with central office technology staff
- Two meetings were held with Digital Innovation Specialists to prep for the school year
- 1:1 check-ins were held with all department employees
- An org chart for the department was developed and a slight restructuring recommended relevant to the staff supervised by our Network Admin/Architect position

What We're Working On:

- Preparing technology devices and systems for the start of the school year
- Engaging in transition discussions and training relevant to the departure of our Network Admin/Architect
- Defining the scope of a project to replace aging classroom display technology (Smartboards and projectors) at the district's secondary schools
- Integrating the district's Digital Innovation Specialists into the technology department's systems and meetings - this group of six staff were recently re-aligned into our department

Staffing Report:

- Jesse Wheeler, our current Network Architect/Admin, is moving on to a new opportunity directing the IT team for a nearby county government
    - His last day is September 5
    - The vacancy is posted and accepting applications

Transportation Report for September 2025 School Board Meeting
Highlighting August 2025 Activities

Department:	Transportation
HR|Business Services Committee:	09.08.2025
Regular Board Meeting:	09.16.2025
Report Prepared By:	Jeremy Kasapidis

Manager's Minutes:

- The beginning of the school year has been a busy time for us. The first two weeks require significant effort to assist drivers, bus staff, parents, and students in transitioning smoothly into the new school year. Our focus is on ensuring everything operates as efficiently as possible.

What We're Working On:

- **Dynamic Routing:** Managing numerous last-minute changes and integrating new students into existing routes.
- **Operational Efficiency:** Ensuring the continuous and smooth operation of all bus services.
- **Infrastructure Impact:** Navigating the extensive road construction projects throughout Duluth this year.

Upcoming Changes/Improvements to the Department:

- Increased adoption of forms to enhance departmental efficiency.

Staffing Report:

- We are nearing full staffing, as our two newest driver trainees are currently in the examination process.

Stats in the Spotlight:

- 415 different routes have been set up so far for this school year, and more to come!

R E S O L U T I O N
Maximum Levy Certification

WHEREAS, the School Board of Independent School District No. 709, St. Louis County, Minnesota, will hold a regular school board meeting on December 16, 2025 at 6:15 PM in the Board Meeting Room at District Service Center, 709 Portia Johnson Drive, Duluth MN 55811, and will receive input from the public on the proposed certified levy for 2025 payable in 2026.

THEREFORE, BE IT RESOLVED, that the School Board propose the ceiling for the tax levy for Independent School District No. 709 for 2025 payable 2026 at the maximum amount.

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
District Service Center	Pez Davila	In-kind	Unity in Our Community	The donation came in the form of 89lbs of beef.
District Service Center	Pez Davila	In-kind	Unity in Our Community	1,000 brats were donated for Unity in Our Community
District Service Center	Pez Davila	In-kind	Unity in Our Community	1,000 brat buns for Unity in Our Community
District Service Center	Pez Davila	In-kind	Unity in Our Community	2,000 bags of chips were donated for Unity in Our Community.
District Service Center	Pez Davila	In-kind	Unity in Our Community	720 cans of sodas for Unity in Our Community
District Service Center	Minnesota Power	$500	Unity in Our Community	
Districtwide	Head of the Lakes United Way Jaci Christiansen	In-kind		Received 150 backpacks with folders in them ("Stuff the Bus" donation)
East	Northern View Construction	$5,000	Goes to the cheerleading program for practice wear.	
East	Debbi	In-kind		Percussion equipment valued at

	Rasmussen			$400
East	Kiwanis of Duluth	$250	Key Club	Kiwanis Club in Duluth was donating to Key Club. The same amount went to Denfeld and East.
East	Duluth East Girls Swim and Dive Boosters	1,180.00	Duluth East Girls Swim and Dive Team, donation used for the purchase of parkas	
Lakewood	Lakewood PTA	In-kind	For all students at the school	playground equipment
Laura MacArthur	Annette Jubie	In-kind	Misc. School Supplies	Annette called and asked if she could come and drop of misc. school supplies she would like to donate to our school as she knows families can't always afford everything.
Laura MacArthur	Donors Choose	Donors Choose - Letter w/ list of items coming to teacher	Sophia Conley - 2nd Gr teacher @ LMAC	We received the notification of donation for Sophia Conley by email: From: Donors Choose <principals@donorschoose.org> Date: Mon, Aug 18, 2025 at 10:59 AM Subject: Materials are headed to Laura MacArthur Elementary School To: Carrie <carrie.thompson@isd709.org>
Lester Park	Kevin Simich	In-kind	Lester Students	Kevin donated several bags of student supplies. He has done this before and we love it!
Lincoln Park	STACEY ACHTERHOFF	In-kind		FLUTE DONATION FOR BAND. COMES IN A CASE.
Lincoln Park	COMMUNITY MEMBERS IN DULUTH -	In-kind	SCHOOL SUPPLIES	30- FOLDERS, 30- COMPOSITION NOTEBOOKS, 20- SPIRAL

	SUSIE			NOTEBOOKS, 200-MECHANICAL PENCILS, 10-PLASTIC PENCIL CASES
Lincoln Park	Anonymous	In-kind		Wanted to stay anon. 24 boxes Crayola crayons, 2 pack - 10 ball point pens, 2 boxes -12 pencils, 3 pack - 10 pack markers, 2 - 5 count mini erasers
Lincoln Park	Deyona Kirk, Michelle Lebeau, Cathy DeGroot, Cieri DeGroot, Ed DeGroot, Susie Poirer, Joe Pucuski, Henry L. Banks	Deyona Kirk and Michelle Lebeau - 2 microwave ovens, 1 mini refridgerator -- Cathy/Cieri DeGroot & Ed DeGroot - $50 cash -- Susie Poirer & Joe Pucuski - $100 cash -- Henry L. Banks - $50 cash	Lincoln Park Middle School Native American Program (snacks)	Please share thank you letter with all who contributed to this wonderful donation. Thank you!
Myers-Wilkins	Cub Grocery & Pharmacy	In-kind - School supplies were donated		
Piedmont	Hillside United Methodist Church	In-kind - 3 boxes of Backpacks and School Supplies		
Piedmont	Cub Foods	In-kind		12 Backpacks of school supplies, 25 grocery bags of supplies and 3 cases of pencils

HUMAN RESOURCES ACTION ITEMS FOR: SEPTEMBER 16, 2025

CERTIFIED APPOINTMENT	POSITION	EFFECTIVE DATES
BEAR, MADELINE K	LTS HEALTH TEACHER/DENFELD, (BA) III, 3, 1.0, HALL M.	8/26/2025
BLEGEN, JOSEPH A	INDUSTRIAL TECH/ROBOTICS TEACHER/LINCOLN PARK, (BA) III, 8, 1.0	8/25/2025
BOWN, SARAH L	LTS SCHOOL NURSE/DISTRICT WIDE, (BA) III, 8, 0.8, WOHLWEND A.	8/25/2025
CROSS, KRISTINA E	ECFE PARENT EDUCATOR/DISTRICT WIDE, (MA) IV, 1, 0.075,	8/26/2025
DELANO, WINCHELL S	SPED EBD RESOURCE TEACHER/LINCOLN PARK, (MA+30) IV, 3, 1.0,	8/25/2025
GRAHAM, SCOTT W	LTS SPED SOCIAL WORKER/ORDEAN EAST, (MA+45) IV, 9, 1.0, MARTIN J.	8/29/2025
JASPERSON, BRYAN R	SPANISH TEACHER/LINCOLN PARK, (MA+45) IV, 9, 0.3, WEBER-LARINOVA T.	8/27/2025
KAZAK, PAIGE R	KINDERGARTEN TEACHER/PIDEMONT, (MA+45) IV, 9, 1.0, JOHNSON S.	8/25/2025
KELLEY, BRYCE S	SPED RESOURCE TEACHER/LINCOLN PARK, (BA) III, 2, 1.0, ARBOUR A.	8/25/2025
MILLAWAY-ROODELL, KIERA E	SPED RESOURCE TEACHER/PIEDMONT, (BA) III, 1, 1.0, CARLAND D.	8/25/2025
MOLLOHAN, LEONARDO B	MEDIA/VISUAL ARTS TEACHER/LINCOLN PARK, (BA) III, 2, 0.5	8/25/2025
MOLLOHAN, LEONARDO B	CTE GRAPHIC ARTS TEACHER/DENFELD, (BA) III, 2, 0.2, MILLER J.	8/25/2025
MOOERS, BRIAN D	SPED STEPS IV TEACHER/ROCKRIDGE, (BA+15) III, 8, 1.0,	8/25/2025
NELSON, ABBEY E	GRADE 5 TEACHER/LAURA MACARTHUR, (MA+45) IV, 9, 1.0, FRANKLIN D.	8/25/2025
SMITH, AUDRA M	ENGLISH TEACHER/LINCOLN PARK, (BA) III, 1, 1.0, HEWITT-OROBONA S.	8/25/2025
TAYLOR, CALLIE M	SPED MULTI CATEGORICAL SETTING III TEACHER/LESTER PARK, (MA) IV, 9, 1.0, LEISCHSKE L.	8/25/2025

CERTIFIED LEAVES	POSITIONS	EFFECTIVE DATES	
ANDRYS, HEATHER L	PRE K TEACHER - LAURA MACARTHUR ES	8/22/2025	10/3/2025
KASS, AMY J	FMLA MILITARY INTERMITTENT - 9/18, 9/19, 9/22, 9/23	9/18/2025	
LETOURNEAU, CASSIE L	TEACHER SPED SEC SETTING III/IV - EAST HIGH SCHOOL	8/25/2025	6/5/2026
MARTIN, JUSTIN A	SPED SOCIAL WORKER - ORDEAN-EAST MS	8/18/2025	9/29/2025
PETERSON, RICHELLE R	ELEM READING INTERVENTION - STOWE ES	8/12/2025	9/25/2025
RUDOLPH, VERONICA L	GRADE K - LAURA MACARTHUR ES	8/25/2025	
WOOD, ALISON C	TEACHER SCIENCE BIOLOGY - DENFELD HIGH SCHOOL	1/20/2026	

CERTIFIED RESIGNATION	POSITION	EFFECTIVE DATES
JOHNSON, SHANE D	ASSISTANT PRINCIPAL ELEMENTARY - LOWELL ES	6/13/2025
THUMS, KRISTIINA M	MUSIC BAND - ORDEAN-EAST MS	6/6/2025
WEIDT, SALLY J	STUDENT ACHIEVEMENT COORD TOSA - MYERS-WILKINS ES	7/10/2025

NON-CERT APPOINTMENT	POSITION	EFFECTIVE DATES
BONDESON, MARY E	SPED PROGRAM PARA/MYERS-WILKINS, 31.25/38WKS, $22.49/HR, DEVRIES C.	08/26/2025
CARLSON, BROOKE N	NUTRITIONAL SERVICE ASSISTANT/DISTRICT WIDE, 30/38WKS, $15.68/HR, SATHER L.	09/03/2025
CHAPMAN, NATHAN L	COMMUNITY EDUCATION DIRECTOR/DISTRICT WIDE, 52WKS, $120,000/YR/INDEPENDENT CONTRACT, RUPP J.	09/08/2025
CHRISTENSEN, KATIE L	OFFICE SUPPORT SPECIALIST SENIOR/LINCOLN PARK, 40/52WKS, $21.44/HR, BLACK N.	08/12/2025
CHRISTIANSEN, CALLEY M	OSS-INTERMEDIATE/LINCOLN PARK, 40/46WKS, $19.85/HR, HUGHES K.	09/08/2025
COLLETTE, NICHOLE F	SPED BUILDING WIDE PARA/MYERS-WILKINS, 31.25/38WKS, $18.85/HR, GAGE T.	08/25/2025
DOWELL, KIM P	SPED STUDENT SPECIFIC PARA/EAST, 25/38WKS, $22.49/HR, LOVEJOY T.	08/25/2025
DUBOIS, JENNIFER R	NUTRITIONAL SERVICE ASSISTANT/LINCOLN PARK, 30/38WKS, $15.68/HR, FERN J.	08/26/2025
GARRETT, AURIEL A	FLOAT CUSTODIAN/DISTRICT WIDE, 40/52WKS, $19.04/HR,	08/20/2025
HAZEBROEK, ANNA L	NUTRITIONAL SERVICE ASSISTANT/PIEDMONT, 22.5/38WKS, $15.68/HR, ANDREWS L.R,	09/03/2025
HEINZEN, AMANDA J	NUTRITIONAL SERVICE ASSISTANT/EAST, 18.75/38WKS, $15.68/HR, BLOCK K.	08/26/2025
KEUP, ALIX E	SPED PROGRAM PARA/PIEDMONT, 31.25/38WKS, $21.07/HR, STEVENS, M	08/25/2025
MOLONEY, SHEA M	CERTIFIED LIFEGUARD PARA/ORDEAN EAST, 33.75/38WKS, $17.83/HR, RUSSELL K.	08/25/2025
O'LEARY, LOIS C	SPED STUDENT SPECIFIC PARA/DENFELD, 33.75/38WKS, $22.14/HR, POTTS M.	08/25/2025
PETERSON, TERRY S	CUSTODIAN/EAST, 40/52WKS, $18.08/HR, MURRAY S.	09/02/2025
POPE, LAVENA J	CUSTODIAN/HOMECROFT,ORDEAN-EAST/40/52WKS, $18.05/HR, JOHNSON S.	08/21/2025
SUMMERALL, JANET M	SUPERVISORY PARA/LAURA MACARTHUR, 23/38WKS, $19.75/HR, KING A.	08/26/2025
URICH, KATHRYN	AMERICAN INDIAN HOME SCHOOL LIASON PARA/DISTRICT WIDE, 40/38WKS, $22.49/HR,	09/03/2025
VAUGHT, BRYNNE K	SPED PROGRAM PARA/MYERS-WILKINS, 31.25/38WKS, $20.05/HR, JOHNSON G.	08/25/2025

NON-CERT LEAVES	POSITIONS	EFFECTIVE DATES	
THOMPSON, TRACY A	OSSS - LESTER PARK ES	9/30/2025	11/26/2025

NON-CERT PRESUMED RESIGNED	POSITIONS	EFFECTIVE DATES
CORBIN, KANIKISA	AMERICAN INDIAN HOME SCHOOL LIAISON - ALC	8/28/2025
LOVSHIN, HANNAH M	INSTRUCTIONAL PARA - MYERS-WILKINS	6/6/2025

NON-CERT RESIGNATION	POSITION	EFFECTIVE DATES
BATTEES, SUSAN L	CHILD NUTRITION ASST - DENFELD HS	6/6/2025
BOVARD, KAYLEE K	SPED LPN PROG PARA - EAST HS	6/6/2025
BROWENDER, LAUREN P	SPED PROG PARA SETTING III/IV - LOWELL ES	9/5/2025
CURNOW, LOUISE A	PRE SCHOOL PROG PARA - MYERS-WILKINS ES	6/6/2025
DAVIDSON, REBECCA L	CHECK & CONNECT PARA - ORDEAN-EAST MS	6/6/2025
DURFEE, DAWN M	CHILD NUTRITION ASST - LAKEWOOD ES	6/6/2025
KREAGER, DELANEY M	SPED PROG PARA SETTING III/IV - LOWELL ES	9/8/2025
LARSON, CARI J	CHILD NUTRITION ASST - EAST HS	6/6/2025
LARSON, ELIZABETH J	SPED PROG PARA - CONGDON PARK ES	6/6/2025
MITCHELL, SAMUEL N	SCHOOL CUSTODIAN 1 - EAST HS	8/7/2025
PODGORNIK, CHERYL R	SPED BW PARA - LINCOLN PARK MS	8/29/2025

SCARBROUGH, ALEXIS J	SPED CHILD SPECIFIC SETTING III/IV PARA - DENFELD HS	9/1/2025
SEYMOUR, CASSANDRA K	SPED PROG PARA SETTING III/IV - LAURA MAC ES	9/12/2025
SONDAY, DANIELLE E	FACILITIES USE COORDINATOR - DW	9/15/2025
WHEELER, JESSE D	NETWORK ARCHITECT ADMIN - DW	9/5/2025
ZOLTEK, LORI K	CHILD NUTRITION ASST - LAURA MACARTHUR ES	9/1/2025

NON-CERT RETIREMENT	**POSITION**	**EFFECTIVE DATES**
HUGHLEY, MARY J	SPED PROG PARA SETTING III/IV - CONGDON PARK ES	6/6/2025
JOHNSON, DONALD P	SCHOOL BUS DRIVER II	9/12/2025
LEE, RANDY J	SPED PROG PARA SETTING III/IV - DW	10/16/2025
LUNDORFF, STEPHANIE A	SPED PROG PARA - LAURA MACARTHUR ES	6/6/2025
PETERSON, LINDA M	SPED CHILD SPECIFIC SETTING III/IV PARA - DENFELD HS	6/6/2025
PETERSON, NANCY J	CHILD NUTRITION ASST - ORDEAN-EAST MS	6/6/2025

NON-CERT TERMINATION	**POSITION**	**EFFECTIVE DATES**
BLINDAUER, BRETT M	SPED PROG PARA SETTING III/IV- LESTER PARK ES	8/22/2025

HOURLY/SUBSTITUTE PAY RATE SHEET			
EFF. 9/1/2025		7/1/24	**Proposed 7/1/25**
COMMUNITY EDUCATION			
American Indian Facilitator	Hourly	$14.50	$14.50
Lifeguard	Hourly	$14.65	$14.65
Locker Room Attendant	Hourly	$14.50	$14.50
Pool Director	Hourly	$14.50	$14.50
Puppeteer	Hourly	$14.65	$14.65
School-Aged/Pre-K Worker	Hourly	$14.50	$14.50
Site Supervisor Substitute	Hourly	$14.50	$14.50
Special Needs Helper	Hourly	$14.50	$14.50
Swim Instructor	Hourly	$15.50	$15.50
Temporary Building Coordinator	Hourly	$16.50	$16.50
Youth Development Programs		$0.00	$0.00
Youth Service Facilitator	Hourly	$16.50	$16.50
Cross Age Student Helper | Playground Leader | Gym Supervisor Activity Leader | Summer Youth Placement Coordinator	Hourly	$14.50	$14.50
FOOD SERVICE			
Cook and Head Cook Substitute	Hourly	$16.00	$16.00
Nutrition Svc Asst Substitute/Non-Unit Helper	Hourly	$16.00	$15.00
Elementary/Residential Manager Substitute	Hourly	$16.00	$16.00
Secondary Manager Substitute	Hourly	$17.00	$17.00
Retired Food Service employees	Hourly	Step 3 of Food Svc CBA	Step 3 of Food Svc CBA
MAINTENANCE AND CONSTRUCTION			
Lead Person for Laborers	Hourly	$15.00	$15.00
Retired Trades People	Hourly	Step B of Maintenance CBA	Step B of Maintenance CBA
Snow Shovelers, Temporary	Hourly	$15.00	$15.00
Summer AV Repair	Hourly	$15.00	$15.00
Summer Hourly Substitute	Hourly	$15.00	$15.00
Welder and Other Skilled Trades		Step B of Maintenance CBA	Step B of Maintenance CBA
BUILDING OPERATIONS			
Hourly Regular Substitute	Hourly	$15.00	$18.05
Substitute for Licensed People	Hourly	$15.00	$20.00
Summer Hourly and Summer Hourly Lawn Crew	Hourly	$15.00	$18.00
Retired Custodian	Hourly	Step B of Maintenance CBA	Step B of Maintenance CBA
Retired Custodian II	Hourly	Step B of Maintenance CBA	Step B of Maintenance CBA
Retired Fireperson I	Hourly	Step B of Maintenance CBA	Step B of Maintenance CBA
Retired Fireperson II	Hourly	Step B of Maintenance CBA	Step B of Maintenance CBA
Retired Engineer (Eng. 1/Eng. 2/Eng. 3/Eng. 4)	Hourly	Step B of Maintenance CBA	Step B of Maintenance CBA
TRANSPORTATION			
Retired Bus Driver	Hourly	Step B of Maintenance CBA	Step B of Maintenance CBA
Bus Driver	Hourly	$20.00	$20.00
Bus Helper	Hourly	$15.00	$15.00
Field Trip	Hourly	$15.00	$15.00
PRINT SHOP			
Skilled Tradesperson	Hourly	**Step B of Maintenance CBA**	**Step B of Maintenance CBA**
Summer Hourly	Hourly	$15.00	$15.00
PURCHASING (STOREROOM)			
Hourly Regular Substitute	Hourly	$15.00	$15.00
Hourly Student	Hourly	$15.00	$15.00
Stock Clerk (Retired Employee)	Hourly	**Step B of Maintenance CBA**	**Step B of Maintenance CBA**
CLERICAL/PARAPROFESSIONAL			
Hourly Clerical Substitute	Hourly	$16.00	$18.02
Regular Substitute	Hourly	$16.00	$21.02
Retired/Layoff Employees	Hourly	Step 1 of Clerical CBA	Step 1 of Clerical CBA
PARAPROFESSIONALS			
Career Center Assistant	Hourly	$15.00	$15.00
Career Center Coordinator	Hourly	$15.00	$15.00
Child Care Assistant	Hourly	$15.00	
Community Assistant	Hourly	$15.00	

Community Liaison	Hourly	$15.00	
Cultural Assistant (no language skills)	Hourly	$15.00	
Cultural Assistant (with language skills)	Hourly	$15.00	
Experience Center Manager	Hourly	$15.00	
Health Assistant	Hourly	$15.00	
Hearing Impaired Assistant (Signer) (Transliterator Non-Licensed)	Hourly	$15.00	
Indian Oriented Assistant	Hourly	$15.00	
Instructional Assistant (Tutor)	Hourly	$15.00	
Licensed Interpreter for the Deaf	Hourly	$20.00	
Media Assistant	Hourly	$15.00	
Mental Health Practitioner Sub	Hourly	$15.00	
Occupational Therapy Assistant	Hourly	$15.00	
Physical Therapist Assistant	Hourly	$15.00	
Special Education Assistant	Hourly	$15.00	
Special Education Assistant (LPN License Required)	Hourly	$18.00	$18.00
Special Education Assistant (RN License Required)	Hourly	$24.00	$24.00
Supervisory Assistant	Hourly	$15.00	
Technical Tutor		$15.00	
Graphic Artist | Cultural Assistant (with language skills) | RDT | Asian Oriented | Evaluation/Testing	Hourly	$15.00	
Paraprofesional-Gen Ed	Hourly	$16.00	$17.00
Paraprofesional	Hourly	$17.50	$18.50
MISCELLANEOUS			
Accounting Intern	Hourly	$15.00	
Assistant Examiner	Hourly	$15.00	
Cafeteria/Playground Monitor	Hourly	$15.00	$15.00
Crossing Guard	Hourly	$15.00	
Deli Assistant	Hourly	$15.00	
Deli Operator	Hourly	$15.00	
Desegregation Assistant	Hourly	$15.00	
GED Examiner	Hourly	$21.00	
Headstart Nutritionist	Hourly	$26.00	
Help Desk Technician	Hourly	$17.00	
HRA Headstart Resource Aide	Hourly	$15.00	
Indian Adult Basic Education Assistant	Hourly	$15.00	
Parental Involvement Coordinator	Hourly	$15.00	$15.00
Systems Maintenance Technician	Hourly	$22.54	
Technology Intern (2 yrs college or above)	Hourly	$16.00	$16.00
Technology Student Intern (after 17 months)	Hourly	$15.00	$15.00
Technology Student Intern(ISD#709 Student)	Hourly	$15.00	$15.00
Work Study	Hourly	$15.00	$15.00
SUBSTITUTE TEACHERS			
All Certified Substitutes	Substitute	$160.00	$165.00
Certified Retired Substitutes Only	Substitute	$165.00	$170.00

ISD 709 Duluth Public Schools

POSITION DESCRIPTION

SECTION I: GENERAL INFORMATION

Position Title: Management Information Systems Assistant	**Department:** Teaching, Learning and Equity
Immediate Supervisor's Position Title: Coordinator Adult Learning Center - ABE	**FLSA Status** Non-Exempt
Pay Grade Assignment:	**Bargaining Unit:** Paraprofessional Unit

General Summary of Purpose Of Job:

The MISA (Management Information Systems Assistant) Paraprofessional is responsible for the comprehensive management of data within the Minnesota ABE Student Information Database (SID) to meet state and federal Adult Basic Education reporting mandates and ensure optimal fiscal reimbursement and program compliance. This role also encompasses managing student registration and assessment processes, overseeing essential office operations, providing key communication and support functions, and contributing to the overall effectiveness of the Duluth Adult Basic Education program.

SECTION II: ESSENTIAL DUTIES AND RESPONSIBILITIES:

Duty No.	**Essential Duties:** **(These duties are a representative sample; position assignments may vary.)**
1.	Manage and maintain all ABE student records using the SID (MN ABE Student Information Database), including, data entry, alterations, additions and corrections; Create and maintain the SID structure for all program classes, employees, attendance and reporting. Ensure data accuracy, analyze, assess, and report data for optimal ABE fiscal reimbursement and compliance. Manage all staff and volunteer information in SID; prepare reports, and assist instructional staff with reports as needed. Manage physical program records and assist in the preparation of all required federal, state, and local reports. Develop and maintain efficient data collection processes.
2.	Manage all data related to required student assessments according to state and federal procedures, including monitoring attendance and pre-test level to determine post-test scheduling for each student across all programs; Score assessments, evaluate results to determine the need for further assessment; and coordinate the set up all required assessments with instructor. Maintain current knowledge of state testing requirements and professional development.
3.	Develop and maintain forms and procedures for data collection, including enrollment forms, attendance spreadsheets, testing records, etc.
4.	Prepare accurate and timely quarterly reports, assist with reporting for the Federal Report, and any final annual reporting for SID and for the MN Department of Education, which are critical for program approval and funding.
5.	Provide accurate information and reports about ABE programs to students, agency staff and the public Prepare individual student attendance and progress reports, verify graduations and send transcripts as requested.
6.	Performs a variety of routine clerical, administrative, and customer service duties to ensure the efficient operation of the office. Serves as the first point of contact for all visitors and inquiries, directing guests and monitoring testing rooms, answering phones, and managing the program's email inbox. Responsibilities also include handling all incoming and outgoing mail and deliveries, maintaining organized records by filing and recording information, and serving as the contact for building maintenance issues. Additionally, this role provides basic technical support for office equipment and the phone system and is responsible for opening and closing the office area daily.

7.	Act as a key point of contact for providing information about all ABE programming as well as any/all information on the GED program to all stakeholders. Manage the DAE website content and support community outreach and partner networking efforts. 734
8.	Assist with staff onboarding and maintain staff files. Contribute to broader program development initiatives.
9.	Performs other duties as requested by supervisor, or to meet new requirements of the MN Dept. of Education/Adult Basic Education office.

SECTION III: WORK REQUIREMENTS AND CHARACTERISTICS

EDUCATION/EXPERIENCE REQUIREMENTS: Minimum education and experience required to perform adequately in position could reasonably be attained only by completing the following:	
X	**High school diploma or GED.**
	Degree Required:
X	**Required Work Experience in Addition to Formal Education/Training:** Minimum of a two-year certificate from a college of technical program in data management or student/human services, or an Associate's Degree and one (1) year of office management **experience**, OR a combination of education and experience totaling (3) years.
	Required Supervisory Experience:

PREFERRED EDUCATION/EXPERIENCE REQUIREMENTS:
None required.

LICENSE/CERTIFICATION: (Identify licenses/certification required upon hiring:
None required.

ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES REQUIRED TO PERFORM THE WORK

Knowledge
- Strong working knowledge of database systems, especially student databases, and spreadsheets.
- Thorough understanding of privacy in education for adults, ROI's, and general office standards of privacy regarding in-person communication, emails, and the phone.
- Knowledge of student assessment instruments and protocols.
- Working knowledge of Google Workplace/Products as well as Microsoft Suites..
- Understanding of phone system operation, including transfers and messaging

Skills
- Exceptional accuracy and attention to detail in all work.
- Strong oral communication skills with the public, staff, and external agencies, including a memorable and fluid phone presence with correct information, patience, and understanding.
- The general use of desktop computers and Microsoft office products for the creation and maintenance of forms and records.
- Oral communication with the public, from walk-in applicants to agency staff and state officials

Abilities
- Create written communication and send relevant correspondence.
- Consistently perform professional written correspondence and communication through emails, signage, and any

created documents

- Register and assess students with enrollment processes, obtaining the required information for various reports.
- Gain cooperation in working with other staff to complete student assessments and reporting
- Manage multiple tasks efficiently while maintaining a positive and professional demeanor under pressure.
- Work independently and autonomously.
- Perform basic financial recordkeeping and billing functions.
- Meet scheduled timelines (daily, monthly, quarterly, yearly).
- Maintain confidentiality regarding all student, staff, and program information and records.

735

PHYSICAL REQUIREMENTS: Indicate according to the requirements of the essential duties/responsibilities

Employee is required to:	**Never**	**1-33% Occasionally**	**34-66% Frequently**	**66-100% Continuously**
Stand		√		
Walk		√		
Sit			√	
Use hands dexterously (use fingers to handle, feel)				√
Reach with hands and arms		√		
Climb or balance	√			
Stoop/kneel/crouch or crawl		√		
Talk and hear			√	
Taste and smell	√			
Lift & Carry: Up to 10 lbs.		√		
Up to 25 lbs.		√		
Up to 50 lbs.	√			
Up to 100 lbs.	√			
More than 100 lbs.	√			
Vision Requirements:	**Yes**	**No**		
No special vision requirements	√			
Close Vision (20 in. of less)		√		
Distance Vision (20 ft. of more)		√		
Color Vision		√		
Depth Perception		√		
Peripheral Vision		√		

General Environmental Conditions:
Work is performed under normal office conditions and there are minimal environmental risks or disagreeable conditions associated with the work. The typical noise level is considered to be moderate.

General Physical Conditions:

Work can be generally characterized as:
Sedentary Work: Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body.

RESPONSIBILITY FOR DIRECT SUPERVISION OF THE FOLLOWING POSITIONS:

N/A

SECTION IV: CLASSIFICATION HISTORY AND APPROVAL

This Position Description reflects an accurate and complete description of the duties and responsibilities assigned to the position.

_____ _____

Signature – Human Resources **Date**

Job Classification History:
Prepared by TS 5/2025
Board Approval:
Reviewed/updated:
Reviewed/updated:

736

ISD 709 Duluth Public Schools

POSITION DESCRIPTION

SECTION I: GENERAL INFORMATION

Position Title: Cultural Immersion Program Paraprofessional (Ojibwe Language)	**Department:** Office of Advancing Equity
Immediate Supervisor's Position Title: Coordinator of Indian Education	**FLSA Status** Non-Exempt
Pay Grade Assignment: Pay Group B	**Bargaining Unit:** Paraprofessional Unit

General Summary of Purpose Of Job:

The Cultural Immersion Program Paraprofessionals (CIPA) will work within the classroom with the teacher to support the academic and linguistic achievement of native English-speaking and/or native Ojibwe –speaking students within a rigorous one-way or two-way dual language immersion instructional framework. This position is also responsible for collaborating with school personnel, parents and community agencies to provide quality instructional programs and to perform other duties directly related to support the academic and linguistic achievement of native English-speaking and/or native Ojibwe-speaking students.

SECTION II: ESSENTIAL DUTIES AND RESPONSIBILITIES:

Duty No.	**Essential Duties:** **(These duties are a representative sample; position assignments may vary.)**
1.	Works with elementary students individually and in small groups to support learning activities in the Ojibwe Language.
2.	Assists the lead teacher in setting up learning stations and preparing instructional materials in the Ojibwe Language.
3.	Aids in daily classroom management by using the Ojibwe Language for instructions, routines, and expectations.
4.	Maintains accurate classroom attendance and student progress records.
5.	Coordinates transportation for special events. Participates in various training sessions as assigned.
6.	Assists with providing promotional materials of school sponsored events/activities to other school personnel, community organizations and families of current and prospective Ojibwe Language students.
7.	Sets up, operates, and maintain classroom equipment. ~~Makes home visits regarding attendance, health issues, and to obtain approving signatures. Maintains effective relationships with these families.~~
8.	Participates in required training sessions as assigned.
9.	Works with the lead teacher to develop and implement home learning activities.
10.	Promotes school events and activities to staff, community organizations, and families of current and prospective Ojibwe Language students.
11.	Performs other duties as requested by supervisor.

SECTION III: WORK REQUIREMENTS AND CHARACTERISTICS

EDUCATION/EXPERIENCE REQUIREMENTS: Minimum education and experience required to perform adequately in position could reasonably be attained only by completing the following:

X	**High school diploma or GED.**
	Degree Required: 738
X	**Required Work Experience in Addition to Formal Education/Training:** Minimum of an Associate Degree and at least one year of experience working in an early childhood or elementary classroom that facilitates a student-centered learning activities related to Ojibwe Language Immersion, OR a combination of education and experience totaling (3) years.
	Required Supervisory Experience:

PREFERRED EDUCATION/EXPERIENCE REQUIREMENTS:

ACTFL (American Council on Teaching of Foreign Languages) Intermediate-high/advanced-low oral proficiency and literacy in the Ojibwe Language is preferred.

LICENSE/CERTIFICATION: (Identify licenses/certification required upon hiring:

None required.

ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES REQUIRED TO PERFORM THE WORK

Knowledge
- Ojibwe language double-vowel writing system
- Cultural and historical aspects of Ojibwe people.
- Cultural and socioeconomic diversity and population issues.
- Early childhood education materials, including learning games for pre-school children.

Skills
- Organizing work load as to get maximum use of time and effectiveness.
- Multi task and priorities work task
- Written and verbal communication skills to make oral presentations.
- Researching resources of outside organizations for the benefit of students and parents.
- The usage of desktop computers and applications software.

Abilities
- Organize workload that provides effective and efficient achievement.
- Make oral presentations that are clear and concise.
- Use desktop computers and applications software.

PHYSICAL REQUIREMENTS: Indicate according to the requirements of the essential duties/responsibilities

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

More than 100 lbs.	√			
Vision Requirements:	**Yes**	**No**		
No special vision requirements	√			739
Close Vision (20 in. of less)		√		
Distance Vision (20 ft. of more)		√		
Color Vision		√		
Depth Perception		√		
Peripheral Vision		√		

General Environmental Conditions:

Work is performed under normal office conditions and there are minimal environmental risks or disagreeable conditions associated with the work. Work is frequently performed in outdoor weather conditions when traveling between school sites or community agencies. The typical noise level is considered to be moderate

General Physical Conditions:

Work can be generally characterized as:

Sedentary Work: Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body.

RESPONSIBILITY FOR DIRECT SUPERVISION OF THE FOLLOWING POSITIONS:

N/A

SECTION IV: CLASSIFICATION HISTORY AND APPROVAL

This Position Description reflects an accurate and complete description of the duties and responsibilities assigned to the position.

_____ _____

Signature – Human Resources **Date**

Job Classification History:

Prepared by TS 5/2025

Board Approval:

Reviewed/updated:

Reviewed/updated:

Duluth Public Schools

HR/BS Services Committee Monthly Fund Balance Report
Sept 8, 2025 Committee Meeting

BUDGET SUMMARY

9.5.25

REVENUES	25-26 CURRENT YEAR ADOPTED BUDGET		25-26 CURRENT YEAR REVISED BUDG	25-26 RECEIVED TO YEAR TO DATE	25-26 RECEIVED ENCUMBERED		25-26 BUDGET BALANCE	Percent spent 9.5.25
	FUND	Jul-25	JULY 25-26	July -June	July -June		July -June	
General	1	$ 134,020,612.52	$ 136,726,403.11	$ 19,455,751.09	$ (8,153,718.50)		$ 125,424,370.52	14%
Food Service	2	$ 6,120,000.00	$ 6,120,000.00	$ 112,548.78	$ -		$ 6,007,451.22	2%
Transportation	3	$ 3,866,200.00	$ 3,866,200.00	$ 697,322.97	$ (51,279.90)		$ 3,220,156.93	18%
Community Ed	4	$ 8,187,495.00	$ 8,187,495.00	$ 358,242.63	$ (238,093.39)		$ 8,067,345.76	4%
Operating Capital	5	$ 4,680,435.48	$ 1,974,644.89	$ 234,255.34	$ -		$ 1,740,389.55	12%
Building Construction	6	$ -	$ -	$ -	$ -		$ -	
Debt Service Fund	7	$ 27,857,301.00	$ 27,857,301.00	$ 921,061.64	$ (237,862.44)		$ 27,174,101.80	3%
Trust Fund	8	$ 320,000.00	$ 320,000.00	$ -	$ -		$ 320,000.00	0%
Dental Insurance Fund	20	$ 959,836.00	$ 959,836.00	$ 133,701.03			$ 826,134.97	14%
Student Acitivity	79	$ 106,940.00	$ 106,940.00	$ 3,980.00	$ -		$ 102,960.00	4%
REVENUE	**TOTALS:**	**$ 186,118,820.00**	**$ 186,118,820.00**	**$ 21,916,863.48**	**$ (8,680,954.23)**	**$ -**	**$ 172,882,910.75**	12%

EXPENSES	25-26 CURRENT YEAR ADOPTED BUDGET		25-26 CURRENT YEAR REVISED BUDG	25-26 EXPENSES TO YEAR TO DATE	25-26 EXPENSES ENCUMBERED		25-26 BUDGET BALANCE	
	FUND	Jul-25	JULY 25-26	July - June	July -June		July - June	
General	1	$ 128,594,794.07	$ 128,494,683.82	$ 11,426,022.66	$ 5,412,997.04		$ 111,655,664.12	13%
Food Service	2	$ 6,095,464.00	$ 6,095,464.00	$ 176,052.81	$ 3,058,419.37		$ 2,860,991.82	53%
Transportation	3	$ 7,864,200.00	$ 7,864,200.00	$ 530,455.22	$ 528,126.53		$ 6,805,618.25	13%
Community Ed	4	$ 7,725,252.00	$ 7,725,252.00	$ 383,363.04	$ 121,917.07		$ 7,219,971.89	7%
Operating Captial	5	$ 5,648,724.89	$ 5,648,724.89	$ 2,117,037.17	$ 613,672.17		$ 2,918,015.55	48%
Building Construction	6	$ -	$ -	$ 752,816.44	$ 1,147,915.79		$ (1,900,732.23)	
Debt Service Fund	7	$ 27,394,520.00	$ 27,394,520.00	$ 1,356,834.57	$ -		$ 26,037,685.43	5%
Trust Fund	8	$ 270,842.00	$ 270,842.00	$ -	$ -		$ 270,842.00	0%
Dental Insurance Fund	20	$ 1,025,548.00	$ 1,025,548.00	$ 118,517.08	$ -		$ 907,030.92	12%
Student Acitivity	79	$ 86,750.00	$ 86,750.00	$ 24,265.59	$ 8,456.01		$ 54,028.40	38%
EXPENSE	**TOTALS**	**$ 184,706,094.96**	**$ 184,605,984.71**	**$ 16,885,364.58**	**$ 10,891,503.98**	**$ -**	**$ 156,829,116.15**	15%

Extra Curricular	Fund 01 Prog 298
Revenue	$ 6,181.75
Expense	$ 18,906.31

Fundraisers Reported
August 2025

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	Denfeld Guidance & Theatre Departments	$1,000.00	Selling Bubblr water before & after school throughout the year. Students from the Drama Dept. sell the water
Denfeld	Cheerleading	$200.00	Selling pizza
East	Girls' soccer	$8,000.00	Kwik Trip car wash cards
East	Greyhound Kitchen Career and Technical Student Organization	$2,500.00	Food sales and catering
East	Cheerleading	$5,000.00	Leading Edge Coupon Books
East	Cheerleading	$1,300.00	Duluth Coffee Company
East	Boys Basketball (East High School)	$5,000.00	Leading Edge - Hour a Thon (Receiving Donations)
East	East Volleyball Extra-Curricular/Athletics	$8,000.00	Hour-A-Thon Phone Donations
East	Duluth East Choirs	$400.00	Duluth Coffee Company Fundraiser
Homecroft	Student Activity	$24,000.00	Booster Fun Run
Lakewood	5th Grade Students at Lakewood	$2,600.00	Wolf Ridge Calendar Sales
Laura MacArthur	School-wide, student government	$975.00	Mcteachers Night 10%of sales for 3 hours
Stowe	Continuous Wolf Ridge fund - 5th graders lead, school wide purchase	$600.00	Beef sticks

8.5.25

742

Cathy Holman, Purchasing Coordinator

ISD 709 Duluth Public Schools

709 Portia Johnson Drive

Duluth, MN 55811

Dear Cathy Holman,

We are submitting the following price quote to you for the 2025-2026 school year. Our Grade A products meet all local, State and Federal requirements for the lunch program. All half-pint milks are subject to the attached Escalator Clause. All other products follow the monthly market change.

July 2025 Pricing

Item Description	Item #	Packaging Description	Price
1% Milk	26890	Eco Half-Pint	$0.372
Skim Milk	26891	Eco Half-Pint	$0.358
Chocolate Skim Milk	65492	Eco Half-Pint	$0.369
Lactose Free 1% Milk	26935	Eco Half-Pint	$0.590
Lactose Free Choc 1% Milk	26946	Eco Half-Pint	$0.590

Kelly Durick Eder, Board Chair

337

July 2025 Escalator Clause

It is hereby understood that the prices quoted are based on the USDA Class I prices listed below under the terms of the Federal Milk Market Order #30.

Class I Skim	9.66	CWT
Class I Butterfat	2.7142	LB

If the Class I Skim price per hundredweight is increased or decreased, for each $0.10 per hundredweight increase or decrease, the quotation on:

Half-Pint Fluid Milk	$0.00054	Per Half-Pint

If the Class 1 Butterfat price per pound in increased or decreased, for each $0.01 increase or decrease, the quotation on a half-pint will follow this formula:

Whole Milk	$0.00017750	Per Half-Pint
2% Milk	$0.00010750	Per Half-Pint
1% Milk	$0.00005375	Per Half-Pint
Skim Milk	$0.00001000	Per Half-Pint

Kemps General Information

Address: Kemps LLC / 420 West Broadway Avenue, Minneapolis, MN 55411

Key Bid Contact: Kyle Punton, General Manager / Kyle.Punton@Kemps.com / 612-723-5596

Sales Rep Contact: Mike Hill / Mike.Hill3@Kemps.com / 320-471-8829

Payment Terms: Payment is due 14 days after the invoice date.

Insurance: Kemps will provide a copy of insurance upon request.

Bid Bonds: Kemps has been operating since 1914. We do not participate in bid bonds.

Return Milk Policy: Kemps only takes back and gives credit for milk that is delivered with less than 10 days from expiration, or any milk that is deemed a manufacturer defect, damaged, or not sellable upon delivery. Please be cognizant of our next scheduled delivery, especially around break periods. The school is responsible for disposing of any milk.

Renewed Bids: At the outset of each year a bid is renewed, Kemps reserves the right to make an annual price adjustment to cover any increases in operating costs. Price adjustments are related to fuel, labor, employee benefits, packaging, resin, etcetera. Additionally, all prices follow the monthly escalator clause.

Delivery Schedule: We can typically deliver between 6AM and 2:30PM and will try to accommodate the school's needs; however, we cannot guarantee a delivery schedule at this time.

Sustainability: At Kemps, we are passionate about delivering dairy to our neighbors down the road and around the world. For us, this goes beyond getting products to grocery store shelves. It starts with taking care of our planet, our land, our communities, our family farm-owners, and our employees.

We believe dairy plays a key role in solving our climate change crisis, and we are constantly striving to find more ways to reduce our greenhouse gas emissions, invest in innovation to make our business more sustainable, and engage in the communities where we live and work. We are determined to do our part to produce dairy responsibly, ethically, and sustainably and are continually searching for new, innovative ways to conserve resources, reduce waste, and work efficiently across farms, in plans, and on the road. Because of our commitment to the environment, Kemps has a 30-case minimum per delivery. If the delivery requirements are not met, we may contact you to create a solution. Thank you for your partnership with Kemps to reduce waste.

School Calendar Dates

If your district has the same dates for all schools, please fill in the table below.

First Day of School	September 2, 2025
Thanksgiving Break	November 27, 28, 2025
Christmas Break	December 24 – January 2, 2026
Spring Break	Feb 18-20, 2026 & March 30 – April 3, 2026
Summer School	☐No ☒Yes Dates: UNKNOWN at this Time

If the schools in your district have a variety of dates, please fill in the tables below.

School Name(s)	
First Day of School	
Thanksgiving Break	
Christmas Break	
Spring Break	
Summer School	☐No ☐Yes Dates:

School Name(s)	
First Day of School	
Thanksgiving Break	
Christmas Break	
Spring Break	
Summer School	☐No ☐Yes Dates:

School Name(s)	
First Day of School	
Thanksgiving Break	
Christmas Break	
Spring Break	
Summer School	☐No ☐Yes Dates:

School Contacts

If Kemps is chosen to provide your school(s) with dairy products for the upcoming school year, please thoroughly fill in the following pages. To better service our customers, Kemps is unable to begin deliveries if the fields are submitted incomplete.

School Name	FSD Name	Phone	Email

See attachment

School	Manager	Phone	Extension	Email
Congdon Park Elementary	Michelle Palmer	218-336-8825	1830	Michelle.palmer@isd709.org
Denfeld High	Kerri Shea	218-336-8830	2035	Kerri.shea@isd709.org
East High	Summer Emison	218-728-7426	2149	Summer.emison@isd709.org
Homecroft Elementary	Jodi Puff	218-336-8865	2551	Jodi.puff@isd709.org
Lakewood Elementary	Lily Flatt	218-336-8870	2619	Lily.flatt@isd709.org
Laura MacArthur Elementary	Georgia VanAllen	218-336-8900	3114	Georgia.vanallen@isd709.org
Lester Park Elementary	Angie Beyer	218-336-8875	2664	Angie.beyer@isd709.org
Lincoln Park Middle	Susan Geissler	218-336-8880	3339	Susan.geissler@isd709.org
Lowell Elementary	Amie Clingman	218-336-8895	2973	Amie.clingman@isd709.org
Myers Wilkins	Roberta Taran	218-336-8860	2444	Roberta.taran@isd709.org
Ordean East Middle	Deb McKowski	218-336-8940	4158	Deb.mckowski@isd709.org
Piedmont Elementary	Maria Karon	218-336-8950	2738	Maria.karon@isd709.org
Stowe Elementary	Julie Cullen	218-336-8965	3922	Julie.cullen@isd709.org
Rockridge	Carrie Miller	218-336-8707	2115	Carrie.miller@isd709.org

IEA, INC.

PROPOSAL

Contact Us:

BROOKLYN PARK OFFICE
9201 W. BROADWAY, #600
BROOKLYN PARK, MN 55445
763-315-7900

MANKATO OFFICE
610 N. RIVERFRONT DRIVE
MANKATO, MN 56001
507-345-8818

ROCHESTER OFFICE
210 WOOD LAKE DRIVE SE
ROCHESTER, MN 55904
507-281-6664

BRAINERD OFFICE
601 NW 5TH ST. SUITE #4
BRAINERD, MN 56401
218-454-0703

MARSHALL OFFICE
1420 EAST COLLEGE DRIVE
MARSHALL, MN 56258
507-476-3599

VIRGINIA OFFICE
5525 EMERALD AVENUE
MOUNTAIN IRON, MN 55768
218-410-9521

www.ieasafety.com

800-233-9513

2025-2026

Environmental, Health and Safety Management Services

for

Independent School District #709

Duluth Public Schools

AUGUST 5, 2025

2025-2026 Environmental, Health and Safety Management Services

PROPOSAL PROVIDED TO:

Bryan Brown
Facilities Manager
Independent School District #709
713 Portia Johnson Drive
Duluth, MN 55811
Phone: (218) 336-8907
E-mail: Bryan.Brown@isd709.org

PROPOSAL CONTACT:

Grant Chapa
Virginia & Brainerd Regional Manager
IEA, Inc.
5525 Emerald Avenue
Mountain Iron, MN 55768
Phone: (218) 302-3787
E-mail: Grant.Chapa@ieasafety.com

PROJECT INTRODUCTION

The Institute for Environmental Assessment, Inc. (IEA) is pleased to offer this proposal to provide a knowledgeable support team to meet your Environmental, Health and Safety (EH&S) compliance needs in conjunction with the Northeast Service Cooperative (NESC). IEA will assist the District in the implementation of safety programs, identification of health and safety related hazards and overall consulting based on the District's needs.

SCOPE OF WORK

EH&S Management

IEA will provide EH&S management services to assist in compliance with: Occupational Safety and Health Administration (OSHA), Minnesota Department of Education (MDE), Minnesota Pollution Control Agency (MPCA), National and Minnesota State Fire Code and other federal, state, and local regulations. Please see Appendix A for a list of possible related tasks.

Program Review

IEA will review identified health and safety programs for compliance with applicable regulations. This program review will be documented as the annual program review which is required or recommended for most of the District's written programs. A final report will be developed, including details on each program, as well as recommendations and/or plans for bringing programs into compliance. Annual compliance tasks will be identified prior to the start of each fiscal year and communicated to the District via a scheduling letter.

Trainings

IEA will be utilizing online safety training for some groups. The platform used is called *Learnworlds* and allows IEA to customize online videos and other training materials to be used for training your staff. IEA offers the following trainings to your staff members:

- Annual health and safety training for teaching, administrative, and support staff
- Annual health and safety training for food service staff
- Annual health and safety training for art department staff
- Annual health and safety training for industrial arts department staff
- Annual health and safety training for science department staff
- AHERA Designated Person training (completed by your District's Designated Person)
- Hazardous materials training (required to be completed by certain positions every three years)
- Temporary worker safety training (for summer workers that may be hired for painting, grounds work, etc.)
- Automotive lift safety training (required to be completed annually by users)
- Asbestos 2-hour initial awareness training (required to be completed by all new maintenance or custodial staff)

Annual training links can be prepared and distributed to District representatives. Other training courses listed above will be distributed to staff members as they are necessary. Maintenance, custodial and transportation staff sessions will remain completed in-person.

LIMITATIONS & ASSUMPTIONS

IEA will remain flexible to accommodate the District's needs; however, any project work outside of this scope of work or sampling, equipment fees or additional contractors will be provided in a project-specific scope of work with an associated fee.

The District is expected to provide sufficient workspace and support resources (office supplies, equipment, clerical support, and internet connection) as required to perform services under this contract.

When electronic documents are submitted to the District, IEA is not responsible for changes made after the date of submittal.

Documents provided by IEA are developed for your exclusive use and are not intended to be shared, distributed, or sold to any other party. While some firms maintain ownership of their written management plans, the work we do for your district is customized for you and becomes the property of your district.

Contract hours may be spent working at IEA's office for access to resources or references necessary to complete a task.

IEA will assist the District in compliance with applicable standards and regulations; however, actual compliance remains the responsibility of Independent School District #709.

COMPENSATION

The EH&S services are billed on a time and materials basis. Reference IEA's Comprehensive Fee Schedule in Appendix B for fees associated with the Environmental, Health and Safety Management Services for 2025. IEA will stay within the District's requested budget of **$95,000** per year.

Fees are billed to the District through the Northeast Service Cooperative monthly. Pricing is based on the discounted rates established through the Environmental, Health & Safety contract between NESC and IEA, Inc.

An annual fee of **$450** will be charged to maintain current customized online training and to have access available for District staff to complete the listed training when necessary.

SCHEDULE

IEA's services may commence on September 8, 2025, upon receipt of a signed master services agreement. IEA will schedule work through the Facilities Director.

This contract is valid September 8, 2025, through June 30, 2026.

AUTHORIZATION TO PROCEED

We appreciate the opportunity to present this proposal for Environmental, Health and Safety Management Services. Please sign this authorization to proceed and send to Grant Chapa at Grant.Chapa@ieasafety.com. Retain the original for your records.

IEA, Inc.

Grant Chapa
Virginia & Brainerd Regional Manager

***

Please proceed according to the above stated fees, terms, attached General Conditions, and this Proposal dated August 5, 2025.

Printed Name	Authorized Signature
Date	UFARS Code or PO Number

Appendix A

Possible Task List

Environmental, Health & Safety Management Services

A Workplace Accident & Injury Reduction Program (AWAIR)

- Develop and implement a written management plan for workplace accident and injury reduction.
- Develop and implement a written plan for OSHA-mandated safety committees.
- Conduct safety committee meetings at least quarterly to identify and eliminate workplace safety hazards. Develop and document methods used to identify, analyze and control new or existing hazards.
- Identify and document methods of how the plan will be communicated to all affected employees so that they are informed of work-related hazards and controls.
- Develop and document procedures for investigation of workplace accidents and corrective actions.

Air Permitting

- Conduct assessment and perform calculations to identify equipment and processes that require an air discharge permit.
- Develop and implement a written management plan for air permitting, if applicable.
- Complete monthly and annual reports and submit to the Minnesota Pollution Control Agency.
- Maintain all air permitting records.

Americans with Disabilities Act (ADA)

- Conduct an assessment of facilities to determine compliance with ADA.
- Recommend and coordinate projects to address identified ADA issues.

Asbestos

- Complete six-month periodic inspections.
- Conduct asbestos awareness training as needed.
- Maintain all records.
- Maintain/implement written management plan.

Bleacher Safety

- Develop and implement a written bleacher safety plan.

Bloodborne Pathogens Standard-Exposure Control Plan

- Develop and implement a written Bloodborne Pathogens-Exposure Control Plan encompassing OSHA Standard 29 CFR 1910.1030.
- Survey the facility to identify job categories in which employees may be at risk for exposure (Exposure Control Plan exposure determination). Document this process.
- Train affected employees on proper specific and universal precaution methods and techniques.
- Develop post exposure procedures.
- Evaluate engineering controls and document on an annual basis.

Community Right to Know

- Develop and implement a written Community Right to Know plan.
- Compile an inventory of products and develop product file.
- Complete annual Tier Two report and submit to Minnesota Emergency Response Commission and local fire department(s).

Compressed Gas

- Develop and implement a written management plan for compressed gases.
- Conduct inventory and evaluation of compressed gases.
- Conduct annual audit of inventory, postings/warning labels, and documentation.
- Conduct annual training as needed for applicable employees in compressed gas handling and use, respiratory protection, and emergency response procedures.

Confined Space

- Develop and implement a written management plan for confined space procedures.
- Conduct a workplace inventory and determine whether confined spaces are permit-required or non-permit required. Develop, distribute and post entry/exit permit requirements.
- Conduct annual review of program compliance, audit entry/exit procedural compliance, review permit use history and documentation, and provide initial and annual refresher training.

© IEA, Inc.

Electrical Safety
- Develop and implement a written management plan for electrical safety.
- Conduct annual training for affected employees.

Emergency Action Plan
- Review Emergency Action Plan and provide suggestions for plan development.
- Conduct training for staff on crisis management, troubled persons/staff recognition, and violence prevention.
- Coordinate response action with local agencies.
- Develop quick reference emergency procedures flip chart for employees.

Employee Right to Know (ERK)
- Develop and implement a written management plan.
- Provide annual training for applicable employees.
- Maintain training records.

Ergonomics
- Develop and implement a written management plan for ergonomics.
- Conduct an assessment of employees (office, custodial, etc.).
- Coordinate abatement of identified ergonomic issues.

Fall Protection
- Develop and implement written management plan.
- Conduct an assessment of facilities.

Fire Protection / Fire Prevention
- Develop and implement a written management plan for fire protection/prevention.
- Conduct an assessment of facilities.
- Conduct annual review/update of written plan.

First Aid/CPR
- Develop and implement a written management plan for first aid/CPR.
- Survey the facility for first aid/CPR needs.

Forklift Safety
- Develop a written plan if applicable.
- Provide required training
- Assist with inventory, inspection, and carbon monoxide monitoring.

Hoist / Lift / Crane Safety
- Develop a written plan if applicable.
- Inventory of hoists
- Assist with inspection and supporting documentation
- Provide training
- Assist with required recordkeeping

Hazardous Waste
- Develop and implement a written management plan for hazardous waste. These are defined as wastes that are toxic, combustible, corrosive, or reactive.
- Identify facility hazardous waste streams by functional areas and by waste stream types.
- Examine the potential for generating hazardous waste products each facility.
- Implement proper waste disposal procedures. Complete waste disposal manifests.
- Acquire an EPA generator number and MPCA annual permit for each building that generates hazardous waste.
- Provide training to affected employees. Conduct annual training if applicable according to VSQG or SQG criteria.
- Complete annual hazardous waste report for MPCA or local County government

Hearing Conservation
- Develop and implement a written management plan for hearing conservation.
- Assess all facilities and employees for occupational noise exposure.
- Coordinate annual hearing tests for affected employees.
- Recommend noise abatement or administrative controls to reduce or eliminate employee exposure and coordinate the distribution of hearing protection devices.
- Conduct noise dosimeter testing.
- Conduct employee training and annual review/update of training records.

Indoor Air Quality (IAQ)
- Develop, implement and maintain an IAQ management plan and building walk through.
- Provide training to employees in indoor air quality.
- Maintain appropriate IAQ records.
- Coordinate IAQ investigations.

Infectious Waste
- Develop and implement a written management plan for infectious waste, if any. NOTE: Blood or other potentially infectious materials are covered under the Bloodborne Pathogens Standard.
- Identify sources of infectious waste in each facility.
- Review current infectious waste handling procedures.
- Evaluate current infectious waste recordkeeping forms and procedures (including archiving).
- Provide annual training to affected employees.

Integrated Pest Management (IPM)
- Develop and implement a written management plan for integrated pest management.
- Prepare required notifications to the community.
- Coordinate with pest control companies to ensure proper pest management.

© IEA, Inc.

Lead Contamination Control Act
- Develop and implement a written management plan for lead contamination control.
- Report testing results and provide recommendations for areas with excess lead levels present.

Lockout/Tagout
- Develop and implement a written management plan for lockout/tagout.
- Assist with purchasing of appropriate locks and tags.
- Provide training for affected personnel.
- Conduct annual audit of compliance with lockout/tagout plan procedures.

OSHA Inspections
- Conduct mock OSHA and other regulatory agency inspections.
- Participate in OSHA review of facility and provide management activity for programs.

OSHA Recordkeeping
- Develop and implement a written management plan for OSHA recordkeeping.
- Assist with completion of OSHA 300 Log.
- Review and investigate accidents, develop trend information, and recommend procedures and policies to reduce occurrences.
- Assist with the management of the Workers' Compensation Program.

Personal Protective Equipment (PPE)
- Develop and implement a written management plan.
- Conduct assessment of facilities to determine equipment needs.
- Provide training to employees on the proper care and usage of personal protective equipment.

Playground Safety
- Develop and implement a written management plan for each playground.
- Conduct periodic site reviews, inspections and management plan updates.

Process Safety Management
- Develop and implement a written process safety management plan.
- Provide employee training as required.
- Conduct periodic review/update of written plan.

Radon
- Develop and implement a written management plan for radon.
- Provide recommendations for abatement for areas with excess radon levels present.

Respiratory Protection Program
- Develop and implement a written management plan for respiratory protection.
- Conduct workplace evaluation to determine respiratory protection needs.
- Provide annual respiratory protection program training to applicable employees.
- Coordinate annual medical exams, conduct and document annual fit test and records update.

Underground Storage Tanks (USTs) / Aboveground Storage Tanks (ASTs)
- Develop and implement a written management plan for underground and aboveground storage tanks.
- Complete an inventory of tanks including age, size, type, contents, spill protection, overfill devices, corrosion protection or leak detection systems.
- Develop and coordinate tank removal prioritization for under-equipped or leaking tanks.

Welding, Cutting or Brazing
- Develop a written plan.
- Provide training and assist with required recordkeeping.

© IEA, Inc.

Appendix B

Comprehensive Fee Schedule

Professional Fee Schedule
Effective January 1, 2025

IEA provides consulting services using the following rate schedule for project activity on a time-and-materials basis. This schedule will be adjusted on an annual basis. Additionally:

- Work performed beyond a normal working day (defined as hours in excess of 8 hours a day), weekends and national holidays will be billed at time and one-half.
- Current mileage rate is billed at the IRS mileage rate plus a 20% mark-up. Mileage rate may be adjusted to reflect fluctuations in fuel costs.
- Travel expenses, include airfare, lodging, transportation, and meals, will be billed with a 20% mark-up.

IEA's services will be billed at the following rates per hour:

Project Management	**Rate**
Division/Regional Manager	$165.00
Senior Project/Account Manager	$146.00
Account Manager	$141.00
Project Manager	$141.00
Administrative Support	$95.00
Professional/Technical Staff	
Sr. Certified Industrial Hygienist	$185.00
Certified Industrial Hygienist	$175.00
Certified Safety Professional	$160.00
Sr. Professional Engineer	$185.00
Professional Engineer	$165.00
Commissioning Agent	$135.00
Senior Environmental Technician	$118.00
Engineering Technician	$115.00
Environmental Technician	$115.00

Emergency services and rates for services after hours, weekends or under extenuating circumstances will require an increased labor rate one and one-half times the above rates.

© 2025 Institute for Environmental Assessment, Inc. All Rights Reserved.
www.ieasafety.com

Asbestos, Lead & IAQ Laboratory Fees

Asbestos

Bulk Samples - Polarized Light Microscopy (PLM)

# Samples Per layer	RUSH 3 Hour*	RUSH 6 Hour*	24 Hour	48 Hour	72 Hour
1 – 199	$52 each	$36.5 each	$26 each	$24 each	$21 each
200 or more	**Call for pricing**				

*Rush pricing is cost plus $80 for time and mileage. Time is from when lab receives samples. Additional times and costs are available

Air Samples – Phase Contrast Microscopy (PCM) (In-house Analysis)

	Routine Price	Rush Price
All Samples ($60 min. includes 2 samples)	$22 each	1.5 x applicable rate

Air Samples – Transmission Electron Microscopy (TEM)*

Air samples by AHERA or YAMATE Level II Method

	24 Hour	6 Hour	4.5 Hour	Weekend Analysis
Individual Samples (24 hours)	$150/Sample	$180/Sample	$300.00/Sample	$190/Sample

Lead

Lead Dust Wipe Samples/ Lead Air Samples/ Lead Paint Chips/ Soil Sample (Flame AA)

6 Hour	1 Day
$52	$25

Lead in Air/Soil Samples (Graphite Furnace)

	24 Hours or Greater	Less Than 24 Hours
All Samples	$83	Call for pricing

Lead in Paint Samples

	1-5 Days	6 Hours
All Samples	$26	$56

Lead in Water Samples

	24 Hours or Greater
All Samples	$28

Lead Toxicity Characteristic Leaching Limit Procedure (TCLP)

	3-Day	2-Day	30-Hour
All Samples	$125	$134	$260

© 2025 Institute for Environmental Assessment, Inc. All Rights Reserved.
www.ieasafety.com

Radon

Sample Type	Cost
Short-Term *(1-99)*	$16
Short-Term *(100 and up)*	$14
Continuous Radon Monitor	$250 *per sampling event*
Long-Term	Call for pricing

PCB EMSL Samples

2 Week	1 Week	4 Day	3 Day
$120	$169	$197	$235

Indoor Air Quality

Laboratory Analysis (Per Sample)*

- Air-O-Cell 24-hour turnaround $56
- BioReveal Surface Swab $13
- Bioaerosols (Fungi) $68.5
- Bulk fungal analysis (dilution method) $104
- Microvac bulk dust fungal analysis (dilution method) $104
- Microvac bulk dust fungal analysis (direct read method) $56
- Dust Characterization $77
- Formaldehyde** $125
- Hexavalent Chromium $100
- Legionella $130
- Particulate (nuisance dust, total & respirable) $39
- Rodac fungal contact (range $44-64) $72
- Silica ..... Call for pricing
- Tease Tape sample analysis $56
- Total Volatile Organic Compounds (TVOC) (3M 3500) $73
- Volatile Organic Compounds (VOC) (range $100-258) $282
- VOC Scan (GC/MS – Qualitative, 70 compounds) $342
- VOC Scan (GC/MS – Quantitative, up to 15 compounds) $342
- Welding Fume Scan (13 Metals) $203

NOTE: Delivery costs are billed on a direct basis

* Analysis for other compounds, alternate analytical and sampling methods, and rush analysis, may affect per unit costs.

Equipment Use Rates (Per Day)

- Air Flow Meter & Micromanometer $55
- Airborne Particulate Counter $80
- Anderson/Quick Take 30/Buck Bioaire Sampler (bioaerosols) $60
- B&K Sound Level Meter $130
- Balometer $55
- Dosimeter $30
- Four Gas Meter $55
- Hygrometer $30
- Infrared Camera $80
- Ion Counter $55
- Personal Air Sampling Pumps $55
- Moisture Meter $30
- Niton XRF-XLp (Paint) $260
- Noise Dosimeter Calibrator $15
- Personal Air Sampling Pump Calibrators (Check-Mate, DryCal, etc.) $30

© 2025 Institute for Environmental Assessment, Inc. All Rights Reserved.
www.ieasafety.com

- Personal Air Sampling Pumps $55
- Photo Ionization Detector (PID) $30
- Pressure Differential Meter $55
- TSI Q-Trak (carbon dioxide, carbon monoxide, temperature, relative humidity) $55
- Projector $40

© 2025 Institute for Environmental Assessment, Inc. All Rights Reserved.
www.ieasafety.com

Expenditure Contracts Signed
August 2025

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
Lutheran Social Service of Minnesota	$300.00/volunteer	Superintendent's Office (DU)	Foster Grandparent Program MOU effective 7/1/25 – 6/30/28. Site will provide a meal each day, if available, at the normal adult meal rate of $5.05/lunch and an annual contribution of $300.00 per volunteer
Class Intercom	$7,076.00*	Communications Office (DU)	Platform for archiving social media (per data request requirements) and posting to social media
Duluth Entertainment Convention Center	$2,400.00*	Communications Office (DR)	Rental of Bayfront Festival Park for Unity in Our Community
Zero Abuse Project	$3,000.00*	TLE Dept. (DR)	Professional Development Training – Alison Feigh keynote speaker
Zero Abuse Project	$5,200.00*	TLE Dept. (DR)	Professional Development Training
National Audio Visual Company	$2,500.00*	TLE Dept. (DR)	National Audio Visual Company will provide a range of audio and visual services for Professional Development Dates in FY26
Dr. David Edmund	$200.00*	TLE Dept. (DR)	Presentation on Music Education during 8/25/25 PD day at Denfeld HS
Dr. Daniel Ninham	$1,500.00*	TLE Dept. (DR)	Presentation on Indigenous Games during 8/25/25 PD day at Denfeld HS

Lake Superior College	$3,000.00/course/teacher	TLE Dept. (DU)	PSEO College in the Schools program for school year 2025-26
Audit Labs	$18,000.00*	Technology (DU)	Audit Labs will provide remote IT security leadership. Objective of the vCISO fractional services is to provide strategic guidance for the information security programs of Duluth Public Schools
First Witness Child Advocacy Center	$5,000.00*	Mental Health, SEB, MTSS Coordinator	First Witness will provide Child Sexual Abuse Prevention information to both teachers/staff, parents and children to Duluth Public School elementary, ECFE sites upon request

LUTHERAN SOCIAL SERVICE OF MINNESOTA
FOSTER GRANDPARENT PROGRAM
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this "MOU") contains basic provisions, which will guide the working relationship between both parties. It is entered into by and between Lutheran Social Service of Minnesota Foster Grandparent Program, sponsored by Lutheran Social Service of Minnesota, and the following agency and/or entity (the "Volunteer Station").

BETWEEN SPONSOR:

Lutheran Social Service of Minnesota
1605 Eustis Street, Suite 406
St. Paul, MN 55108

Telephone: 888-205-3770
651-310-9449 FAX

Program Coordinator: Christina Bartos
Direct Phone: 218.290.0186
e-mail: christina.bartos@lssmn.org

AND VOLUNTEER STATION: # _____

Independent School District #709
215 North 1st Ave East, #215
Duluth MN 55802

Telephone: 218-336-8752

Station Director: John Magas, Superintendent
e-mail: superintendent@isd709.org

I. Lutheran Social Service of Minnesota Foster Grandparent Program (LSS FGP) will place up to **(_16_)** Foster Grandparent(s) to serve special and exceptional needs children at the above named volunteer station.

II. The volunteer station agrees to provide the following benefits for each Foster Grandparent placed with them:

A. Provide a meal each day, if available, at the normal adult meal rate, currently **$5.05/lunch**.

B. Provide an annual contribution of **$300.00** per volunteer, to offset the cost of transportation, recognition, and other volunteer benefits.

III. The volunteer station self-certifies that it is one of the following:

☐ Public Non-Profit ☐ Private Non-Profit ☐ Proprietary Health Care Agency ☐ Governmental Agency

IV. This agreement may be amended with thirty (30) days notice for a major alteration of terms and immediately for minor changes by mutual written agreement.

V. This agreement applies to the schools listed in the attached "addendum." The listed schools are a part of ISD 709.

The signatures below signify agreement to the information contained on the front and following pages of this memorandum.

SPONSOR SIGNATURE:
Lutheran Social Service of Minnesota
Foster Grandparent Program

By: CScherer
Carolyn Scherer, Director

Date: 9/2/25

VOLUNTEER STATION SIGNATURE:
Independent School District 709

By: John Magas
(Authorized Signature)

Title: Superintendent

Date: 9/3/25

Agreement Dates Effective: July 1, 2025 to June 30, 2028

PARTNERSHIP AGREEMENT (continued)
BASIC PROVISIONS AND OBLIGATIONS

Lutheran Social Service will:

1. Provide the Volunteer Station with a Volunteer Station Site Manual.
2. Recruit, interview, select, and enroll volunteers in the program. The volunteers will meet the criteria in the AmeriCorps Seniors Foster Grandparent Program (FGP) Federal Regulations for enrollment in the program.
3. Unless otherwise specified herein, conduct and document a criminal history check for all AmeriCorps Seniors volunteers in the FGP program in accordance with the requirements established for a National Service Criminal History Check by AmeriCorp and Lutheran Social Service of Minnesota.
4. Refer FGP volunteers to the Station. Permit and encourage the Volunteer Station to screen FGP volunteers pursuant to established criteria of Volunteer Station.
5. Conduct pre-service orientation and ongoing in-service instruction for FGP volunteers.
6. Instruct FGP volunteers in proper use of volunteer timesheets, reimbursement guidance, and the AmeriCorps Seniors FGP procedures.
7. Provide identification badges for volunteers.
8. Refer any potential FGP volunteer to the volunteer station for consideration for placement. Provide orientation to volunteer station staff prior to placement of volunteers and at other times as appropriate.
9. Specify appropriate activities to be performed by the FGP volunteers in partnership with the Volunteer Station.
10. Coordinate with the volunteer station to see that volunteers meet at least bi-monthly with station or LSS staff for in-service training.
11. Arrange for appropriate FGP recognition.
12. Initiate publicity regarding the FGP Program.
13. Furnish accident, liability, and excess automobile liability insurance for enrolled volunteers as required by FGP regulation. The insurance provided by the sponsor is secondary coverage and is not primary insurance
14. Address any grievances following the Grievance Procedure as outlined in the Volunteer Station Site Manual and Volunteer Handbook.
15. Reimburse FGP volunteers for transportation costs between their home and volunteer station in accordance with LSS FGP policies and availability of funds.
16. Discuss with the Volunteer Station regarding providing meals and/or snacks, whenever possible, for volunteers on assignment.
17. Retain full responsibility for the management and fiscal control of the project.
18. Provide technical assistance and regularly visit the volunteer station to assure the program is running correctly.

The Volunteer Station will:

1. In partnership with LSS FGP staff, the station staff will develop an assignment plan for each AmeriCorps Seniors volunteer in FGP and for each child served. The sponsor's representative, and the volunteer must sign the written assignment plan that: identifies the children to be served; the role and activities of the volunteer; the expected outcomes for each child; and addresses the period of time each child should receive such services. Volunteer station staff, LSS FGP staff, and the volunteer will review the AmeriCorps Seniors volunteer's assignment as well as the impact of the assignment on the child's development.
2. Assign children with designated special or exceptional needs to each volunteer.
3. In coordination with LSS FGP staff, provide volunteers assignments which utilize their skills and training.
4. Exclude Foster Grandparents as supervising adults when calculating state-mandated adult-to-child ratios.
5. Supervise Foster Grandparents at all times while they are performing as volunteers and not leave the Foster Grandparent alone with children.
6. Provide site specific and special training (i.e. confidentiality training) to the volunteers as needed.
7. Furnish volunteers with materials required for assignment. These materials may include station uniform and/or photo I.D.
8. Assure adequate health and safety provisions for volunteers.

9. Investigate and report any accidents and injuries involving LSS FGP volunteers immediately to LSS FGP staff. All reports shall be submitted in writing within 24 hours.

10. Specify, either by written information or verbally, that LSS FGP volunteers are participants in the Volunteer Station's programming in publicity featuring such volunteers. Display an AmeriCorps Seniors placard where it may be viewed by the public.

11. **Reports:** The Station Representative shall:

    12. Timesheets: Approve a timesheet for each FGP volunteer on a monthly basis by the 2nd of the following month.

    13. Surveys: Volunteer Stations are requested to complete a short annual survey provided by LSS FGP documenting the impact of services provided by volunteers.

    14. Volunteer Performance Evaluations: For each assigned volunteer, stations are required to complete an annual performance evaluation using the template provided by the sponsor.

    15. In-Kind Documentation: Provide documentation of in-kind contribution(s) (meals, uniforms, transportation, mileage reimbursement, training expenses,) and verification to help the LSS FGP meet its federal regulation of a 10% local match. Since the value of these in-kind contributions will be counted as a part of the non-federal contribution to the AmeriCorps Seniors grant, the Volunteer Station will ensure that the contributions provided and reported to the LSS FGP are not funded with other federal resources, unless those federal resources are authorized by federal law or regulation to be applied as part of the non-federal share of a federal grant.

Other Provisions

1. **Separation from Volunteer Service:** The Volunteer Station may request the removal of an FGP volunteer at any time. An FGP volunteer may withdraw from service at the Volunteer Station or from the LSS FGP at any time. The LSS FGP staff, the Station staff, and volunteers are encouraged to communicate to resolve concerns or conflicts, or take remedial action, including, but not limited to, placement with another station.

2. **Religious/Political Activities:** The Volunteer Station will not request or assign FGP volunteers to conduct or engage in religious, sectarian, or political activities.

3. **Displacement of Employees:** Ensure that FGP volunteers serve in a volunteer capacity. AmeriCorps Seniors volunteers will not displace nor replace paid or contracted employees, relieve staff of their routine duties or infringe upon the site supervisor's supervisory role with clients.

4. **Compensation:** Neither the grantee nor any volunteer station requests or receives compensation from the beneficiaries of Foster Grandparent volunteers. Additionally, Foster Grandparents do not receive a fee for service from service recipients, their legal guardians, or members of their family, or friends.

5. **Accessibility and Reasonable Accommodation:** The Volunteer Station will maintain the programs and activities to which AmeriCorps Seniors volunteers are assigned accessible to persons with disabilities (including mobility, hearing, vision, mental, and cognitive impairments or addictions and diseases) and/or limited English language proficiency and provide reasonable accommodation to allow persons with disabilities to participate in programs and activities.

6. Comply with AmeriCorps regulations and comply with Federal and other laws, including applicable Civil Rights laws, Executive Orders, policies and regulations applicable to and concerning the program.

7. **Termination of MOU:** This MOU may be terminated at any time by either party by sending written notice of termination of the MOU to the other party. This MOU shall be reviewed at least every three (3) years by the Parties.

8. **Signatures.** By signing this MOU, the Station, through its authorized representative, self-certifies that it meets the requirements necessary to become an AmeriCorps Seniors FGP Station.

Memorandum of Understanding – Addendum

Following is a list of schools subject to the preceding Memorandum of Understanding:

Congdon Elementary
3116 East Superior Street
Duluth, MN 55812

Homecroft Elementary
4784 Howard Gnesen Road
Duluth, MN 55803

Lakewood Elementary
5207 North Tischer Road
Duluth, MN 55804

Laura MacArthur Elementary
720 North Central Ave
Duluth, MN 55807

Lester Park Elementary
5300 Glenwood Ave
Duluth, MN 55804

Lowell Elementary
2000 Rice Lake Road
Duluth, MN 55811

Myers-Wilkins Elementary
1027 North 8th Ave East
Duluth, MN 55805

Piedmont Elementary
1827 Chambersburg Ave
Duluth, MN 55811

Stowe Elementary
715 101st Ave West
Duluth, MN 55808

Class Intercom®

Issued
August 11, 2025

Expires
October 10, 2025

Class Intercom

Kyle Kardell
kyle@classintercom.com

Prepared for
Duluth Public Schools
709 Portia Johnson Drive
Duluth, MN 55811

Simone Zunich
Executive Director of Business Services
simone.zunich@isd709.org

Adelle Wellens
Communications Officer
adelle.wellens@isd709.org

Doc ID: 5ed412ddb0f91b953b1f3771d5dd5d8956a07c32

This proposal is presented to Duluth Public Schools for usage of the Class Intercom social media management platform for its district/school(s). This proposal encompasses:

- Unlimited users and system roles
- One moderated connection to Facebook, X, Instagram, LinkedIn, Threads, and Nextdoor per licensed brand
- Access to Class Intercom's content library resources
- One live training session with access to on-demand training resources
- Access to live chat, email, and phone support

Class Intercom Software

CI Software		License Price	Qty	Price
Class Intercom Platform	Includes one brand with unlimited users and six different social channel connections (Facebook, Twitter, Instagram, LinkedIn, Threads, and NextDoor)	$1,495.00 / year	1	$1,196.00 / year after 20% discount for 1 year
Additional CI Brands	Each additional Class Intercom brand includes unlimited users and six dif-	$350.00 / year	21	$5,880.00 / year after 20% discount for 1 year

Doc ID: 5ed412ddb0f91b953b1f3771d5dd5d8956a07c32

CI Software		License Price	Qty	Price
	ferent social channel connections (Facebook, Twitter, Instagram, LinkedIn, Threads, and NextDoor)			
Total				**$7,076.00**

Comments

Please let me know if you need any adjustments.

Terms and Conditions

By accepting and signing this quote, Duluth Public Schools agrees to all Class Intercom usage terms and conditions. Class Intercom services are invoiced on annual terms. An automatic renewal will be issued at the end of the term unless a cancelation notification is provided by Duluth Public Schools within 30 days of renewal. An invoice will be sent upon agreement execution with payment terms of net 30.

Quote Acceptance

The signer's identity must be verified before this quote can be signed. Find your profile below to request a verification email.

Simone Zunich
simone.zunich@isd709.org

Simone Zunich

Doc ID: 5ed412ddb0f91b953b1f3771d5dd5d8956a07c32

Dropbox Sign

Audit trail

Title	Duluth Public Schools 22 Brands
File name	redir
Document ID	5ed412ddb0f91b953b1f3771d5dd5d8956a07c32
Audit trail date format	MM / DD / YYYY
Status	Signed

This document was signed on app.hubspot.com

Document History

SENT	**08 / 21 / 2025** 15:46:47 UTC	Sent for signature to Simone Zunich (simone.zunich@isd709.org) from esign@hubspot.com IP: 54.174.52.20
VIEWED	**08 / 21 / 2025** 15:47:27 UTC	Viewed by Simone Zunich (simone.zunich@isd709.org) IP: 47.41.114.78
SIGNED	**08 / 21 / 2025** 15:48:02 UTC	Signed by Simone Zunich (simone.zunich@isd709.org) IP: 47.41.114.78
COMPLETED	**08 / 21 / 2025** 15:48:02 UTC	The document has been completed.

Duluth Entertainment
Convention Center

BAYFRONT FESTIVAL PARK
RENTAL AGREEMENT

Prepared by Park Management Company – Duluth Entertainment Convention Center
Bayfront Festival Park is a City of Duluth Park

In consideration of the fees and covenants herein expressed, the Duluth Entertainment Convention Center, Assigned Bayfront Festival Park Manager, herein called the "DECC" does hereby give permission to the following:

Organization/Company Name: Independent School District # 709
(hereinafter referred to as the "Permittee")

Address: **709 Portia Johnson Drive, Duluth, Minnesota, 55811**

Telephone: **218-336-8735**

Email: **adelle.wellens@isd709.org**

Contact Name: **Adelle Wellens**

Name of Event: **ISD709 Unity in Our Community**

To use the following specified spaces of Bayfront Festival Park on the following day(s):

Move In Day: 08/18/25 (Monday)
Event Day: 08/18/25 (Monday)
Move Out Day: 08/18/25 (Monday)

Park Hours: 6:00AM – 12:00AM
Move-In/Move-Out Hours: 8:00AM – 5:00PM
Event Time: 4:00PM – 7:00PM

Entire Bayfront Festival Park to Include:
Family Center, Public Restroom Building, Park Plaza, Park Bowl, Lois M. Paulucci Music Pavilion

Rental Fees and Deposits to be paid by Permittee are in the amounts and on the basis and terms as follows:

~~**Refundable Deposit for Bayfront Rental**~~	~~**$2,500.00**~~
Bayfront Festival Park Stage Rental	**$650.00**
Bayfront Festival Park Rental	**$1,750.00**

Total fees due with signed contract: $2,400.00 – payable to DECC
All fees must be submitted to DECC 10 days from the receipt of this contract.

Plus the Following Permits or Actions being taken by Permittee:

- *Caterers License provided to DECC for any alcohol sales or distribution at park*
- *Security plan between Permittee and Duluth Police Department when alcohol is served (#'s 11 & 20-21)*
- *Proper Garbage Service, Containers and Clean Up plan in place (#3)*
- *Proper number of Portable Toilets for size of group (#4)*
- *Tent plan approved by DECC – Event Planning Department prior to event day (#'s 6-8)*
- *Proof of event insurance provided to DECC prior to event day (#'s 13-17)*

1. PERMITTEE may sublet or rent out a reasonable amount of the VENUE to lawful and appropriate vendors, concessionaires or other business ventures ("Subletee(s)"). It shall be the responsibility of PERMITTEE to submit to the CITY evidence verifying that each Subletee possesses a valid City of Duluth Sales Tax Permit and meets all minimum St. Louis County Health Department requirements or any other requirements as may be required by any applicable laws, codes, or ordinances, in force at the time of the EVENT before allowing such Subletee access to the EVENT.

TICKETING

~~2. All ticketed events that utilize Bayfront Festival Park are subject to a $2 per ticket Bayfront Festival Park Preservation fee. These funds are specifically used for improvements to Bayfront Festival Park by the City of Duluth. At the end of the event, an audit must be provided to the DECC for all tickets sold and the $2 per ticket fee needs to be paid within 30 days of the event to the DECC.~~

MAINTENANCE AND OPERATION

3. PERMITTEE agrees that it shall be responsible for all damage caused by and arising out of the occurrence of the EVENT, whether such damage was the result of the actions or omissions of PERMITTEE, its agents or assigns, or any other person or entity. Such responsibility for damages includes, but is not limited to, set up and take down activities.

4. PERMITTEE shall provide at its expense trash collection receptacles and attendant services in sufficient quantity to maintain the VENUE in a reasonable state of cleanliness before, during, and through the conclusion of the EVENT.

Such cleanup area shall include all of Bayfront Festival Park and shall not be limited to the VENUE area. If required by the St. Louis County Health Department, PERMITTEE shall provide specialized disposal receptacles and related pick up services through a competent vendor, for the handling of liquid, oil, fatty, or other materials disposed of and requiring special and/or separate handling before, during, or after its event.

PERMITTEE shall provide, at its expense, for the separation of recyclables plastic bottles, aluminum cans and cardboard boxes that is created at these events and for its removal from the site to the appropriate collection site - as per the WLSSD Solid Waste Ordinance, Section 4.2 management of recyclable materials.

5. PERMITTEE shall provide at its expense, a sufficient quantity of portable toilet units, including one (1) handicap accessible units, complete with ongoing cleaning and servicing throughout its event to provide safe, minimum standards of sanitation and public convenience. The actual number of portable toilet units may be adjusted, at the direction of the St. Louis County Health Department, or the DECC, at any time throughout the event. The CITY shall provide to the permanent toilet building only, and at its expense, a sufficient supply of toilet paper, towels and cleaning supplies during the time of the EVENT.

6. PERMITTEE agrees that vehicular access to the VENUE shall be strictly limited to the approve roadways. PERMITTEE shall be responsible for the enforcement of this provision for all vehicles on the VENUE whether said vehicles are owned by PERMITTEE, PERMITTEE's employees, Subletees, contractors, agents of PERMITTEE, or its patrons. The DECC may order the immediate removal of any vehicle used or parked in violation of this provision. Driving in the bowl of the park is not allowed.

ALTERATIONS OR IMPROVEMENTS

7. PERMITTEE shall not drive stakes, excavate, or otherwise install any other underground apparatus into any of the grounds of Bayfront Festival Park without first providing a detailed, precise map to the DECC of all proposed underground locations at least Ten (10) days in advance of the EVENT. PERMITTEE shall not proceed with any underground actions without first securing approval from a DECC park representative and further having all underground utilities properly located by One Call or identified by the CITY prior to proceeding with said underground actions.

8. PERMITTEE shall limit the on-ground use of wires, hoses, etc. to only those areas which are not accessible to normal pedestrian traffic. In the event PERMITTEE needs to allow the installation of on-ground utilities, PERMITTEE shall first secure the permission of DECC and comply with all applicable codes and laws pertaining to said installations.

9. PERMITTEE may make temporary improvements to the grounds such as the erection of fencing, scaffolding, special platforms, water tanks, rigging, or other apparatus necessary to ensure the success of the EVENT or the safety of staff, performers, and the general public. No construction, alteration, or improvement shall begin until approved by the DECC representative, and all necessary building permits are secured. All construction or apparatus installed on said premises shall conform to any and all applicable laws or building codes governing such installations.

10. PERMITTEE agrees that prior to commencing any construction, erection, alteration, or improvement on said premises that PERMITTEE will provide the CITY with a Certificate of Insurance evidencing that all persons, whether in the direct employ of PERMITTEE or agents hired by PERMITTEE, are covered by Worker's Compensation Insurance as required by Minnesota Statutes. PERMITTEE shall submit such Certificate of Insurance at least Ten (10) days prior to the EVENT. No construction, erection, alteration, or improvement shall be commenced until such time as said Certificate of Insurance is reviewed and approved by the City Attorney.

FACILITY SUPERVISION AND SECURITY

11. PERMITTEE agrees that at all times of permitted use, the VENUE will be properly supervised by an employee or agent of PERMITTEE with sufficient empowerment and decision making authority to act on behalf of PERMITTEE.

12. PERMITTEE, shall provide, at its expense, and subject to availability, uniformed, Duluth Police Officers at or on said premises as determined by the Chief of Police, or assigned designee. The Chief of Police, or assigned designee, shall be responsible for the on-site supervision and direction of all uniformed, Police Officers, involved in the patrol, supervision, or security for the EVENT. The number of officers to be provided shall be determined by the Chief of Police, or his designee. Said number may be adjusted at any time during the EVENT to ensure the public safety. The Chief of Police or assigned designee shall notify the employee or agent of PERMITTEE prior to implementing any adjustment in the numbers of uniformed, Police Officers required to properly supervise the EVENT. Police Officers shall only be responsible for patrolling the VENUE areas open to the public. PERMITTEE shall be responsible for hiring private security for those areas from which the public is restricted.

LIMITS OF USAGE

13. PERMITTEE agrees that the VENUE shall only be used for the EVENT and related support services and for no other purpose.

INSURANCE

14. PERMITTEE shall provide Public Liability Insurance with limits not less than $1,500,000 Single Limit, and twice the limits provided when a claim arises out of the release or threatened release of a hazardous substance; shall be in a company approved by the City; and shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability.

15. The CITY of DULUTH, DEDA (Duluth Economic Development Authority), LSCA (Lake Superior Center Authority) and DECC (Duluth Entertainment Convention Center) shall be named as Additional Insured under the Public Liability Policy, or as an alternate, PERMITTEE may provide Owners-Contractors Protective policy, naming itself, the City, DEDA, LSCA and DECC. PERMITTEE shall also provide evidence of Statutory Minnesota Workers' Compensation Insurance. PERMITTEE shall provide Certificates of Insurance evidencing the required insurance coverage. The certificates shall provide 30-days notice of cancellation, non-renewal or material change provisions and shall further provide that failure to give such notice to City and DEDA will render any such change or changes in said policy or coverage ineffective as against the City and DEDA.

16. The use of an "Accord" form as a certificate of insurance shall be accompanied by two forms - 1) ISO Additional Insured Endorsement (CG-2010 pre-2004) and 2) Notice of Cancellation Endorsement (IL 7002) - or equivalent, as approved by the Duluth City Attorney's Office. Examples of such endorsements are available upon request.

17. Neither the City or DECC does not represent or guarantee that these types or limits of coverage are adequate to protect PERMITTEE's interests and liabilities.

18. If PERMITTEE conducts the sale of any product or service through any third party vendor or contractor, PERMITTEE will be required to secure product liability insurance coverage with the same limits as provided in Paragraph 13 above. If any third party vendor or contractor sells, serves, or otherwise dispenses alcoholic beverages of any kind, PERMITTEE shall provide evidence of liquor liability insurance coverage for the dispensing of such beverages in the same limits as provided in Paragraph 13 above. Evidence of such insurance coverage shall be specified in the above described Certificate of Insurance and name the CITY and DECC as additional insured.

HOLD HARMLESS

19. PERMITTEE agrees to defend, indemnify, and save harmless the CITY, DEDA, LSCA and DECC, and their officers, agents, employees and servants, from any and all liens, claims, suits, demands, liability, judgments, costs, damages and expenses, including attorney's fees, which may accrue against or be charged to or may be recovered from the CITY, DEDA, LSCA or DECC by reason of or account of or in any way related to the use, development, maintenance, set up, take down, or occupancy of the Bayfront Festival Park by PERMITTEE or its agents and/or assigns, including but not limited to EVENT attendees, in connection with the EVENT including liability for copyright violation or infringement, by any person(s) including PERMITTEE, its employees, agents, volunteers, invitees, or attendees under this agreement. Upon ten (10) days written notice, PERMITTEE will appear and defend all claims and lawsuits against the CITY, DEDA, LSCA or DECC, growing out of any action with respect to which PERMITTEE is required to indemnify the City, DEDA, LSCA or DECC. The indemnification obligations set forth herein shall not apply to a loss or claim arising out of the negligence or intentional misconduct of the City, DEDA, their officers, employees, servants or agents.

LICENSEE

20. It is agreed that this AGREEMENT is not intended nor should it be construed in any manner as creating or establishing the relationship of partners or joint ventures between the parties hereto, or creating a joint enterprise, or as constituting PERMITTEE as an agent, representative, employee, or independent contractor of the City for any purpose. PERMITTEE and its employees shall not be considered employees of the City and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of PERMITTEE'S employees or agents and arising out of employment shall in no way be the responsibility of the CITY. PERMITTEE'S employees shall not be entitled to any compensation or rights or benefits of any kind whatsoever from the CITY, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability or severance pay and PERA.

ALCOHOLIC BEVERAGES

21. Upon securing the necessary liquor licenses or permit required by the State of Minnesota and the City of Duluth, PERMITTEE or its subletee shall be permitted to sell, serve, or otherwise dispense alcoholic beverages to the extent authorized by Minnesota Statutes and Duluth City Code. Evidence of such license or permit shall be submitted to the CITY no less than ten (10) days prior to the EVENT. PERMITTEE shall also notify the Chief of Police or the Chief's designee of the identity of the alcohol vendor.

22. In addition to the number of uniformed, Duluth police officers to be provided as set forth in Paragraph 20 above. PERMITTEE shall arrange and pay for such additional uniformed, Duluth Policy Officers as required by the Chief to oversee the sale of alcoholic beverages at the VENUE. PERMITTEE agrees that at no time shall alcoholic beverages be sold, served, or dispensed at the VENUE unless the required Duluth Police Officers are present and actively overseeing same.

REPORTING

23. PERMITTEE agrees that, as provided in Minnesota Statutes 16C.05, Subdivision 5, and in order for the City to ensure that all required fees have been tendered, all PERMITTEE books, records, documents, and accounting procedures and practices are subject to examination by the CITY or the State Auditor for six (6) years from the date of execution of this Agreement. Upon twenty-four (24) hours advanced notice by the CITY, PERMITTEE shall provide all requested financial information.

WORKER'S COMPENSATION

24. PERMITTEE and all third party vendors or contractors hired or permitted by PERMITTEE shall comply with all Minnesota Worker's Compensation laws in the utilization of all employees employed at the VENUE.

TERMINATION OF OCCUPANCY

25. Upon termination of occupancy, PERMITTEE agrees to surrender possession of said premises to the DECC in as good condition and state of repair as said premises were in at the time PERMITTEE took possession, normal wear and tear excepted.

CITY ACCESS

26. The CITY reserves the right to the unlimited access at all times to the VENUE for authorized personnel and for the purposes of inspection and ensuring that the provisions of this Agreement are complied with by PERMITTEE. The DECC shall provide its employees or authorized agents, Bayfront

Festival Park all-event access passes, as needed, for access by authorized personnel. All on-duty law enforcement personnel, acting in their official capacity, shall be authorized to enter the VENUE without regard to this paragraph.

ASSIGNABILITY

27. Except as provided for in this Agreement, PERMITTEE shall not assign or transfer any of its rights or interests under this Agreement in any way whatsoever.

NO THIRD PARTY RIGHTS

28. This Agreement is to be construed and understood solely as an Agreement between the parties hereto and shall not be deemed to create any rights in any other person, except to the extent PERMITTEE is obligated to perform terms and conditions that benefit DECC. No person shall have the right to make claim that she or he is a third party beneficiary of this Agreement or of any of its terms and conditions.

AMENDMENTS

29. Any amendment to this Agreement shall be in writing, approved with the same legal formalities as required by the original agreement, and shall be executed by the same parties who executed the original Agreement or their successors in office.

CIVIL RIGHTS ASSURANCES

30. PERMITTEE, for itself and its officers, agents, servants and employees as part of the consideration under this Agreement does hereby covenant and agree to comply with all laws relating to unlawful discrimination. PERMITTEE shall provide reasonable accommodations as required by the Americans with Disabilities Act for any qualifying individual or group requesting such accommodations.

APPLICABLE LAW

31. This Agreement, together with all of 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.

COPYRIGHT

32. PERMITTEE warrants and represents that it has current, valid ASCAP, BMI and SESAC licenses (the Licenses).

TERMINATION OF AGREEMENT

33. This Agreement may be terminated by the DECC upon breach of any of the terms and conditions of this Agreement by PERMITTEE and the failure to rectify or correct any such breach within Thirty (30) days of the transmission of written notice to PERMITTEE of the breach.

GENERAL PROVISIONS

34. The rights of PERMITTEE to occupy, use, and maintain the VENUE shall continue only so long as all of the undertakings, provisions, covenants, and conditions herein contained are on its part complied with strictly and promptly.

35. PERMITTEE agrees to operate the EVENT and all activities conducted at the VENUE in strict compliance with the United States Constitution, and with the laws, rules and regulations of the United States, State of Minnesota, St. Louis County, and the City of Duluth. PERMITTEE agrees to procure, at its expense, all licenses and permits necessary for carrying out the provisions of this Agreement.

36. The waiver by the CITY or PERMITTEE of any breach of any term, covenant, or condition herein contained, shall not be deemed to be a waiver of any subsequent breach of same or any other term, covenant, or condition herein contained.

Dated this 12th day of August 2025

DULUTH ENTERTAINMENT CONVENTION CENTER

By: 8.15.25
Executive Director
Duluth Entertainment Convention Center (DECC)

By: Anthony Barker
Permittee Signature

Assistant Superintendent
Permittee Title

8/13/25
Date

zero abuse PROJECT

PROPOSAL FOR PROFESSIONAL SERVICES

DATE INITIATED: August 15, 2025

Sponsoring Organization	ISD 709 (Duluth Public Schools)
Event Title	Professional Development Training
Date and Time of Event	Tuesday, August 26, 2025, 2:00-3:15pm CDT (60 mins within that time block) - Keynote
Presenter	Alison Feigh
Presentation/Training Fee	$3000.00 plus mileage and lodging
Event Coordinator Contact Info (Name, title, organization, mailing address, phone, email) Invoicing contact and email	Event Coordinator: Annemarie Schilling, Annemarie.schilling@isd709.org, 218-336-8700x2469 Business Address: 709 Portia Johnson Dr, Duluth, MN 55811 Event Address: Denfield High School, Auditorium 44 North 44th Av W, Duluth, MN 55807 Invoicing Contact (if different):NA

DATE DUE: August 18, 2025

ZAP agrees to:

1. Provide to the conference organizer the presenter noted for the date and location noted above. ZAP reserves the right to provide an alternate presenter in the event the noted speaker is unavailable for unforeseen circumstances.

2. Submit material for handouts not less than one week prior to the presentation.

3. Provide a laptop for the presentation.

4. Adhere to invoicing conference organizer within 30 days of speaking event.

5. ZAP reserves the right to reschedule or cancel this presentation in the event of an act of war, emergency, natural disaster or for lack of capacity or capability. Training will pivot to a virtual presentation if travel is determined to be unsafe due to COVID-19 conditions by any of the following entities:

   a. The U.S. Centers for Disease Control and Prevention;
   b. The governor of any state through which the presenter is travelling;
   c. A Zero Abuse Project instituted no-travel policy.

Sponsoring Organization agrees to:

1. Payment of ZAP contracted event for the dates of presentation listed above.
    a. All applicable expenses and speaking honoraria will be invoiced to the event coordinator at the address listed above unless previous arrangements are made. **If sponsoring organization has any specific billing or expense documentation requirements including invoicing deadlines, they must be disclosed in writing as a part of this signed agreement.**
    b. One payment (for applicable presentation fee and expenses) is requested per proposal. **If more than one payment will be issued from separate parties, or if sponsoring organization will be issuing a PO, arrangements must be made in advance of event date.**
    c. If sponsoring organization has any alternate per diem, mileage, or stipend terms they must be disclosed in writing as a part of this signed agreement.
    d. Please contact Suzanne Severson (Suzanne@zeroabuseproject.org for questions regarding invoicing.

2. Reimburse ZAP for all travel expenses for the presenter, with the required receipts, including:
    a. Federal per diem rate of the event location (https://www.gsa.gov/travel/plan-book/per-diem-rates) for meals including presentation days and up to 2 travel days (receipts not required).
    b. Miscellaneous expenses such as parking and tolls with appropriate receipts
    c. Mileage at the federal per diem rate set at the time that the training occurs (currently **$0.70/ mile).**
    d. The cost of transportation to and from airports and/or hotels, including rental car, taxi or shuttle bus charges when applicable.
    e. Round-trip coach airfare and baggage fee
    f. Lodging for days of presentations and up to 2 travel days.

3. Provide a screen, LCD projector, external speakers, and microphone (lavaliere or handheld) for the presentation as needed. Wi-fi is not required.

4. Provide a 30-day cancellation notice to ZAP in the event the training is cancelled other than for an act of war or natural disaster.
    a. Cancellation notice after receipt of a signed Proposal will result in a cancellation fee of up to **$500.00** in addition to the cost of travel arrangements already booked for this specific presentation engagement.

5. It is expressly understood, intended and agreed that: (a) All parties to this Agreement shall, for all purposes, be treated as independent contractors, not as employees of any other Party to this Agreement; (b) This agreement shall not be construed or interpreted to create an employer-employee relationship between any of the Parties; (c) No Party shall be entitled to any compensation, payments or benefits other than the amounts specified in this Agreement; (d) No party shall be entitled to receive any benefits from another party, nor shall any Party be entitled to participate in any employee benefit plans now or hereafter offered by another Party or its affiliates; (e) the Event Coordinator shall prepare and send ZAP an annual Form 1099, if required, showing the total amounts paid to ZAP hereunder; and (f) each Party shall be responsible for paying all federal, state and local taxes, fees and other amounts arising from or relating to any services provided pursuant to this Agreement and the compensation relating thereto including, without limitation: (i) All income taxes, withholding taxes, self-employment taxes, and social security taxes; (ii) All sales and use taxes, if any; (iii) All license fees, permit fees and assessments; and (iv) All contributions and assessments which may be required under any applicable unemployment or worker's compensation laws.

zero abuse PROJECT

6. It is expressly understood, intended and agreed that: **OWNERSHIP OF INTELLECTUAL PROPERTY.** Sponsoring Organization acknowledges ZAP's exclusive right, title, and interest in and to the copyrights, trademarks, and registrations, and goodwill arising therefrom, used to present and promote training (the "Intellectual Property"). Sponsoring Organization has no rights in or to the Intellectual Property. Sponsoring Organization acknowledges that use of the Intellectual Property shall not create in Sponsoring Organization's favor any right, title, or interest in or to the Intellectual Property, but all uses of the Intellectual Property by Sponsoring Organization shall inure to the benefit of ZAP. Sponsoring Organization shall not contest the validity of the Intellectual Property or any rights of ZAP therein, nor shall the Sponsoring Organization in any way seek to avoid obligations hereunder because of any assertion or allegation that any of the Intellectual Property is invalid or ineffective. In connection with the use of the Intellectual Property, Sponsoring Organization shall not in any manner represent that Sponsoring Organization has any ownership in the Intellectual Property or registration thereof. Intellectual Property may not be rebroadcast, sold, copied, duplicated, disseminated, or used in any internal or external manner, or for any public, private or commercial purpose, other than for this Event. To ensure consistency and maintain integrity of the ZAP brand, Intellectual Property may not be altered without ZAP's prior written consent. Sponsoring Organization shall at no time adopt or use, without ZAP's prior written consent, any word or mark which is likely to be similar to or confusing with the trademarks. Sponsoring Organization will comply with any and all reasonable quality standards of ZAP for the Intellectual Property and will not at any time do or cause to be done any act or thing contesting or in any way defeating or impairing, or tending to defeat or impair any part of ZAP's right, title, and interest in the Intellectual Property.

7. Sponsoring Organization attests it has secured funding for these services and will submit payment within 30 days of receipt of invoice to:

   Zero Abuse Project
   366 Jackson St, Suite 300
   St. Paul, MN 55101

Signature of Event Coordinator below confirms acceptance of this proposal and the terms set forth above.

Proposal due by Friday, August 18, 2025 to secure date and the terms set forth above.

Please return signed proposal to Suzanne Severson at Suzanne@zeroabuseproject.org

Budget Code: 01 E 005 640 316 305 000 16b 709

Sponsoring Organization

Zero Abuse Project

Suzanne Severson

Event Coordinator Signature

Suzanne Severson

Professional Development Coordinator Senior Program Manager
Title

8/18/2025 August 12, 2025
Date Date

Anthony Bo[illegible] 8/25/25

Simone Zunich 8/25/25

zero abuse PROJECT

PROPOSAL FOR PROFESSIONAL SERVICES

DATE INITIATED: August 15, 2025

Sponsoring Organization	ISD 709 (Duluth Public Schools)
Event Title	Professional Development Training
Date and Time of Event	1) Monday, August 25. 2025, 12:00-3:00pm – *Essentials of Adverse Childhood Experiences – Parts 1 & 2* 2) Tuesday, August 26, 2025, 12:15-2:00pm CDT– *Essentials of Adverse Childhood Experiences – Part 1*
Presenter	Caitie Dahl
Presentation/Training Fee	**TOTAL: $5200.00 plus mileage** ($2600 per half or partial day training)
Event Coordinator Contact Info (Name, title, organization, mailing address, phone, email) Invoicing contact and email	Event Coordinator: Annemarie Schilling, Annemarie.schilling@isd709.org, 218-336-8700x2469 Business Address: 709 Portia Johnson Dr, Duluth, MN 55811 Event Address: Denfield High School, Auditorium 44 North 44th Av W, Duluth, MN 55807 Invoicing Contact (if different):NA

DATE DUE: August 18, 2025

ZAP agrees to:

1. Provide to the conference organizer the presenter noted for the date and location noted above. ZAP reserves the right to provide an alternate presenter in the event the noted speaker is unavailable for unforeseen circumstances.

2. Submit material for handouts not less than one week prior to the presentation.

3. Provide a laptop for the presentation.

4. Adhere to invoicing conference organizer within 30 days of speaking event.

5. ZAP reserves the right to reschedule or cancel this presentation in the event of an act of war, emergency, natural disaster or for lack of capacity or capability. Training will pivot to a virtual presentation if travel is determined to be unsafe due to COVID-19 conditions by any of the following entities:

   a. The U.S. Centers for Disease Control and Prevention;
   b. The governor of any state through which the presenter is travelling;
   c. A Zero Abuse Project instituted no-travel policy.

Sponsoring Organization agrees to:

1. Payment of ZAP contracted event for the dates of presentation listed above.
    a. All applicable expenses and speaking honoraria will be invoiced to the event coordinator at the address listed above unless previous arrangements are made. **If sponsoring organization has any specific billing or expense documentation requirements including invoicing deadlines, they must be disclosed in writing as a part of this signed agreement.**
    b. One payment (for applicable presentation fee and expenses) is requested per proposal. **If more than one payment will be issued from separate parties, or if sponsoring organization will be issuing a PO, arrangements must be made in advance of event date.**
    c. If sponsoring organization has any alternate per diem, mileage, or stipend terms they must be disclosed in writing as a part of this signed agreement.
    d. Please contact Suzanne Severson (Suzanne@zeroabuseproject.org for questions regarding invoicing.

2. Reimburse ZAP for all travel expenses for the presenter, with the required receipts, including:
    a. Federal per diem rate of the event location (https://www.gsa.gov/travel/plan-book/per-diem-rates) for meals including presentation days and up to 2 travel days (receipts not required).
    b. Miscellaneous expenses such as parking and tolls with appropriate receipts
    c. Mileage at the federal per diem rate set at the time that the training occurs (currently **$0.70/ mile).**
    d. The cost of transportation to and from airports and/or hotels, including rental car, taxi or shuttle bus charges when applicable.
    e. Round-trip coach airfare and baggage fee
    f. Lodging for days of presentations and up to 2 travel days.

3. Provide a screen, LCD projector, external speakers, and microphone (lavaliere or handheld) for the presentation as needed. Wi-fi is not required.

4. Provide a 30-day cancellation notice to ZAP in the event the training is cancelled other than for an act of war or natural disaster.
    a. Cancellation notice after receipt of a signed Proposal will result in a cancellation fee of up to **$500.00** in addition to the cost of travel arrangements already booked for this specific presentation engagement.

5. It is expressly understood, intended and agreed that: (a) All parties to this Agreement shall, for all purposes, be treated as independent contractors, not as employees of any other Party to this Agreement; (b) This agreement shall not be construed or interpreted to create an employer-employee relationship between any of the Parties; (c) No Party shall be entitled to any compensation, payments or benefits other than the amounts specified in this Agreement; (d) No party shall be entitled to receive any benefits from another party, nor shall any Party be entitled to participate in any employee benefit plans now or hereafter offered by another Party or its affiliates; (e) the Event Coordinator shall prepare and send ZAP an annual Form 1099, if required, showing the total amounts paid to ZAP hereunder; and (f) each Party shall be responsible for paying all federal, state and local taxes, fees and other amounts arising from or relating to any services provided pursuant to this Agreement and the compensation relating thereto including, without limitation: (i) All income taxes, withholding taxes, self-employment taxes, and social security taxes; (ii) All sales and use taxes, if any; (iii) All license fees, permit fees

and assessments; and (iv) All contributions and assessments which may be required under any applicable unemployment or worker's compensation laws.

6. It is expressly understood, intended and agreed that: **OWNERSHIP OF INTELLECTUAL PROPERTY.** Sponsoring Organization acknowledges ZAP's exclusive right, title, and interest in and to the copyrights, trademarks, and registrations, and goodwill arising therefrom, used to present and promote training (the "Intellectual Property"). Sponsoring Organization has no rights in or to the Intellectual Property. Sponsoring Organization acknowledges that use of the Intellectual Property shall not create in Sponsoring Organization's favor any right, title, or interest in or to the Intellectual Property, but all uses of the Intellectual Property by Sponsoring Organization shall inure to the benefit of ZAP. Sponsoring Organization shall not contest the validity of the Intellectual Property or any rights of ZAP therein, nor shall the Sponsoring Organization in any way seek to avoid obligations hereunder because of any assertion or allegation that any of the Intellectual Property is invalid or ineffective. In connection with the use of the Intellectual Property, Sponsoring Organization shall not in any manner represent that Sponsoring Organization has any ownership in the Intellectual Property or registration thereof. Intellectual Property may not be rebroadcast, sold, copied, duplicated, disseminated, or used in any internal or external manner, or for any public, private or commercial purpose, other than for this Event. To ensure consistency and maintain integrity of the ZAP brand, Intellectual Property may not be altered without ZAP's prior written consent. Sponsoring Organization shall at no time adopt or use, without ZAP's prior written consent, any word or mark which is likely to be similar to or confusing with the trademarks. Sponsoring Organization will comply with any and all reasonable quality standards of ZAP for the Intellectual Property and will not at any time do or cause to be done any act or thing contesting or in any way defeating or impairing, or tending to defeat or impair any part of ZAP's right, title, and interest in the Intellectual Property.

7. Sponsoring Organization attests it has secured funding for these services and will submit payment within 30 days of receipt of invoice to:

   Zero Abuse Project
   366 Jackson St, Suite 300
   St. Paul, MN 55101

Signature of Event Coordinator below confirms acceptance of this proposal and the terms set forth above.

Proposal due by Friday, August 18, 2025 to secure date and the terms set forth above.

Please return signed proposal to Suzanne Severson at Suzanne@zeroabuseproject.org

Budget Code: 01 E 005 640 316305 000
ISD 709

Sponsoring Organization

Zero Abuse Project

Event Coordinator Signature

Suzanne Severson

Professional Development Coordinator

Title

Senior Program Manager

8/18/2025

Date

August 15, 2025

Date

8/25/25

8/25/25

AGREEMENT

THIS AGREEMENT, made and entered into this 08/18/2025 by and between Independent School District #709, a public corporation, hereinafter called District, and National Audio Visual Company, 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 on 08/21/2025 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**.
National Audio Visual Company will provide a range of audio and visual services for Professional Development dates. Those dates are: August 27, 2025, November 3, 2025, December 8, 2025, January 16, 2026, March 2, 2026 and May 4, 2026.

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 not to exceed $2500 for each of the identified Professional Development Dates.

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: Annemarie Schilling , 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 National Audio Visual Company, attn: Scott Yost, 504 East 4th Street, Duluth, MN 55805

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 _____ Date _____

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	640	316	305	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

A Simone Zurich 8.25.25

CFO / Superintendent of Schools / Board Chair Date

8/25/25

Anthony Dr L

AGREEMENT

THIS AGREEMENT, made and entered into this 07/29/2025 by and between Independent School District #709, a public corporation, hereinafter called District, and Dr. David Edmund 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 on 08/26/2025 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**.
Dr. David Edmund will provide a presentation on Music Education from 1:30-3:00pm, 08/25/2025 at Denfeld High School.

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 a sum of $200.

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: Annemarie Schilling , 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 St. Louis County attn: Dr. David Edmund, 2002 Stanford Ave, Duluth, MN 55811

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed

by their duly authorized officers as of the day and year first above written.

David Edmund [redacted] 7-29-2025

Contractor Signature SSN/Tax ID Number Date

6.20.2025

Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	640	316	305	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

8.25.25

CFO / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 08/06/2025 by and between Independent School District #709, a public corporation, hereinafter called District, and Dr. Daniel Ninham an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service**.
This Agreement shall be deemed to be effective on 05/27/2025 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**.
Dr. Dan Ninham will provide a presentation on Indigenous Games from 8:00-9:45am and Indigenous Games from 12:45-3:15pm 08/25/2025 at Denfeld High School.

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 a sum of $1500.

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: Annemarie Schilling , 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 Dr. Dan Ninham, PO Box 652, Red Lake, MN 56671

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

[see attached]

Contractor Signature SSN/Tax ID Number Date

[signature] 8/21/25

Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	640	316	305	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

[signature] 8.25.25

CFO / Superintendent of Schools / Board Chair Date

[redacted] 8-11-25

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 CFO for review and approval.

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	640	316	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

Brianne Zmich 8.25.25

CFO / Superintendent of Schools / Board Chair Date

STATE OF MINNESOTA

MINNESOTA STATE COLLEGES AND UNIVERSITIES

CONCURRENT ENROLLMENT CONTRACT

2025-2026

This contract is by and between ***Duluth Public Schools, 709 Portia Johnson Drive; Duluth MN 55811*** (hereinafter DISTRICT) and the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf **of *Lake Superior College, 2101 Trinity Road, Duluth, MN 55811*** (hereinafter MINNESOTA STATE).

WHEREAS, the DISTRICT has a need for a specific service; and

WHEREAS, MINNESOTA STATE, is empowered to enter into contracts pursuant to Minnesota Statutes, Chapter 136F; and

WHEREAS, The Concurrent Enrollment or College in the Schools (CITS) program is available as part of the Post-Secondary Enrollment Option program in accordance with Minn. Stat. § 124D.09 and Minnesota State Board Policy 3.5 which governs the implementation of the Post-Secondary Enrollment Options program by system colleges and universities. Concurrent Enrollment allows high school students to earn both high school and college credit for classes offered through a high school and taught by a high school teacher; and.

NOW, THEREFORE, it is agreed:

1. DUTIES OF MINNESOTA STATE. The MINNESOTA STATE agrees to provide the following:
   Lake Superior College (LSC) CITS Staff shall:
   - Lake Superior College will work cooperatively and in partnership with high school personnel and students to process registrations, validate course competencies, and transcribe grades.
   - Adhere to all Minnesota State, Higher Learning Commission (HLC), and National Alliance of Concurrent Enrollment Partnerships (NACEP) policies and standards.
   - Complete credential review process of high school instructors according to guidelines from Minnesota State Colleges and Universities Policy 3.32 found on the MinnState website: https://www.minnstate.edu/system/asa/academicaffairs/cfc/
   - Communicate student eligibility requirements to the school district.
   - Process CITS registrations and send class lists to high school as soon as the registrations are complete.
   - Adjust records for student in accordance with add/drop and withdrawal policies.
   - Maintain registration, waiver, and grade records for all completed CITS classes.
   - Work with each high school to ensure that CITS class lists are correct and that all grades are submitted and transcripted.
   - Provide to CITS students and partners access to online information to include information on LSC's student conduct code, academic and student support services, registration policies, transcript requests, and more.

   Lake Superior College Instructor Mentors shall:
   - Collaborate with the high school CITS instructor to clarify approved college course outline and outcomes, to create a syllabus for each course, and to verify the syllabus meets college criteria.
   - Extend invitations to CITS teachers to participate in appropriate campus-based faculty development activities.

- Meet regularly (face-to-face, email, telephone or via other technology) with high school CITS instructor and monitor assignments, exams, projects, and instructional effectiveness to ensure course meets the learning outcomes in the LSC course outline.
- Make at least one visit per course if requested by the high school instructor.
- Provide current college text information, course outlines, sample syllabi, sample exams, assignments, and exercises for the high school CITS teacher's use.
- Provide instructors who have taught the course previously with copies of new course outlines, new calendars, schedules, or other information as courses change.
- Create records of site visits and course evaluations per NACEP accreditation requirements.
- Support CITS instructors, giving additional time and attention to instructors new to the program.

2. DUTIES OF DISTRICT. The DISTRICT agrees to provide the following:

High School Instructors, Administrators, and Staff shall:

- Ensure students meet minimum CITS eligibility requirements as stated in Lake Superior College policy 3.5: https://www.lsc.edu/policies/3-5-post-secondary-enrollment-option/
- Provide qualified faculty to teach concurrent courses at the high school.
- Provide all needed books, supplies and materials for each course.
- Abide by the policies and procedures (e.g. add/drop, withdraw, course alignment) detailed in the CITS handbooks available at https://www.lsc.edu/become-a-student/college-in-the-schools/college-in-the-schools-handbooks/.
- Notify parents/students of CITS course offerings and student eligibility.
- To the extent possible, provide counseling services to students and their parents/guardian before students enroll in CITS courses to ensure awareness of risks and possible consequences of enrollment.
- Collaborate with LSC staff to administer Accuplacer test to potential CITS students and/or provide relevant test scores or GPA to assure compliance with PSEO eligibility requirements.
- Ensure completion of LSC registration forms and verify class rosters.
- Assign final, whole letter grades to each student on the class rosters provided by LSC's CITS staff and share grades with LSC CITS staff for recording.
- Meet regularly (face-to-face, email, telephone or via other technology) with LSC faculty mentor.
- Collaborate with LSC faculty to align course syllabi, assignments, grading, and assessments and ensure each course meets the LSC learning outcomes.
- Provide LSC CITS staff with a copy of each course's syllabus for transfer purposes.
- Assist LSC staff in administering course evaluations for each CITS course in keeping with NACEP accreditation requirements.
- Participate in professional development opportunities offered by LSC in keeping with NACEP accreditation requirements.

3. CONSIDERATION AND TERMS OF PAYMENT.

a. Consideration for all services performed and goods or materials supplied by MINNESOTA STATE pursuant to this contract shall be paid by the DISTRICT as follows: The DISTRICT shall pay Three thousand and 00/100 dollars ($3,000.00) per course per teacher. If one teacher teaches multiple sections, it is one fee; if more than one teacher is assigned to separate sections of the same course, there is an additional fee to be paid by the DISTRICT of Three thousand and 00/100 dollars ($3,000.00) per teacher. The billing date for courses is October 30, 2025 with payment by the DISTRICT due 30 days later. (See attachment A for course and cost details).
There is no cost to the student.

b. Terms of Payment. LAKE SUPERIOR COLLEGE will bill for courses by October 31, 2025 with payment by DISTRICT due 30 days later.

4. TERM OF CONTRACT. This contract shall be effective on ***July 1, 2025*, or upon the date that the final required signature is obtained by MINNESOTA STATE,** whichever occurs later, and shall remain in effect until ***June 30, 2026*** or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first.

5. CANCELLATION. This contract may be canceled by the DISTRICT or MINNESOTA STATE at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the MINNESOTA STATE shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

6. AUTHORIZED REPRESENTATIVES.

   a. The DISTRICT'S Authorized Representative for the purposes of administration of this contract is:

Name:	Jennifer Larva
Title:	Director of Curriculum and Instruction
Address:	215 N 1st Avenue East; Duluth MN 55802
Telephone:	218-336-8700 x 1007
E-Mail:	jennifer.larva@isd709.org

   b. MINNESOTA STATE 'S Authorized Representative for the purposes of administration of this contract is:

Name:	Stephanie Wainionpaa
Title:	College in the Schools Director
Address:	2101 Trinity Road, Duluth MN 55811
Telephone:	218-733-5916
E-Mail:	stephanie.wainionpaa@lsc.edu

   Each authorized representative shall have final authority for acceptance of services of the other party and shall have responsibility to ensure that all payments due to the other party are paid pursuant to the terms of this contract.

7. ASSIGNMENT. Neither the DISTRICT nor MINNESOTA STATE shall assign or transfer any rights or obligations under this contract without the prior written approval of the other party.

8. LIABILITY. Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The STATE's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes sections 3.732 and 3.736, et seq., and other applicable law.

9. AMERICANS WITH DISABILITIES ACT COMPLIANCE (hereinafter "ADA"). The DISTRICT is responsible for complying with the Americans with Disabilities Act, 42 U. S. C. 12101, et. seq. and regulations promulgated pursuant to it. MINNESOTA STATE IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.

10. AMENDMENTS. Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract or their successors in office.

11. GOVERNMENT DATA PRACTICES ACT. The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The DISTRICT and MINNESOTA STATE must comply with the Minnesota

Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MINNESOTA STATE in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the DISTRICT in accordance with this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the DISTRICT or MINNESOTA STATE. In the event the DISTRICT receives a request to release the data referred to in this clause, the DISTRICT must immediately notify MINNESOTA STATE. MINNESOTA STATE will give the DISTRICT instructions concerning the release of the data to the requesting party before the data is released.

The parties additionally acknowledge that the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and 34 C.F.R. 99, apply to the use and disclosure of education records that are created or maintained under this agreement.

12. JURISDICTION AND VENUE. This contract shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or the breach thereof, shall be located only in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

13. STATE AUDITS. The books, records, documents, and accounting procedures and practices of the DISTRICT relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor.

14. FORCE MAJEURE. No party to this Contract shall be responsible for any delays or failure to perform any obligation under this Contract due to acts of God, strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure the parties' duty to perform obligations shall be suspended.

15. OTHER PROVISIONS. (Attach additional page(s) if necessary): NONE.

The rest of this page intentionally left blank. Signature page to follow.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

1. **MINNESOTA STATE COLLEGES AND UNIVERSITIES**

   Lake Superior College

By (authorized signature)
Title
Date

2. **DISTRICT certifies that the appropriate person(s) have executed the contract on behalf of DISTRICT as required by applicable articles, by-laws, resolutions, or ordinances.**

By (authorized signature) Simone Zunich
Title Exec. Dir. Finance
Date 9.2.25

By (authorized signature) Jennifer Jarva
Title Director of Secondary Education
Date 8/29/25

3. **AS TO FORM AND EXECUTION: Lake Superior College**

By (authorized college/university/system office initiating agreement)
Title
Date

Attachment A - 2025-2026 LSC CITS COURSES **Cost: $36,000.00**

The following 12 courses will be covered under this Concurrent Enrollment agreement:

(1)AEO	MATH 1150	Pre-Calculus	4	Jenny Ahern	AY
(2) Denfeld	ALTH 1400	Introduction to Allied Health	2	Tracey Holecek	Fall
(3) Denfeld	ALTH 1410	Medical Terminology	1	Tracey Holecek	Fall
(4) Denfeld	BIOL 1005**	Intro to Cell Biology	1	Andrew Nissen	AY
Denfeld	BIOL 1140**	Human Anatomy & Physiology I	4	Andrew Nissen	AY
(5) Denfeld	NUNA 1400	Nursing Assistant	3	Tracey Holecek	Spring
(6) East	ALTH 1400	Introduction to Allied Health	2	Kimberly Olson	Fall
(7) East	ALTH 1410	Medical Terminology	1	Kimberly Olson	Fall
(8) East	ART 1138	Ceramics I	3	James Carlson	Spring
(9) East	BIOL 1005**	Introduction to Cell Biology	1	James Kyes	AY
East	BIOL 1140**	Human Anatomy & Physiology I	4	James Kyes	AY
(10) East	Math 1150	Pre-Calculus	4	Bill Garnett	AY
(11) East	Math 1150	Pre-Calculus	4	Christy Fisher	AY
(12) East	NUNA 1400	Nursing Assistant	3	Kimberly Olson	Spring

** Indicates courses at are considered one course for one fee

Duluth Public Schools

District Name	Duluth Public Schools
District Number	#709
District Contact	Darcy Motschenbacher
District Contact Email	darcy.motschenbacher@isd709.org
AEO CITS Contact	Paula Williams
AEO CITS Contact Email	paula.williams@isd709.org
AEO Principal	Nathan Glockle
AEO Principal Email	Nathan.glockle@isd709.org
East CITS Contact	Jamie Savre

East CITS Contact Email	Jamie.savre@isd709.org
East Principal	Kelly Flohaug
East Principal Email	kelly.flohaug@isd709.org
Denfeld CITS Contact	Leah Hamm-Digatono
Denfeld CITS Contact Email	leah.hamm-digatono@isd709.org
Denfeld Principal	Tom Tusken
Denfeld Principal Email	Thomas.tusken@isd709.org
Curriculum & Instruction	Jennifer Larva
Curriculum & Instruction Email	jennifer.larva@isd709.org
Superintendent	John Magas
Superintendent Email	superintendent@isd709.org

Docusign Envelope ID: 450C797D-EEA1-4C75-9E19-2765F9DA38EF

Prepared for **Duluth Public Schools** August 25, 2025

Response to request Proposal: **vCISO - Strategy and Planning Services**

Objective: The objective of the vCISO fractional services is to provide strategic guidance for the information security programs of Duluth Public Schools.

Security Strategy and Roadmap: IT Audit Labs in partnership with Duluth Public Schools will cover the following monthly topics:

August 2025	St Paul Breach / Risk Management
September 2025	Quantum Computing
October 2025	Tabletop Exercise
November 2025	Tabletop Debrief, Risk Management
December 2025	Deep Dive Topic – AI
January 2026	Non-IT Tabletop
February 2026	Tabletop Debrief, Planning for next Tabletop
March 2026	BCP/Disaster Planning Walk Through
April 2026	Technical Topic
May 2026	Planning for large Tabletop
June 2026	Tabletop
July 2026	Debrief, Remediation

Consulting Services Contract:

Retainer:

Monthly Billing	$1,500
Number of Months	12
Total Cost of Project	$18,000

IT Audit Labs will provide up to 3 hours of remote IT Security leadership per month. IT Audit Labs will bill a minimum of a $1,500 monthly retainer under this agreement. Monthly unused hours will not be credited. Additional vCISO hours are available at $500.00/hour.

Docusign Envelope ID: 450C797D-EEA1-4C75-9E19-2765F9DA38EF

Additional Service Rates:

Services rendered by IT Audit Labs shall be conducted on a Time and Materials basis or fixed fee depending on the project or needs. 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 below.

The rate for additional Time and Material services will be between $250 and $500 per hour, depending on the complexity and scope of the services requested.

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 – 6pm, CST, Monday – Friday, excluding holidays observed by IT Audit Labs.

Contract Agreement:

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.

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.

Invoice/Billing Terms

- All invoices will be in U.S. Dollars (USD), and payable per the terms established in the Agreement. Invoicing will be billed monthly for term of the agreement. Purchase Order to IT Audit Labs should reflect the 1-year agreement for $18,000.
- 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

- 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.
- Either party reserves the right to cancel this agreement at any time with thirty (30) days' prior written notice. Upon cancellation, both parties shall fulfill any outstanding obligations and settle any outstanding payments or fees.

IT Audit Labs:

Signed by:
By: Kelly Venzke
DB78D0B7629D401...

Title: Director, Business Operations

Date: 8/26/2025

Customer:

By: Simone Zunich

Title: Director, Business Services

Date: 8/28/25

Agreement

THIS AGREEMENT, made and entered into this 1st day of September 2025, by and between By Independent School District #709, a public corporation, hereinafter called District, and First Witness Child Advocacy 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 September 1, 2025 and shall remain in effect until July 30th, 2026, 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.** FirstWitness will provide Child Sexual Abuse Prevention information to both teachers/staff, parents and children of Duluth Public School elementary and ECFE sites upon request.

3. **Background Check.** Not applicable

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

$5,000.00 (five thousand dollars and no cents) in total in supporting up to 5 elementaries per year. This includes classroom instruction to all general education classes, 1 parent/caregiver training meeting, 1 staff training meeting per site, and 1 social worker training district wide.

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: Todd McGowan, 709 Portia Johnson Dr, 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 First Witness, 1402 E 2nd St, Duluth, MN 55805

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.

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 CFO for review and approval.

This contract is funded by either:

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

Please check the appropriate line below:

XXX 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	030	000	305	042
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

Executive Director of Finance & Business Services — Date 9.2.25

No Cost Contracts Signed
August 2025

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
Duluth Children's Museum	Early Childhood	ECFE staff will be gathering with pregnant and parenting teens and their families to offer ECFE and parenting education information, resources and support at the Duluth Children's Museum
Salvation Army	Early Childhood	ECFE parent educator will attend parent group in collaboration with Salvation Army staff once per week during the school year to provide home visits to families as needed/requested
Women's Care Center	Early Childhood	ECFE staff will work with families throughout the school year to offer ECFE and parenting education information, resources and support at the Women's Care Center
Life House	Early Childhood	ECFE parent educator will attend parent group in collaboration with Life House staff once per week during the school year
Safe Haven Shelter	Early Childhood	ECFE staff will be gathering with pregnant and parenting teens and their families to offer ECFE and parenting education information, resources and support at the Safe Haven Shelter
Men as Peacemakers (MAP)	Mental Health, SEB, MTSS Coordinator	MAP will provide on site services for staff and students throughout the 2025-26 school year
Emerson College	Special Services	Speech student teaching opportunity with Duluth Public Schools staff member Jack King
Minnesota State High School League and Region 7AA	Denfeld HS	2025-26 regional tournament agreement
Minnesota State High School League and Region 7AA	East HS	2025-26 regional tournament agreement

AGREEMENT

THIS AGREEMENT, made and entered into this 30 day of July, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Duluth Children's Museum, 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 August 25, 2025 and shall remain in effect until June 30, 2026, 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.** Duluth Public Schools Early Childhood Family Education's (ECFE) licensed parent education and early childhood staff will be gathering with pregnant and parenting teens and their families throughout the school year to offer early childhood and parenting education information, resources and support at the Duluth Children's Museum.

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 $0 hourly and $ 0 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: Jen Jaros ECFE, 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 Duluth Children's Museum, Attn: Drew Jensen 2125 W Superior St, 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.

Drew Jensen — 41-0718361 — 8/4/2025

Contractor Signature — SSN/Tax ID Number — Date

[signature] — 8/12/2025

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

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

[signature] — 8/12/25

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

AGREEMENT

THIS AGREEMENT, made and entered into this 30 day of July, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Salvation Army, 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 August 25, 2025 and shall remain in effect until June 30, 2026, 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.** ECFE Parent Educator will attend parent group in collaboration with Salvation Army staff once per week during the school year or provide home visits to families as needed/requested, except during school breaks and dependent on staff availability.

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 $0 hourly and $ 0 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: Jen Jaros ECFE, 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 Salvation Army, Attn: Carmen Davis, 215 S 27th Ave W, 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.

Carmen Davis — 8/10/2025

Contractor Signature — SSN/Tax ID Number — Date

Carmen B Davis — 8/10/2025

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

__x___ 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 — 8/12/25 Date

AGREEMENT

THIS AGREEMENT, made and entered into this 30 day of July, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Women's Care 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: *(insert here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of August 25, 2025 and shall remain in effect until June 30, 2026, 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.** Duluth Public Schools Early Childhood Family Education (ECFE) licensed parent educator, Sarah Walker-Davis will meet every other week, when Duluth Public Schools are in session, with families throughout the school year to offer early childhood and parenting education information, resources and support. Sarah will work with Women's Care Center staff to review any need for adjustment due to the needs of the families being served.

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 $0 hourly and $ 0 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: Jen Jaros ECFE, 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 Women's Care Center, Attn: Jodie Sorvari, 103 East 1st St, Duluth, MN 55802.

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.

Deb Ellingsen 45--5168432 8/12/25

Contractor Signature SSN/Tax ID Number Date

~~DEB ELLINGSEN~~ Jennifer Javor 8/12/2025

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

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

Bonnie Zuniga 8/12/25

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

AGREEMENT

THIS AGREEMENT, made and entered into this 30 day of July, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Life House, 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 August 25, 2025 and shall remain in effect until June 30, 2026, 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.** ECFE Parent Educator will attend parent group in collaboration with Life House staff once per week during the school year, except during school breaks and dependent on staff availability.

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 $0 hourly and $ 0 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: Jen Jaros ECFE, 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 Life House Attn: Ryan Irlbeck, 102 W 1st St, Duluth, MN 55805.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature — SSN/Tax ID Number: 41-1704840 — Date: 8-21-25

Program Director — Date: 8-21-25

ECFE Coordinator — 8-27-2025

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

__x___ 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: 8.27.25

AGREEMENT

THIS AGREEMENT, made and entered into this 30 day of July, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Safe Haven Shelter, 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 August 25, 2025 and shall remain in effect until June 30, 2026, 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.** Duluth Public Schools Early Childhood Family Education (ECFE) licensed parent educator, Sarah Walker-Davis will meet every other week, when Duluth Public Schools are in session, with families throughout the school year to offer early childhood and parenting education information, resources and support. Sarah will work with Safe Haven staff to review any need for adjustment due to the needs of the families being served.

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 $0 hourly and $ 0 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: Jen Jaros ECFE, 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 Safe Haven Shelter, Attn: Ethan Powers, 414 W 1st St, Duluth, MN 55802.

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.

	41-1317462		08/18/2025
Contractor Signature	SSN/Tax ID Number		Date
			8/27/2025
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

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

	8.27.25
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair	Date

MEMORANDUM OF UNDERSTANDING

Between the MAP Division, Behavioral Health Department, and the Duluth Public School District, ISD #709

I. BACKGROUND AND INTENT

This Memorandum of Understanding (MOU) is between Men as Peacemakers (MAP) and the Duluth Public Schools, Independent School District #709 (ISD 709).

WHEREAS, the sole purpose of this MOU is to encourage cooperation between Men as Peacemakers and ISD 709, and to further detail the separate and distinct roles and responsibilities of each party;

WHEREAS, ISD 709 desires to increase the capacity of their prevention services onsite at its schools;

WHEREAS, MAP desires to locate in ISD 709 to provide prevention services for students including

THEREFORE, MAP and ISD 709 agree that it is in the best interest of Children and their families attending school in ISD 709 to enter into an understanding;

This MOU is to enable and structure the collaboration between MAP and ISD 709 in its implementation of creating educational successes for children by providing quality, culturally appropriate prevention services to students with unmet social, emotional, behavioral/mental health needs.

II. ROLES AND RESPONSIBILITIES

Roles of MAP and ISD #709

It is understood that MAP and ISD 709 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 MAP

1. Communication and Coordination with ISD 709: MAP will meet with Duluth Public Schools Administrative staff and District Wide Mental Health Coordinator to plan a system of service delivery taking into consideration both the needs of MAP and ISD 709 quarterly. MAP staff may meet 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. MAP will ensure that programming does not conflict with necessary school scheduling such as specialists and academic scheduling without administrative permission. MAP will ensure that services do not interfere with students receiving federally mandated IEP services from Special Education staff.

2. Service Delivery: MAP will develop and execute onsite programming at Lincoln Park Middle School, Denfeld High School, and the Duluth Area Learning Center, as follows:
    a. **Prevention Programming:** MAP's BEST (Be Equal Safe and Trustworthy) for Youth program is an innovative, interactive gender-based violence prevention program that engages youth (grades 6-12) as change agents in their schools and communities, using their gifts, strengths, and influence to shape their physical and social environments. BEST integrates community wisdom with evidence-based primary prevention strategies and best practices in restorative justice. BEST aims to:
        - Increase student connectedness to their communities (a CDC-identified primary protective factor against all forms of harm and violence)
        - Equip students with practical skills to co-create thriving communities through relationships/mentoring, dialogue, and strengths-based interactive activities.
    b. **Conflict Resolution Support:** MAP will provide advocacy and support to students engaged in the ISD 709's conflict resolution process with the goal of helping students working towards restorative outcomes. ISD 709 may provide training to MAP staff to participate in the conflict resolution process.

3. Additional Programming: School personnel including school social workers, teachers, counselors and administrative staff may schedule consultations or training with the MAP staff, 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. Parent Permission: MAP agrees to obtain parental permission for those students who wish to participate. ISD 709 agrees to provide a room/space as needed, facilitate relationship-building between MAP and relevant school contacts, and will engage in regular check-ins with MAP to ensure that programming is meeting student need.

5. Student Rights and Expectations: Students served by MAP programming in the Duluth Public Schools are clients of MAP and are subject to the same rights and responsibilities as clients served onsite at any MAP facility.

6. Staffing and Liability: MAP will employ and be responsible for its employees placed at ISD 709 Schools. MAP will maintain appropriate professional liability insurance.

7. Data Collection, Records, and Confidential Information: MAP will maintain attendance records for students served by MAP programming. MAP may collect and maintain deidentified student demographic information for the purposes of grant reporting. MAP will share student information with school staff when needed to best meet the needs of the student, and only after obtaining a signed written release by the student/responsible parent.

Role of ISD 709

1. Meet with MAP administrative staff to plan a system of programming delivery.

2. Mental Health Coordinator will meet with Principals and school staff to inform them of services available. The Mental Health Coordinator will work with MAP staff to develop a system to link and connect students that may be in need of conflict resolution services. The team will meet quarterly, or as requested, with MAP administration or designated staff to review the working relationship in order to address any concerns and promote an active partnership.

3. To provide MAP with a private meeting space, if needed, for programming with access to a telephone and internet connection.

4. Upon parental permission and MAP's request, MAP will be provided student schedules in order to meet with students for programming.

5. Obtain parental permission before referring students to MAP for services.

Independent Contractor

Both ISD 709 and MAP agree that they will act as an independent contractor in the performance of its duties under this MOU. Nothing contained in this MOU 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 MOU.

Accordingly, MAP shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of MAP's activities in accordance with this MOU, 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.

III. REIMBURSEMENT

There is no cost to the student for the services. ISD 709 will contribute a total of $8,000 for MAP's services. Payment will be made at the completion of the 2025-2026 school year.

IV. GENERAL TERMS

Terms. This Memorandum of Understanding will begin effective the date of 9-2-25 and will continue on an ongoing annual basis unless either party provides written notice per the Termination clause below.

Confidentiality. MAP 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 MOU or required by law. Unauthorized disclosure of confidential information shall be considered a material breach of this MOU. 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.

Ownership of Materials. MAP owns all rights to programming and materials, but grants permission to ISD 709 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 MAP has provided, prepared, or utilized in performance of the terms of this MOU.

Background Check. *(applies to contractors working independent with students)*

MAP must provide an executed criminal history. MAP is precluded from performance of contract until the results of the criminal background check(s). If the MAP has already completed background checks for their business needs, MAP stipulates that the background checks are completed, current, and on file.

MAP also stipulates that any employees with disqualifying gross misdemeanor or felony will not work independently with ISD 709 students.

Indemnity and defense of the ISD 709. MAP hereby agrees to defend, indemnify and hold the ISD 709 harmless from all claims relating to its work pursuant to this MOU.

In the event that MAP breaches its obligation to defend, indemnify and hold ISD 709 harmless, then in addition to its other damages ISD 709 shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this MOU.

Notices. All notices to be given by MAP to ISD 709 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 ISD 709 to MAP shall be deemed to have been given by depositing the same in writing in the United States Mail to MAP. All notices to be given by MAP to ISD 709 shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Todd McGowan, 709 Portia Johnson Dr, Duluth, MN 55811

All notices to be given by ISD 709 to MAP shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Men as Peacemakers, Attn: Sarah Curtiss, 123 W Superior St, Duluth, MN 55802.

Assignment. MAP shall not in any way assign or transfer any of its rights, interests or obligations under this MOU in any way whatsoever without the prior written approval of the ISD 709.

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

Governing Laws. This MOU, 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 MOU 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. MAP 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 MOU.

Conflict of Interest and Fiduciary Duty. All contractors doing business with ISD 709 agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the ISD 709's website.

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

_____ **Date:** _____

Sarah Curtiss, Executive Director, Men as Peacemakers

Simone Zunich Date: 9.2.25

Simone Zunich, Executive Director of Business Services, ISD #709

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:

XXX 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	030	000	305	042
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

EMERSON COLLEGE
CLINICAL AFFILIATION AGREEMENT

This Clinical Affiliation Agreement (including all exhibits, attachments and appendices, the "Agreement"), effective as of [09.01.2025(the "Effective Date"), is by and between Emerson College, a Massachusetts non-profit educational corporation and its agents, employees, affiliates, invitees, or representatives (collectively, "Emerson") and [DULUTH PUBLIC SCHOOLS], a [MINNESOTA INDEPENDENT SCHOOL DISTRICT], and its agents, employees, affiliates, invitees, or representatives (collectively, the "Affiliate"). Emerson and Affiliate referred herein individually as a "Party"; collectively, as the "Parties".

RECITALS

WHEREAS, Emerson desires to engage Affiliate for the purpose of providing supervised, practical learning experiences in connection with a clinical program (the "Program") to students of Emerson (each a "Student" and collectively, the "Students"); and

WHEREAS, Affiliate is willing to participate in the Program in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Purpose. Emerson hereby engages Affiliate, and Affiliate hereby accepts such engagement, to participate in the Program pursuant to the terms and conditions set forth herein. The objective of the Agreement is to help the Students learn about, and engage and exhibit as appropriate, the following:

1.1 Role and responsibilities of the Student within the practice setting.

1.2 Assessments (both formal and informal, direct and dynamic) specific to the populations in that practice setting.

1.3 Treatment approaches/techniques that are evidence-based and appropriate for the populations in that practice setting.

1.4 Patient/client/family centered education and counseling appropriate to and within that practice setting.

1.5 Related disciplines within the practice setting and working collaboratively with patients/families and other team members to ensure an optimal outcome for the client.

1.6 Clinical problem-solving across age span, disorder, and setting.

1.7 Professional and clinical oral and written communication skills appropriate to that practice setting.

1.8 Cultural competency when working with patients/clients/families in all practice settings.

1.9 Adherence to ASHA's Code of Ethics and appropriate ethical behavior.

2. Program Structure; Telehealth Program Contingency.

2.1. Emerson and Affiliate agree that in the normal course of business, the Program will be conducted on-site by the Student at the Affiliate location consistent with all ASHA guidelines.

2.2. In the event of (a) a declared emergency by the federal government or the state government in which either Emerson or Affiliate are located, (b) a continued emergency circumstance in the discretion of either Party, or (c) for the health and safety of the Student as determined by either Party (each, an "Emergency Circumstance"), Emerson or Affiliate may determine to restrict or prohibit on-site placement of the Student at Affiliate.

2.2.1. If either Party decides to restrict or prohibit on-site placement of the Student in response to an Emergency Circumstance, Emerson may request that Affiliate permit the Student to engage in the Program remotely using telecommunication technologies ("Telehealth Program").

2.2.2. If Affiliate agrees to permit a Telehealth Program, the Telehealth Program will be subject to the following terms and conditions:

2.2.2.1. The Telehealth Program will continue for the duration of the time that Emerson is prohibiting on-site placements or until Affiliate allows on-site placements, whichever is later;

2.2.2.2. The Affiliate has or will establish telecommunication capabilities to facilitate telehealth services to its clients for which Students may engage in as part of the Telehealth Program;

2.2.2.3. Any such Telehealth Program shall comply with state licensing and telehealth practice laws as well as ASHA rules (which include compliance with the Council on Academic Accreditation and Council for Clinical Certification), guidelines or recommendations for internship or clinical programs, as either may be modified from time to time in consideration of any Emergency Circumstance;

2.2.2.4. Emerson shall instruct the Student to adhere to all Telehealth Program rules and procedures of the Affiliate made known to the Student, which are necessary for Affiliate to conduct telehealth services in accordance with any applicable laws or regulations; and

2.2.2.5. Student will continue to be covered by Emerson's professional liability insurance as set forth in this Agreement for the duration of such Telehealth Program.

2.3. If Affiliate permits a Telehealth Program in accordance with Section 2.2.2, the Parties will work cooperatively in close consultation to help facilitate the Telehealth Program for the Student. Accordingly, all references to "Program" in this Agreement will mean the "Telehealth Program" as herein defined and the terms of this Agreement will continue to apply in full force and effect to any such Telehealth Program as it would to the Program, provided such terms are not inconsistent with Section 2.2.

2.4. If Affiliate does not permit a Telehealth Program in accordance with Section 2.2.2 of this Agreement, either Party may terminate the Agreement immediately upon written notice to the other Party.

2.5. Affiliate recognizes that during the time of the COVID-19 pandemic or other Emergency Circumstance, there may be increased risk to a Student, employees of Affiliate, or individuals served by Affiliate as a result of or relating to the Student's in-person placement. Nevertheless, if (i) the Parties do not restrict or prohibit on-site placement pursuant to Section 2.2.1, and (ii) Affiliate and Student agree to pursue the on-site placement, then Emerson and Student will execute appropriate waivers for the Student to participate in the on-site placement. Affiliate acknowledges that Emerson may restrict or prohibit such on-site placement and terminate the Agreement if the Student does not execute applicable waivers.

3. Responsibilities of Emerson.

3.1. Program. Emerson shall be responsible for all academic and accreditation aspects of the Program.

Emerson shall maintain custody and control of all educational records and reports relating to Students' clinical learning experience in the Program. Emerson may withdraw any Student from the Program and/or assignment with Affiliate in Emerson's sole discretion.

3.2. Policies, Rules & Regulations of Affiliate. Emerson shall instruct Students participating in the Program (and faculty members, if applicable) to abide by the applicable lawful policies, rules and regulations of Affiliate made known to them during the Program.

3.3. Insurance. Emerson shall ensure that it maintains the following insurance with an AM Best rating of A-VII or better: (a) professional liability insurance covering students, interns and professional staff members in the amount of two million dollars ($2M USD) per claim and four million dollars ($4M USD) in the aggregate, and (b) general commercial liability insurance covering personal or bodily injury and property damages in the amount of one million dollars ($1M USD) per occurrence and three million dollars ($3M USD) in the aggregate.

3.4. Vaccinations. If requested by Affiliate, Emerson shall advise Students of their obligation to provide at their own expense, evidence of vaccinations, as applicable.

3.5. Background Checks. If reasonably requested by Affiliate, Emerson shall ensure that a background investigation of Students is conducted prior to their assignment to Affiliate.

3.6. Health Insurance. If requested by Affiliate, Emerson shall ensure that each Student participating in the Program is covered by health insurance.

4. Responsibilities of Affiliate.

4.1. Program Opportunities and Activities. Affiliate shall appoint an individual to supervise each Student (the "Student Supervisor"). Affiliate shall provide to Students opportunities for suitable clinical learning experiences and supervision consistent with the Program's curriculum and objectives, and shall complete such records and reports necessary for the conduct and evaluation of Student's participation in the Program. Upon request by the Student, Affiliate shall provide the Student with documentation or other information as required for the Student's submission to applicable licensing bodies or agencies.

4.2. Emergency Care. Affiliate acknowledges Emerson's interest in ensuring its Students receive medical care during an emergency at Affiliate, and Affiliate shall make emergency medical care available to Students at Student's expense in case of accident or illness and shall promptly notify Emerson of such medical care.

4.3. Withdrawal. Affiliate reserves the right to withdraw any Student or, if applicable, a faculty member of Emerson, from the Program with Affiliate if (i) the achievement, progress, adjustment, or health of such person does not warrant continuation in the Program; or (ii) the behavior of such person fails to conform to the applicable policies, rules or regulations of Affiliate. Except in unusual circumstances, Affiliate shall make reasonable efforts to consult with Emerson before withdrawing any Student.

4.4. Insurance. Affiliate shall ensure that it maintains (i) comprehensive commercial general liability insurance for personal or bodily injury and property damages of not less than one million dollars ($1M USD) per occurrence and three million dollars ($3M USD) in the aggregate and professional liability insurance in amounts, in each case, of not less than two million dollars ($2M USD) per claim and four million dollars ($4M USD) in the aggregate; or (ii) a program of self-insurance reasonably satisfactory to Emerson, in both cases covering the employees, officers, directors, agents and representatives of Affiliate. Evidence of such insurance or self-insurance reasonably satisfactory to Emerson shall be provided to Emerson upon request. Such insurance shall not be canceled without thirty (30) days' prior written notice to Emerson.

4.5. Indemnification. Affiliate agrees to defend, indemnify and hold harmless Emerson, its corporations, trustees, officers, employees, faculty, students, representatives and agents (collectively, the

"Indemnitees") from and against any and all claims, demands, suits, settlements, damages, losses, obligations, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees and expenses (collectively, "Losses") of any kind or nature paid or incurred by, imposed on, or asserted against the Indemnitees relating to, arising out of, directly or indirectly, or in connection with Affiliate's breach of this Agreement, negligence, or willful misconduct related in any way to this this Agreement or the Program; provided that the maximum aggregate liability under this provision shall not exceed the applicable insurance coverage or benefits set forth in this Agreement.

5. Term and Termination.

5.1. The term of this Agreement ("Term") shall be one (1) year commencing on the Effective Date, and shall automatically renew for successive one (1) year terms unless earlier terminated as set forth herein.

5.2. This Agreement may be terminated at any time with or without cause by either Party upon sixty (60) days' written notice; *provided, however*, that such notice shall not impair the activities of the Students then at the Affiliate and participating in the Program.

5.3. In the event of a material breach of this Agreement by either Party, the other Party may terminate this Agreement immediately upon written notice.

5.4. Notwithstanding the on-going nature of this Agreement, Emerson is not obligated to place a Student with Affiliate, and Affiliate is not obligated to accept a placement of a Student. Both placement and acceptance are at the complete discretion of the respective Party. Each student placement will be memorialized by a Student-Supervisor Agreement signed by both the Student and the Affiliate's Student Supervisor.

6. Education Records. If Affiliate obtains student "education records" as defined by the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C § 1232g; 34 C.F.R. § 99.3), Affiliate acknowledges that Affiliate is receiving such education records as an agent of Emerson and agrees to comply with FERPA with respect to such records. This section shall survive any cancellation or termination of this Agreement.

7. Confidentiality. The Parties agree to keep all non-public information shared between them, including but not limited to personal information about Students (including background checks, if any) and FERPA "education records," strictly confidential. This section shall survive any cancellation or termination of this Agreement.

8. Status of the Parties. Each Party to this Agreement shall be considered an independent contractor and this Agreement shall not create a relationship of a joint venture, employer and employee, principal and agent and the like. In no case shall Students in the Program replace or be deemed to be employees of Affiliate. All Students participating in the Program shall be, at all times, unpaid externs of Affiliate without expectation of or entitlement to compensation or employment benefits from Affiliate, including, without limitation, workman's compensation insurance benefits.

9. No Discrimination. In connection with the Program, neither Party shall discriminate against any person on the basis of gender or sex (including pregnancy), gender identity or expression, race, color, religion or religious creed, sexual orientation, national origin, ancestry, disability or handicap, age, genetics, marital status, veteran status and any other category protected by federal or state law, including but not limited to Title IX of the Education Amendments Act of 1972.

10. Compliance with Policies. Affiliate understands that the Students in the Program are subject to and protected by Emerson policies on academics and conduct. Affiliate agrees to cooperate with Emerson's actions taken or inquiries made pursuant to policies.

11. Use of Name; Public Disclosure. Unless Emerson provides prior written approval, Affiliate may not use the name of "Emerson" or any Emerson logo or mark; disclose the terms of this Agreement externally; or

communicate with members of the media or otherwise make any public announcement regarding the Program. Notwithstanding the foregoing, Affiliate may disclose the terms of this Agreement as required by law or to comply with a regulatory, accreditation, legal or financial reporting obligation. Affiliate may disclose the terms of this Agreement to legal, tax, or financial advisors. Nothing in this paragraph prevents Affiliate from stating that Students are enrolled in Emerson's program or from publicizing Students' placement if Students agree.

12. Notices. Any notices permitted or required by this Agreement shall be in writing and deemed made on the day such notices are sent via email, delivery receipt requested, to the other Party at the address set forth below or to such other persons and address as either Party may designate in writing:

If to the Affiliate:	**Duluth Public Schools - ISD 709** 709 Portia Johnson Drive Duluth MN 55811
If to Emerson:	Emerson College 120 Boylston St. Boston, MA 02116 Attn: Melissa Spring Email: melissa.spring@emerson.edu
With a copy to:	Emerson College's Office of the General Counsel: Email: kenneth_danton@emerson.edu

13. Assignment. The Parties bind themselves and their successors, assigns, and legal representatives to the other Party to the Agreement and to the successors and assigns of such other Party with respect to all covenants of the Agreement. Affiliate shall not assign or transfer any rights or obligations of Affiliate under this Agreement without the prior written consent of Emerson.

14. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflict of law principles. The Parties agree that disputes pertaining to this Agreement must be brought in state and federal courts in the Commonwealth of Massachusetts and will not contest venue or jurisdiction in those courts.

15. Entire Agreement; Amendment; Waiver. This Agreement and the exhibits attached hereto in this Agreement set forth the entire understanding between the Parties hereto regarding the subject matter hereof and may not be amended except by an instrument in writing signed by both Parties. Neither the failure nor delay by either Party to exercise any right, remedy, power or privilege under this Agreement shall operate or be construed as a waiver thereof, nor shall any waiver with respect to any occurrence be construed as a waiver with respect to any other occurrence.

<signature page to follow>

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

EMERSON COLLEGE

By: Nydia Bou

Title: Chair, CSD Department

Name: Nydia Bou

DULUTH PUBLIC SCHOOLS

By: Simone Zunich

Title: Exec. Dir. Finance & Business Services

Name: Simone Zunich - 09.02.2025

Region 7AA Facilities Use Agreement – 2025-2026

This Agreement is entered into on 9.2.25 (Date) by and between Minnesota State High School League and Region 7AA, and Denfeld High School (Host School).

The term of this agreement is August 1, 2025 through July 31, 2026.

WHEREAS, Region conducts playoff contests in various interscholastic athletic and arts activities and Host wishes to conduct and administer such contests.

NOW, THEREFORE, in consideration for the promises contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. When applicable, Host agrees to provide reasonable and necessary facilities (the "Facilities") to conduct Region contests at a date, time, and location to be determined once sub-section/section contest sites are determined. A specific contest facilities agreement shall be executed as soon as reasonably possible after sub-section/section contests sites are determined based on the usual and customary practice regarding fees, including but not limited to information from the Region 7AA Tournament Report Form. Host is responsible to comply with all federal, state, and local laws and regulations, including those relating to public health, safety, and welfare.

2. Host understands and acknowledges that during Region contests the Facilities are to be used exclusively for Region contests and are not to be shared with other events. Host agrees to comply with all MSHSL and Region bylaws, policies, and guidelines, including but not limited to those relating to media credentials, ticket pricing, passes, program/merchandise sales, televising, videotaping, audiotaping, web streaming, and any other electronic recording. MSHSL and Region reserves and retains the exclusive rights to any and all advertising, copyright, broadcast and other similar or related rights to the contests.

3. When applicable, Region shall be responsible for obtaining and compensating game officials and the tournament director/manager for the contest.

4. Subject to Paragraph 3, Host shall provide, manage, pay, and supervise all other personnel reasonably necessary to safely and properly conduct the contest, including for illustrative purposes only, ticket sellers/takers, announcers, concession workers, statisticians, time-clock/scoreboard operators, security personnel, custodial workers, and others deemed necessary to safely and properly conduct the contest. Host shall be solely responsible for compliance with all laws and regulations regarding payment for the labor and/or services of individuals hired by Host as part of its management responsibilities, including without limitation, compliance with IRS and Minnesota Department of Revenue regulations regarding income tax, FICA and other withholdings, the issuance of tax reports, and any and all other applicable federal, state, and local laws and regulations.

5. This Agreement cannot be transferred or assigned by Host to any other party without the express written consent of the Region.

6. Host agrees to indemnify, defend and hold harmless Region and its officers, agents, employees, board members, contractors, and volunteers from and against any and all claims, damages or allegations arising from or relating to this Facilities Use Agreement except for claims that arise from the gross negligence or intentional misconduct of Region or its agents. Region agrees to indemnify, defend and hold harmless Host and its officers, agents, employees, board members, contractors, and volunteers from and against any and all claims, damages or

allegations arising from or relating to this Facilities Use Agreement except for claims that arise from the gross negligence or intentional misconduct of Host or its agents. 851

7. Region may terminate this agreement immediately at any time it reasonably determines the Facilities are not adequate, safe, or otherwise suitable for the contests. Region may terminate this agreement by written notice if Host materially breaches this Agreement and such breach has not been cured within five (5) days of written notification.

8. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements or discussions. No changes to this Agreement will be valid or enforceable unless in writing and signed by all parties. The undersigned warrants and represents that he/she is authorized to enter into this agreement for and on behalf of Host.

9. The parties understand and agree that the invalidity or partial invalidity of any portion of this Agreement shall not invalidate the remainder of it, and the remainder shall remain in full force and effect. This Agreement is to be interpreted and enforced in accordance with the laws of the State of Minnesota.

10. This agreement will terminate on **July 31, 2026**.

This agreement is signed by the member school designee acting on the authority of the local school board.

School Name Denfeld High School.

Authorized Signer Name Jerome Zuniga

Title Exec. Dir. Finance, Business Services

Date 9.2.25

MSHSL Region **7AA**

Authorized Signer Name Thomas Lenarz

Title **Executive Secretary/Treasurer**

Date 9-1-25

Region 7AA Facilities Use Agreement – 2025-2026

This Agreement is entered into on 9.2.25 (Date) by and between Minnesota State High School League and Region __7AA__, and East High School (Host School).
The term of this agreement is August 1, 2025 through July 31, 2026.

WHEREAS, Region conducts playoff contests in various interscholastic athletic and arts activities and Host wishes to conduct and administer such contests.

NOW, THEREFORE, in consideration for the promises contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. When applicable, Host agrees to provide reasonable and necessary facilities (the "Facilities") to conduct Region contests at a date, time, and location to be determined once sub-section/section contest sites are determined. A specific contest facilities agreement shall be executed as soon as reasonably possible after sub-section/section contests sites are determined based on the usual and customary practice regarding fees, including but not limited to information from the Region __7AA__Tournament Report Form. Host is responsible to comply with all federal, state, and local laws and regulations, including those relating to public health, safety, and welfare.

2. Host understands and acknowledges that during Region contests the Facilities are to be used exclusively for Region contests and are not to be shared with other events. Host agrees to comply with all MSHSL and Region bylaws, policies, and guidelines, including but not limited to those relating to media credentials, ticket pricing, passes, program/merchandise sales, televising, videotaping, audiotaping, web streaming, and any other electronic recording. MSHSL and Region reserves and retains the exclusive rights to any and all advertising, copyright, broadcast and other similar or related rights to the contests.

3. When applicable, Region shall be responsible for obtaining and compensating game officials and the tournament director/manager for the contest.

4. Subject to Paragraph 3, Host shall provide, manage, pay, and supervise all other personnel reasonably necessary to safely and properly conduct the contest, including for illustrative purposes only, ticket sellers/takers, announcers, concession workers, statisticians, time-clock/scoreboard operators, security personnel, custodial workers, and others deemed necessary to safely and properly conduct the contest. Host shall be solely responsible for compliance with all laws and regulations regarding payment for the labor and/or services of individuals hired by Host as part of its management responsibilities, including without limitation, compliance with IRS and Minnesota Department of Revenue regulations regarding income tax, FICA and other withholdings, the issuance of tax reports, and any and all other applicable federal, state, and local laws and regulations.

5. This Agreement cannot be transferred or assigned by Host to any other party without the express written consent of the Region.

6. Host agrees to indemnify, defend and hold harmless Region and its officers, agents, employees, board members, contractors, and volunteers from and against any and all claims, damages or allegations arising from or relating to this Facilities Use Agreement except for claims that arise from the gross negligence or intentional misconduct of Region or its agents. Region agrees to indemnify, defend and hold harmless Host and its officers, agents, employees, board members, contractors, and volunteers from and against any and all claims, damages or

allegations arising from or relating to this Facilities Use Agreement except for claims that arise from the gross negligence or intentional misconduct of Host or its agents. 853

7. Region may terminate this agreement immediately at any time it reasonably determines the Facilities are not adequate, safe, or otherwise suitable for the contests. Region may terminate this agreement by written notice if Host materially breaches this Agreement and such breach has not been cured within five (5) days of written notification.

8. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements or discussions. No changes to this Agreement will be valid or enforceable unless in writing and signed by all parties. The undersigned warrants and represents that he/she is authorized to enter into this agreement for and on behalf of Host.

9. The parties understand and agree that the invalidity or partial invalidity of any portion of this Agreement shall not invalidate the remainder of it, and the remainder shall remain in full force and effect. This Agreement is to be interpreted and enforced in accordance with the laws of the State of Minnesota.

10. This agreement will terminate on **July 31, 2026**.

This agreement is signed by the member school designee acting on the authority of the local school board.

School Name East High School

Authorized Signer Name Erinne Zunich

Title Exec. Dir. Finance, Business Services

Date 9.2.25

MSHSL Region **7AA**

Authorized Signer Name Thomas Lenarz

Title **Executive Secretary/Treasurer**

Date 9-1-25

Grant Applications

August 2025

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
Hospitality Minnesota Education Foundation	Adam Wisocki	Duluth East Culinary Arts	$3,500.00	These are 3 reimbursement grants in the following categories; Equipment and Supply reimbursement $1,500.00, ProStart ServSafe Certification reimbursement $1,500.00, Food reimbursement $500.00.

Change Orders Signed
August 2025

For your information, the Superintendent or the Executive Director of Business Services has signed the following no cost contracts during the above timeframe:

Contractor Name	**Contract Source**	**Description**
Design Tree	Facilities	Design Tree Engineering will provide additional engineering services for DNT ISD 709 Educational Center (+$7,500.00)
WTG Terrazzo & Tile Inc.	Facilities	Upgrade Polish Level & Seal (+9,450.00)
WTG Terrazzo & Tile Inc.	Facilities	Owner Supplies Seal (-$750.00)
Superior Masonry Inc.	Facilities	Order new metal decking to space the gap under concrete at EHS. The existing decking was too weak and deteriorated. (+$1,200.00)

August 10, 2025

Bryan Brown – Facilities Manager
Duluth Public School District 709
Via email: bryan.brown@isd709.org

RE: Duluth News Tribune Building Renovation – Structural Additional Services Proposal

Dear Mr. Brown:

Thank you for the continued opportunity to work with you on the Duluth News Tribune Building Renovation into a new ISD 709 Education Center. We would like to request additional services related to the project based on additional structural engineering scope of work to evaluate the structural impact on proposed re-roofing of the entire existing roof (multiple buildings) for the subject project. This work represents an additional structural scope as no changes to typical roof framing were anticipated until the Owner elected to re-roof the building(s). Our scope of work includes the following:

- Site visit on 6/18/2025 to observe and document existing structural roof framing conditions and member sizes
- Evaluate existing roof structural members to verify capacity for support of existing and proposed new dead loads, code-required live (snow) loads and new (or relocated) mechanical equipment loads.
- Modify structural roof framing plans to document existing conditions and identify areas that currently require reinforcing.
- Identify areas within the existing roof framing that the contractor must conduct additional field observations to confirm assumptions. Additional reinforcing resulting from these observations should not be ruled out.
- Design and detail new roof openings and existing roof infills resulting from MEP and roofing changes.
- Design and detail new reinforcing as required to accommodate new loads; we do not anticipate a second phase of work to address required reinforcing, as the scope of work is currently minimized.
- Construction administration phase work associated with these tasks.

Fees for Proposed Services

Design Tree Engineering will provide additional engineering services as listed below for the lump sum fee:

Professional Engineering Services

Added Structural scope:	*$7,500.00*
Total Lump Sum Fee:	**$7,500.00**

Project Schedule

1. The anticipated project schedule will have final CD documents available for bidding by August 6, 2025.

If you have any questions or see a need for modifying the above services, please feel free to contact our office. When you find this proposal is acceptable, please sign and date the space below and return to our office.

Sincerely,

DESIGN TREE ENGINEERING & LAND SURVEYING

Paul E. Quirin, P.E.
Mechanical Team Leader
Phone: 763-270-6304
Email: **peq@DTE-LS.com**

Acceptance of Proposal:
The total proposed fee amount of $7,500.00 is accepted and I hereby authorize Design Tree Engineering to proceed with the proposed work contained in this proposal.

Signature

Facilities Manager — 8/11/2025
Title — Date

WTG Terrazzo & Tile Inc.

PCCO #001

858

Project: 1-25-0029 - Denfeld High School
401 N. 44th Street
Duluth, Minnesota 55807

Prime Contract Change Order #001: CE #001 - 800grit 3M Trizact Polish Level & Seal

TO:	**Independent School District #709 Duluth Public Schools** 709 Portia Johnson Drive Duluth, Minnesota 55811	**FROM:**	**WTG Terrazzo & Tile, Inc.** 12100 Riverwood Drive Burnsville, Minnesota 55337-1545
DATE CREATED:	8/18/2025	**CREATED BY:**	Tony Grazzini **(WTG Terrazzo & Tile, Inc.)**
CONTRACT STATUS:	Approved	**REVISION:**	0
REQUEST RECEIVED FROM:	Jeremy DeGraef	**LOCATION:**	
DESIGNATED REVIEWER:	Tony Grazzini **(WTG Terrazzo & Tile, Inc.)**	**REVIEWED BY:**	
DUE DATE:	08/22/2025	**REVIEW DATE:**	08/19/2025
INVOICED DATE:		**PAID DATE:**	
REFERENCE:		**CHANGE REASON:**	Client Request
PAID IN FULL:	No	**EXECUTED:**	No
ACCOUNTING METHOD:	Amount Based	**SCHEDULE IMPACT:**	1 day
SIGNED CHANGE ORDER RECEIVED DATE:		**REVISED SUBSTANTIAL COMPLETION DATE:**	
FIELD CHANGE:	No	**CONTRACT FOR:**	1:Terrazzo Repair & Refinishing
		TOTAL AMOUNT:	$9,450.00

DESCRIPTION:
CE #001 - 800grit 3M Trizact Polish Level & Seal
To upgrade the terrazzo finish on the "refinishing" to an 800-grit polish level with three (3) coats of 3M Scotchguard Stone Protector Seal and burnishing, in lieu of the 400-grit polish level & water-based acrylic seal originally quoted.

ATTACHMENTS:

CHANGE ORDER LINE ITEMS:

#	Budget Code	Description	Amount
1		Upgrade Polish Level & Seal (800grit & 3M Scotchguard)	$9,450.00
		Grand Total:	**$9,450.00**

The original (Contract Sum)	$76,410.00
Net change by previously authorized Change Orders	$0.00
The contract sum prior to this Change Order was	$76,410.00
The contract sum will be increased by this Change Order in the amount of	$9,450.00
The new contract sum including this Change Order will be	$85,860.00
The contract time will be increased by this Change Order by 1 day.	

Independent School District #709 Duluth Public Schools		**WTG Terrazzo & Tile, Inc.**
709 Portia Johnson Drive		12100 Riverwood Drive
Duluth, Minnesota 55811		Burnsville, Minnesota 55337-1545
	8/19/2025	
SIGNATURE **DATE**	**SIGNATURE** **DATE**	**SIGNATURE** **DATE**

WTG Terrazzo & Tile Inc.

PCCO #002

859

Project: 1-25-0029 - Denfeld High School
401 N. 44th Street
Duluth, Minnesota 55807

Prime Contract Change Order #002: CE #002 - Credit for Owner Supplied Seal

TO:	**Independent School District #709 Duluth Public Schools** 709 Portia Johnson Drive Duluth, Minnesota 55811	**FROM:**	**WTG Terrazzo & Tile, Inc.** 12100 Riverwood Drive Burnsville, Minnesota 55337-1545
DATE CREATED:	8/18/2025	**CREATED BY:**	Tony Grazzini **(WTG Terrazzo & Tile, Inc.)**
CONTRACT STATUS:	Approved	**REVISION:**	0
REQUEST RECEIVED FROM:	Jeremy DeGraef	**LOCATION:**	
DESIGNATED REVIEWER:	Tony Grazzini **(WTG Terrazzo & Tile, Inc.)**	**REVIEWED BY:**	
DUE DATE:	08/22/2025	**REVIEW DATE:**	08/19/2025
INVOICED DATE:		**PAID DATE:**	
REFERENCE:		**CHANGE REASON:**	Client Request
PAID IN FULL:	No	**EXECUTED:**	**No**
ACCOUNTING METHOD:	Amount Based	**SCHEDULE IMPACT:**	
SIGNED CHANGE ORDER RECEIVED DATE:		**REVISED SUBSTANTIAL COMPLETION DATE:**	
FIELD CHANGE:	No	**CONTRACT FOR:**	1:Terrazzo Repair & Refinishing
		TOTAL AMOUNT:	($750.00)

DESCRIPTION:
CE #002 - Credit for Owner Supplied Seal
Denfeld High School custodial staff had units of Seal that were available for WTG to use on the refinishing of the terrazzo work. This is a credit back to the school for the material that was used by the WTG team.

ATTACHMENTS:

CHANGE ORDER LINE ITEMS:

#	Budget Code	Description	Amount
1		Owner Supplied Seal (3M Scotchguard Stone Protector Seal)	$(750.00)
		Grand Total:	**$(750.00)**

The original (Contract Sum)	$76,410.00
Net change by previously authorized Change Orders	$9,450.00
The contract sum prior to this Change Order was	$85,860.00
The contract sum will be decreased by this Change Order in the amount of	($750.00)
The new contract sum including this Change Order will be	$85,110.00
The contract time will not be changed by this Change Order.	

Independent School District #709 Duluth Public Schools		**WTG Terrazzo & Tile, Inc.**
709 Portia Johnson Drive		12100 Riverwood Drive
Duluth, Minnesota 55811		Burnsville, Minnesota 55337-1545
	8/19/2025	
SIGNATURE **DATE**	**SIGNATURE** **DATE**	**SIGNATURE** **DATE**

Superior Masonry Inc.

DBA Bedrock Flint

4204 Enterprise Circle, Duluth, MN 55811 | Phone. 218.720.3948

Construction Change Order

Dated: 8/22/2025

Attention: ISD 709 Purchasing

Project: 2518- East High School

Scope of Work:

Order new Metal Decking to space the gap under the concrete. The existing decking was too weak and deteriorated.

Price: $1,200.00

Breakdown
Labor: $0.00
Materials: $1,200.00

Name: Travis Stolp

Title: President

Date: 8/22/25

8/25/2025

ISD 709
DULUTH PUBLIC SCHOOLS
SEP 16 2025
APPROVED BY
THE SCHOOL BOARD

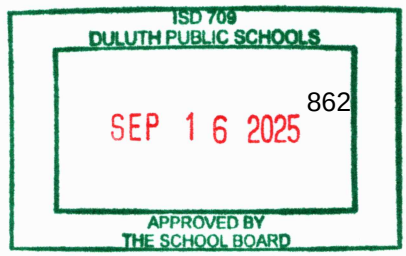
RESOLUTION

Maximum Levy Certification

WHEREAS, the School Board of Independent School District No. 709, St. Louis County, Minnesota, will hold a regular school board meeting on December 16, 2025 at 6:15 PM in the Board Meeting Room at District Service Center, 709 Portia Johnson Drive, Duluth MN 55811, and will receive input from the public on the proposed certified levy for 2025 payable in 2026.

THEREFORE, BE IT RESOLVED, that the School Board propose the ceiling for the tax levy for Independent School District No. 709 for 2025 payable 2026 at the maximum amount.

ISD 709
DULUTH PUBLIC SCHOOLS
862
SEP 16 2025
APPROVED BY
THE SCHOOL BOARD



Minnesota Department of Education
Levy Limitation and Certification Report
2025 Payable 2026

District Number-Type: 0709-01
District Name: Duluth Public School District
Home County: Saint Louis County

Date Printed: 9/16/25
Limits Updated: 9/16/25
Proposed Submitted: 9/16/25

	LIMIT	PROPOSED
SUBTOTALS BY LEVY CATEGORY		
GENERAL - RMV VOTER		
GENERAL - RMV OTHER		
GENERAL - NTC VOTER		
GENERAL - NTC OTHER		
COMMUNITY SERVICE - NTC OTHER		
GENERAL DEBT - NTC VOTER		
GENERAL DEBT - NTC OTHER		
OPEB DEBT - NTC VOTER		
OPEB DEBT - NTC OTHER		
SUBTOTALS BY FUND		
GENERAL FUND		
COMMUNITY SERVICES FUND		
GENERAL DEBT SERVICE FUND		
OPEB/PENSION DEBT SERVICE FUND		
SUBTOTALS BY TAX BASE		
REFERENDUM MARKET VALUE		
NET TAX CAPACITY		
SUBTOTALS BY TRUTH IN TAXATION CATEGORY		
VOTER APPROVED		
OTHER		
TOTAL LEVY		
TOTAL LEVY		

The School Board has voted to certify the MAXIMUM levy authority.

After October 1st, the county auditor should consult the Minnesota Department of Education (MDE) website for the district's current levy limitation and use this amount for the Truth in Taxation notices.

If there is a change to the district's levy limitation after October 1st, the county will be notified by MDE via email. Before finalizing tax computations for the Truth in Taxation notices, counties should double check the MDE website to be sure no changes have been made to the district's levy limitation that the county is not already aware of through this email process.

The school district must submit the completed original of this form to the home county auditor by September 30, 2025. A duplicate form must be submitted to Minnesota Department of Education, School Finance Division, 400 NE Stinson Blvd., Minneapolis, MN 55413, by October 7, 2025.

The certified levy listed above is the levy voted by the school board for taxes payable in 2026.

Signature of School Board Clerk Sarah Mitsell

Date of Certification 9/16/2025

ISD 709
DULUTH PUBLIC SCHOOLS
SEP 16 2025
APPROVED BY
THE SCHOOL BOARD

RESOLUTION

Acceptance of Donations to Duluth Public Schools

WHEREAS, Minnesota Statute 465.03 requires a school district to accept donations by resolution expressed in the terms prescribed by the donor in full; and,

WHEREAS, acceptance of the donations in accordance with the donor's terms is in the best interest of the Duluth Public Schools:

NOW, THEREFORE, BE IT RESOLVED that the Duluth Public Schools does accept the below-described donations from said organizations in accordance with the terms set forth herein.

BE IT FURTHER RESOLVED that the Duluth Public Schools wishes to extend its grateful appreciation to these various individuals and organizations.

SCHOOL	DONOR	AMOUNT	RESTRICTION	COMMENTS
District Service Center	Pez Davila	In-kind	Unity in Our Community	The donation came in the form of 89lbs of beef.
District Service Center	Pez Davila	In-kind	Unity in Our Community	1,000 brats were donated for Unity in Our Community
District Service Center	Pez Davila	In-kind	Unity in Our Community	1,000 brat buns for Unity in Our Community
District Service Center	Pez Davila	In-kind	Unity in Our Community	2,000 bags of chips were donated for Unity in Our Community.
District Service Center	Pez Davila	In-kind	Unity in Our Community	720 cans of sodas for Unity in Our Community
District Service Center	Minnesota Power	$500	Unity in Our Community	
Districtwide	Head of the Lakes United Way Jaci Christiansen	In-kind		Received 150 backpacks with folders in them ("Stuff the Bus" donation)
East	Northern View Construction	$5,000	Goes to the cheerleading program for practice wear.	
East	Debbi	In-kind		Percussion equipment valued at

	Rasmussen			$400
East	Kiwanis of Duluth	$250	Key Club	Kiwanis Club in Duluth was donating to Key Club. The same amount went to Denfeld and East.
East	Duluth East Girls Swim and Dive Boosters	1,180.00	Duluth East Girls Swim and Dive Team, donation used for the purchase of parkas	
Lakewood	Lakewood PTA	In-kind	For all students at the school	playground equipment
Laura MacArthur	Annette Jubie	In-kind	Misc. School Supplies	Annette called and asked if she could come and drop of misc. school supplies she would like to donate to our school as she knows families can't always afford everything.
Laura MacArthur	Donors Choose	Donors Choose - Letter w/ list of items coming to teacher	Sophia Conley - 2nd Gr teacher @ LMAC	We received the notification of donation for Sophia Conley by email: From: Donors Choose <principals@donorschoose.org> Date: Mon, Aug 18, 2025 at 10:59 AM Subject: Materials are headed to Laura MacArthur Elementary School To: Carrie <carrie.thompson@isd709.org>
Lester Park	Kevin Simich	In-kind	Lester Students	Kevin donated several bags of student supplies. He has done this before and we love it!
Lincoln Park	STACEY ACHTERHOFF	In-kind		FLUTE DONATION FOR BAND. COMES IN A CASE.
Lincoln Park	COMMUNITY MEMBERS IN DULUTH -	In-kind	SCHOOL SUPPLIES	30- FOLDERS, 30- COMPOSITION NOTEBOOKS, 20- SPIRAL

	SUSIE			NOTEBOOKS, 200-MECHANICAL PENCILS, 10-PLASTIC PENCIL CASES
Lincoln Park	Anonymous	In-kind		Wanted to stay anon. 24 boxes Crayola crayons, 2 pack - 10 ball point pens, 2 boxes -12 pencils, 3 pack - 10 pack markers, 2 - 5 count mini erasers
Lincoln Park	Deyona Kirk, Michelle Lebeau, Cathy DeGroot, Cieri DeGroot, Ed DeGroot, Susie Poirer, Joe Pucuski, Henry L. Banks	Deyona Kirk and Michelle Lebeau - 2 microwave ovens, 1 mini refridgerator -- Cathy/Cieri DeGroot & Ed DeGroot - $50 cash -- Susie Poirer & Joe Pucuski - $100 cash -- Henry L. Banks - $50 cash	Lincoln Park Middle School Native American Program (snacks)	Please share thank you letter with all who contributed to this wonderful donation. Thank you!
Myers-Wilkins	Cub Grocery & Pharmacy	In-kind - School supplies were donated		
Piedmont	Hillside United Methodist Church	In-kind - 3 boxes of Backpacks and School Supplies		
Piedmont	Cub Foods	In-kind		12 Backpacks of school supplies, 25 grocery bags of supplies and 3 cases of pencils

ISD 709
DULUTH PUBLIC SCHOOLS
SEP 16 2025
APPROVED BY
THE SCHOOL BOARD

RESOLUTION

Designation of Identified Official with Authority (IOwA) for Head Start

WHEREAS, The Minnesota Department of Education (MDE) requires that school districts annually designate an IOwA to comply with State Access Control Security Standard 1.0 which state that all user access rights to Minnesota state systems must be reviewed and recertified at least annually. The IOwA will assign job duties and authorize external user's access to MDE secure systems for their local education agency (LEA).

NOW, THEREFORE, BE IT RESOLVED, the Superintendent recommends the Board authorize Barbara Eckberg, Head Start Director, to act as the IOwA for the Head Start Organization, Duluth Head Start 7010-84-001.

Program Narrative

Duluth Preschool blends and braids funds, through a mixed delivery format, with funds from Head Start and the State of Minnesota. Duluth Preschool offers 13 class options in 8 elementary schools within the school boundaries of Independent School District 70, in Duluth, Minnesota. Duluth Preschool is an inclusive high quality early childhood program for children 3-5 years of age. Meeting each child in his or her developmental milestones allows the activities and experiences offered to strengthen and build a child's social emotional skills, language & literacy, health & nutrition, and physical skills. We are proud to be one of the first preschool programs in the state to earn a Four-Star Rating from Minnesota Parent Aware- the highest rating possible!

The Head Start student enrollment in the Duluth Preschool for the 2024-25 program year was 184 children, or 97% of the funded slots. 77 Head Start students were identified with developmental disabilities during the program year. The identified children were provided special education services in an inclusive preschool setting, the least restrictive environment. The health and wellness of the Duluth Preschool Head Start students includes 84% of students up to date on dental exams, 70% of students up to date on well-child checks, and 98% of children are up to date on immunizations.

The requested one-time funds for nutrition and health, through the Office of Head Start, log number ACF-OHS-PI-25-02 will focus on area 3: Nutrition and Education Resources for Head Start children in the Duluth Preschool classroom setting. The requested funds will be used to promote taste and non-taste exposures for the children in each of the 13 Head Start classes. Duluth Preschool Head Start children will have the opportunity to taste new, novel, and familiar fruits and vegetables, paired with literacy and classroom community activities. Research indicates that taste and non-taste exposures of food can increase preschool children's

willingness to engage with food exploration behaviors (Johnson, A.R., Johnson, N.R., 2025). Non-taste exposures of food include sensory and visual exploration of the food, with a focus on new, novel, and familiar fruits and vegetables.

Additionally, the impact of visual exposure will also include exploring fruits and vegetables through preschool-appropriate books. Research indicates that stories and pictures of vegetables and (fruits) increase the willingness of preschoolers to taste them (Braga-Pontes, C., Simoes-Dias, S., Lages, M., Guarino, M., Graca, P., 2021). Duluth Preschool Head Start children will have an opportunity to explore fruits and vegetables through a variety of books, shared in the classroom setting, paired with visual vocabulary cards, language, and dramatic play opportunities.

Both the taste and non-taste fruits and vegetables experiences will take place 2 times per month, in each of the 13 Duluth Preschool Head Start classes, from December 2025 through May 2026. The classroom teaching staff will be guided by the Head Start Nutrition Coordinator and Head Start Education Coordinator in the implementation of the taste and non-taste fruits and vegetables experiences and supporting activities. Parents will be included in the experience through take-home ideas for increasing fruit and vegetable consumption in their preschoolers, shared through the ChildPlus platform. A final take-home book will allow each Head Start family to try a taste and non-taste fruit and vegetable experience in their own home. Parents will be prompted to explore taste, texture, colors, and descriptive vocabulary in the home setting, providing an effective and appropriate way to improve fruit and vegetable intake in their preschool children.

Citations:

Braga-Pontes, C., Simoes-Dias, S., Lages, M., Guarino, M., Graca, P., Nutrition education strategies to promote vegetable consumption in preschool children: the Veggies4myHeart project, *Public Health Nutrition*, 25(4), 1061-1070.

Johnson, A.R., Johnson, N.R., To Taste or Not to Taste, A Narrative Review of the Effectiveness of Taste and Non-Taste Exposures on Dietary Intake of Head Start Children, *Nutrients*, 2025,17,1817.

Budget Narrative

The requested one-time funds for nutrition and health, through the Office of Head Start, log number ACF-OHS-PI-25-02 will focus on area 3: Nutrition and Education Resources for Head Start children in the Duluth Preschool classroom setting. The budget for this proposal includes the taste component of the experience of $2000.00 for fresh fruits and vegetables, based on the July 2025 USDA food price outlook. The budget will also include $3000.00 for children's books depicting or including fruits and vegetables for the classrooms and each of the children's families. Duluth Preschool in-kind includes the service of the teaching staff, Nutrition Coordinator, Education Coordinator and ChildPlus Communication Platform. The total requested funds through the Office of Head Start, log number ACF-OHS-PI-25-02 for Head Start children in the Duluth Preschool is $5000.00

Link to slides

OHS Supplemental Nutrition Grant Request

Duluth Public Schools Federal Head Start One-Time Supplemental Nutrition Grant

Funding Type: OHS Nutrition Education and Resources

Total Request: $5000.00

Grant Goals:

1. Taste exposure opportunities for preschool children in the classroom setting.
2. Non-taste experiences for preschool children in the classroom setting.
3. Parent engagement opportunities in the home setting, for both taste and non-taste fruit and vegetable exposure for the preschool child and his/her family.

Signatures indicate approval of the OHS grant application/request

_____ Kelly Durick-Eder, School Board Chairperson

_____ Date

_____ Kristi Meyer-Fladwood, Head Start Policy Council Chair

_____ Date

Duluth Public Schools Federal Head Start One-Time Supplemental Nutrition Grant

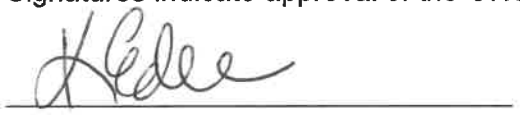
Funding Type: OHS Nutrition Education and Resources

Total Request: $5000.00

Grant Goals:

1. Taste exposure opportunities for preschool children in the classroom setting.
2. Non-taste experiences for preschool children in the classroom setting.
3. Parent engagement opportunities in the home setting, for both taste and non-taste fruit and vegetable exposure for the preschool child and his/her family.

Signatures indicate approval of the OHS grant application/request



Kelly Durick-Eder, School Board Chairperson

9/4/2025

Date

Kristi Meyer-Fladwood, Head Start Policy Council Chair

09/04/2025

Date

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made between Nathan Chapman herein referred to as ***"Employee",*** and the School Board of Independent School District No. 709, Duluth, Minnesota (School District), herein referred to as the ***"Employer".***

In consideration of the mutual promises and agreements set forth below, Employee and the Employer agree as follows:

1. ***Employment.*** Employer hereby employs, engages and hires Employee as the Director of Community Education, and Employee hereby accepts and agrees to such hiring, engagement and employment subject to the general supervision and pursuant to the orders, advice and direction of the Superintendent or designee.
2. ***Duties.*** Employee agrees that they will at all times faithfully, industriously and to the best of their ability, experience and talents, perform all of the duties that may be required of and from their pursuant to the express and implicit terms hereof and to the reasonable satisfaction of Employer. Such duties shall be rendered at the School District and at such other places as Employer shall in good faith require or as the interest, needs, business or opportunity of Employer shall require. The Employee agrees to devote her attention, knowledge and skills solely to the business and interest of the Employer, a minimum of eight (8) hours per workday. Flexibility to this schedule can be approved by the Superintendent or designee. Employee shall make available to the Employer all information of which Employee shall have any knowledge as it relates to business or operations of the Employer and shall make all suggestions and recommendations that will be of a mutual benefit to Employer, the business and operation of the Employer and to the Employee.
3. ***Term of Agreement.*** This Agreement shall commence effective September 8, 2025 and continue until June 30, 2026. At the conclusion of this term, neither party shall have any further claim against the other and Employee's employment with the School District, as Director of Community Education shall cease. In the event the School Board is contemplating not offering the Employee a subsequent Agreement, the School Board shall give written notice of such intent six (6) months before the expiration of this Employment Agreement. If there is not six (6) months remaining in the Employment Agreement, the Employment Agreement will be extended so that there is a full six (6) month notice period.
4. ***Termination.*** Employer expressly reserves the right to discharge for cause and to cancel this Agreement on that account. Such cause shall consist, by way of illustration and not limitation, of one or more of the following: conviction of a felony, fraud, moral turpitude, continual insubordination, drunkenness, embezzlement, material violation of the terms of this Agreement. In any such case of discharge, cancellation or termination, written notice thereof shall be given to the Employee and shall be effective as of the date mailed in accordance with this Agreement, or, if delivered, upon delivery to the Employee unless the written notice specifies a later date.
5. ***Salary.*** Employer shall pay Employee, and Employee shall accept from Employer in full payment for Employee's services, an annual salary of $120,000. Employee's salary shall be paid in twenty-six (26) equal installments during the contract year. The contract year, fifty-two (52) weeks, is defined as commencing on July 1 of any year and terminating on the next June 30.
6. ***Expenses.*** The School District shall pay all legally valid expenses and fees for Employee's attendance at professional conferences and meetings with other educational agencies. All expense statements submitted by Employee shall be in conformity to policies of the Board of Education. Employee shall file itemized expense statements to be processed and approved as provided by law. Employer shall reimburse Employee for all reasonable and necessary expenses incurred in the performance of her duties for the School District. Employee shall file itemized and verified claim statements for such expenses with the Superintendent or designee in accordance with the laws of the state of Minnesota and the policies of Employer. Superintendent or designee shall approve all travel outside the District. Employer will pay a mileage allowance to Employee for use of her personal vehicle in the course of the employment of the Employer, per School Board Policy and regulations.

7. ***Cellular Phone Allowance:*** The School District shall provide the Employee with a monthly allowance of $75.00 for use of the Employee's cellular phone. Alternatively, at the Employee's option, the Employee may be provided with a School District paid cellular phone if the Employee reimburses the School District $10.00 monthly for personal use.
8. ***Vacation/Holiday.*** The Employee shall earn annual paid vacation and be entitled to be paid holidays as set forth in Article IV of the collective bargaining agreement between Independent School District No. 709 and the Executive Employees Association. Vacation days are to be scheduled with the Superintendent or designee approval.
9. ***Health*** & ***Hospitalization.*** The School District shall make available to the Employee the same group health insurance as is or are available to the employees within the teacher bargaining unit of the School District and their dependents. The School District shall pay the same portion of the cost for such group insurance for the Employee and their dependents as are paid for employees in the teacher bargaining unit and their dependents.
10. ***Dental.*** The School District shall make available to the Employee the same group dental insurance as is or are available to the employees within the teacher bargaining unit of the School District and their dependents. The School District shall pay the same portion of the cost for such group insurance as the Employee and their dependents are paid for employees in the teacher bargaining unit and their dependents.
11. ***Life Insurance.*** Group term life insurance in the amount of $50,000 shall be provided at no cost to the Employee. Optional supplemental life in the amount of $50,000 and dependent life insurance will be made available at the Employee's cost.
12. ***Long Term Disability (LTD).*** The School District shall provide at the School District's expense, long term disability (LTD) coverage for Employee in the School District's group plan.
13. ***Health Care Savings Plan (HCSP).*** A HCSP is an individual tax-free account to be used for reimbursement of post-employment medical expenses incurred by an employee, employee's spouse, legal tax dependents and children up to their 26th birthday. The HCSP is administered by the Minnesota State Retirement System (MSRS) and the utilization of the HCSP is governed by MSRS Plan policy.
    a) ***Eligibility.*** The employee shall be eligible for the benefits provided by this Section if they meet the eligibility requirements set forth in the bargaining agreement. Employee must be 1) at least age fifty-five (55) or disabled as defined by TRA, and 2) eligible for TRA benefits at the time of retirement, shall be eligible for contribution of unused sick leave benefits as defined below to the employee's HCSP. The employee must give written notice of retirement to Human Resources three (3) months prior to retirement except in cases of emergency involving serious illness or other justifiable cause. The employee may retire after such time limits with the approval of the Superintendent and may receive the benefits under the HCSP.
    b) ***Maximum Days.*** The number of unused and accumulated sick leave days up to a maximum of two hundred ten (210) days.
    c) ***Discount Calculation.*** The amount of unused and accumulated sick leave days above, less 100 days, multiplied by the employee's daily rate of pay (DRP), will be discounted by 3.5%. The discounted calculation of the value of the days will be contributed to the HCSP for the employee by the District.
    d) ***Participation in the District's Health Plan.*** Retired employees will be allowed to participate in the District's group health and dental plans at their own expense pursuant to applicable State and Federal laws. Monthly premiums will be paid one month in advance to the District.
14. ***Sick Leave.*** The Employee shall accumulate sick leave as set forth in Article 7.4 of the collective bargaining agreement between Independent School District No. 709 and the Executive Employees Association. Rules governing use of sick leave for the purpose of personal illness, family illness, and death in the family contained within Article 7 shall apply. There will be no cash payment for unused sick leave.
15. ***Individual Retirement Plan.*** Employer shall, in accordance with its practice and policies and at the request of Employee, withhold from salary and transfer or pay such sums as the Employee shall designate to a tax-deferred or tax-sheltered annuity program as permitted by law and selected by Employee.
16. ***District*** & ***Federal Retirement Funds.*** Employee shall be a member of the TRA and agrees that the Employee's contribution to said fund, to FICA, all other deductions required by law, and all deductions

authorized by the Employee in advance in writing and approved by the School Board shall be deducted from her salary.

17. ***Dues.*** Employee is encouraged to belong to appropriate professional, educational and civic organizations where such membership will serve the best interests of the School District. Accordingly, the School District will pay such membership dues in approved organizations up to a total of six hundred ($600) per year. Employee shall present appropriate statements for approval as provided by law.
18. ***Indemnification & Provision of Counsel.*** In the event that an action is brought or a claim is made against Employee arising out of, or in connection with Employee's employment, and the Employee is acting within the scope of employment or official duties, the School District shall defend and indemnify to the extent permitted by law. Indemnification, as provided in this section, will not apply in the case of malfeasance in office or willful or wanton neglect of duty, and the obligation of the School District herein, shall be subject to the limitation of Minnesota Statutes Chapter 466.
19. ***Arbitration.*** Any controversy or claim arising out of, or relating to this Agreement, or breach thereof, shall be settled by arbitration in the City of Duluth, Minnesota, in accordance with the rules of the American Arbitration Association and the judgment upon the award rendered may be entered in any court having jurisdiction thereof.
20. ***Complete Agreement.*** This writing contains the complete Agreement concerning the employment arrangement between the parties and shall, as of the effective date hereof, supersede all other Agreements between the parties. This Agreement is subject to the laws of the State of Minnesota and all rules, regulations, and policies and amendments. It is understood and agreed that the Employee is not under a contract of employment for any period covered by this Agreement except with the Employer and that this Agreement constitutes a binding legal contract for the term set forth, the breach of which will result in liability for damages. The parties stipulate that neither of them has made any representation including the execution and delivery hereof, except such representations as are specifically set forth herein and each of the parties hereto acknowledges that they or it has relied on their or its own judgment and in entering into this Agreement. The parties hereto further acknowledge that any payments or representations that may have heretofore been made by either of them to the other are of no effect and that neither of them has relied thereon in connection with their or its dealing with the other. No waiver, modifications, or amendment of this Agreement or of any covenant, condition or limitation herein contained, shall be valid unless it is in writing, approved by the School Board and executed by Employee and the authorized officers of employer.

IN WITNESS WHEREOF, the parties have executed this Agreement in Duluth, Minnesota this day 29 of August, 2025.

EMPLOYEE

Nathan Chapman

INDEPENDENT SCHOOL DISTRICT NO. 709

Chair of the Board

Clerk of the Board

ISD 709
DULUTH PUBLIC SCHOOLS
SEP 16 2025
876
APPROVED BY
THE SCHOOL BOARD

DEPARTMENT OF EDUCATION

September 11, 2025

John Magas, Superintendent
Duluth Public Schools – 0709-01
215 N. 1st Avenue East
Duluth, MN 55802

Dear Superintendent Magas:

Duluth is seeking to fund the remodeling project using Minnesota Statutes, section 126C.40 which requires a review and comment to be eligible for funding. The review and comment statute Minnesota Statutes, section 123B.71, requires a review and comment statement on the educational and economic advisability of your proposed school construction project. Information supplied by your school district and from Minnesota Department of Education sources is the basis of this review and comment. With this positive review and comment, Duluth Public School District, Independent School District #0709-01, to proceed with the proposed projects under which are eligible for funding under Minnesota Statutes, section 126C.40, subdivision 6 (1). Please see page 3 and 4 for financial breakout and funding determinations related to the positive review and comment.

Minnesota Statutes section 126C.40 subdivision 9 states: ***the school board must discuss the commissioner's determination of a review and comment, and the district's approve achievement and integration plan findings at a regular or special school board meeting within 45 days of the commissioner's determination.*** The department may request a copy of the board minutes to ensure compliance.

Minnesota Statutes, section 123B.71, requires the commissioner to include comments from residents of the school district in the review and comment. As of the date of this letter, no public comments have been received.

Minnesota Statutes, section 123B.71, ***requires that a school district, prior to occupying a new or renovated facility after July 1, 2002, must submit a certification prepared by a system inspector to the commissioner and the building code official that will provide an occupancy permit.*** The certification must verify that the facility's installed or modified heating, ventilation, and air conditioning system operates according to design specifications and code, a system for monitoring outdoor airflow and total airflow of ventilation systems has been installed, and any installed or modified heating, ventilation, or air conditioning system provides an indoor air quality filtration system that meets ASHRAE (American Society of Heating, Refrigerating and Air-Conditioning Engineers) Standard 52.1.

If you have any questions, please contact Daley Lehmann, Assistant Director – School Finance, at 651-582-8817 or daley.lehmann@state.mn.us. Thank you for working with us to improve school facilities for Minnesota students.

Sincerely,

Willie L. Jett II
Commissioner

cc: Kelly Durick Eder, School Board Chair

Enclosure

The Commissioner of the Department of Education
Review and Comment on the School Construction
Proposal of Duluth Public School District, ISD #0709-01

A review and comment must be provided on a school district construction project proposal before the district conducts a referendum, solicits bids, or issues bonds for the project. A project proposal has been submitted for review and comment according to requirements set forth in Minnesota Statutes, section 123B.71, subdivisions 9 and 10, and Minnesota Statutes, section 123B.72. The district provides the following information:

1. The geographic area and population to be served:
    a. preschool through grade 12 student enrollment for the past five years, and
    b. student enrollment projections for the next five years.

2. A list of existing school facilities:
    a. by year constructed,
    b. their uses, and
    c. an assessment of the extent to which alternate facilities are available within school district boundaries and in adjacent school districts.

3. A list of specific deficiencies of the facility:
    a. demonstrating the need for a new or renovated facility to be provided,
    b. the process used to determine the deficiencies,
    c. a list of those deficiencies that will and will not be addressed by the proposed projects,
    d. a list of specific benefits that the new or renovated facility will provide to students, teachers, and community users served by the facility.

4. A description of the project, including:
    a. specifications of site and outdoor space acreage,
    b. square footage allocations for classrooms, laboratories and support spaces,
    c. estimated expenditures for major portions of the project,
    d. estimated changes in facility operating costs, and
    e. dates the project will begin and be completed.

5. A specification of the source of project financing, including:
    a. applicable statutory citations,
    b. the scheduled date for a bond issue or school board action,
    c. a schedule of payments, including debt service equalization aid, and
    d. the effect of a bond issue on local property taxes by property class and valuation.

6. Documentation obligating the school district and contractors to comply with the following items:
    a. Minnesota Statutes, section 471.345 governing municipal contracts,
    b. sustainable design,
    c. school facility commissioning under Minnesota Statutes, section 123B.72, certifying the plans and designs for heating, ventilating, air conditioning and air filtration for an extensively renovated or new facility meet or exceed current code standards, including ASHRAE air filtration Standard 52.1,
    d. American National Standards Institute (ANSI) acoustical performance criteria, design requirements and guidelines for schools on maximum background noise levels and reverberation times,
    e. state fire code,
    f. chapter 326B governing building codes, and
    g. consultation with affected government units about the impact of the project on utilities, roads, sewers, sidewalks, retention ponds, school bus and automobile traffic, access to mass transit and safe access for pedestrians and cyclists.

Description of Proposed School Construction Project

Duluth School District, Independent School District #0709-01 is proposing the use of funding authority under Minnesota Statutes 126C.40 Subdivision 6 (1) for the purpose of remodeling a building located at 424 W. 1st St. Duluth, MN. The remodeling will create space for the following programs: STEPS, T-12/Bridge Special Education, District Wide Staff, ECSE, Early Childhood, District Testing/Screening, Community Education, ALC/AEO – Middle School and High School, and Adult Education.

Minnesota Statutes 126C.40 Subdivision 6 (1) states "...Independent School District No. 709, Duluth...if the district's achievement and integration plan has been determined by the commissioner to be in compliance with Department of Education rules relating to equality of education opportunity and where the acquisition, as defined in section 475.51, Subdivision 7, of property under this subdivision is approved in the form and manner prescribed by the commissioner to contribute to the implementation of the approved achievement and integration plan...".

On July 18th, 2025, the Department of Education approved the district's amended achievement and integration plan to add additional strategies for family engagement and increasing attendance and engagement for students enrolled in ALC programming. Specifically, Duluth amended their Family Engagement Program Strategy #5 to add a Welcome Center which would include preschool classes, preschool screening, ALC and AEO centers and other miscellaneous programming. The district also amended Career and College Readiness and Rigorous Coursework Strategy #6 to increase access to the districts Area Learning Center (ALC) programming.

The proposed funding source for the project is 20-year Certificates of Participation (COPs). The initial cost of the proposed issuance will be $13,400,000. If the project was approved in whole, the district would annually levy about $1,070,000, beginning with the Payable 2027 levy. The full cost of the COPs over a twenty-year period will be $21,366,000.

There are several remodeling projects that are not included in the achievement and integration plan eligibility. The district has provided a detailed cost of each program area remodel, but some project costs are ineligible for funding under Minnesota Statutes 126C.40 subdivision 6. The district must segregate the eligible and ineligible costs when issuing the COPs and only include the eligible portion of the debt service on the annual levy. The district will need to determine other funding sources for the ineligible portion of the project.

	Budget	Construction Costs	Other Costs	Eligible?	Total Eligible	Total Ineligible
Permits	**117,895**		X	Prorated*	86,098	31,797
Fees/Services Budgets	**1,992,530**		X	Prorated*	1,455,133	537,397
Early Childhood	**1,028,569**	X		Yes	1,028,569	
Screening	**554,263**	X		Yes	554,263	
Central Enrollment	**133,049**	X		Yes	133,049	
Community Education	**95,949**	X		Yes	95,949	
Audiologist	**33,582**	X		No		33,582
District Testing/Screening	**45,416**	X		Yes	45,416	
Families in Transition	**74,200**	X		Yes	74,200	
ECSE	**686,992**	X		No		686,992
ALC	**4,565,873**	X		Yes	4,565,873	
Bridge	**659,806**	X		Yes	659,806	
Steps	**671,640**	X		Yes	671,640	
DAE	**2,170,677**	X		No		2,170,677
Misc Demo	**85,233**		X	Prorated*	62,245	22,988
Construction Contingency	**500,000**		X	Prorated*	365,147	134,853
Total Cost	**13,415,674**				9,797,388	3,618,286

*Prorated based on total construction costs eligible vs ineligible total

Construction Costs	Budget	Percentage
Ineligible	2,891,251	27.0%
Eligible	7,828,765	73.0%
Other Costs	2,695,658	
Other Costs Ineligible	727,035	
Other Costs Elgibile	1,968,623	
Other Costs Total	2,695,658	
Total Ineligible	3,618,286	27.0%
Total Eligible	9,797,388	73.0%
Total Cost	13,415,674	

Review and Comment Statement

Based on the department's analysis of the school district's required documentation and other pertinent information from sources of the Minnesota Department of Education, the Commissioner of Education provides a positive review and comment.

Although the project has received a positive review and comment, some parts of the project are ineligible for funding under Minnesota Statutes 126C.40, subdivision 6. The district may issue the COPs for the project but only include the portion of the debt service related to the eligible projects on the annual property tax levy. The Department of Education will need documentation for the full COP issuance and then the portion of the COP related to eligible projects for levy purposes.

Additional Information is Available

Persons desiring additional information regarding this proposal should contact the school district superintendent's office.

Willie L. Jett II
Commissioner

September 11, 2025

Duluth Public Schools
Every Student. Every Day.

Simone Zunich <simone.zunich@isd709.org>

Duluth Amendment Review for COP

Moe, Venessa (MDE) <Venessa.Moe@state.mn.us> Fri, Jul 18, 2025 at 1:26 PM
To: "john.magas@isd709.org" <john.magas@isd709.org>, Simone Zunich <simone.zunich@isd709.org>, Anthony Bonds <anthony.bonds@isd709.org>
Cc: "Graff, Stephanie (MDE)" <stephanie.graff@state.mn.us>, "Erickson, Cathy A (MDE)" <Cathy.Erickson@state.mn.us>, "Traynham, Macarre (MDE)" <macarre.traynham@state.mn.us>, "Lehmann, Daley (MDE)" <daley.lehmann@state.mn.us>, "Hulden, Maren (MDE)" <maren.hulden@state.mn.us>, "Barnes, Katona (MDE)" <Katona.Barnes@state.mn.us>, "Scofield, Sarah (MDE)" <Sarah.Scofield@state.mn.us>, "Chiinze, Thandeka (MDE)" <thandeka.chiinze@state.mn.us>, "Sherrill, Darron (He/Him/His) (MDE)" <Darron.Sherrill@state.mn.us>

Hello Superintendent Magas,

Your district's amended FY 2024-26 Achievement and Integration plan is in alignment with the Achievement and Integration program requirements. Based on the additional strategies for family engagement and increasing attendance and engagement for students enrolled in ALC programming, your amended plan has been approved as submitted. This email is your final notice of approval for these changes.

Please don't hesitate to reach out with any questions.

Thank you,

Venessa

Venessa Moe, M. EdLd

Achievement & Integration Specialist

Office Hours: M-F 6:30 a.m. to 3 p.m.

651-582-8733 | venessa.moe@state.mn.us

Minnesota Department of Education

400 NE Stinson Blvd., Minneapolis, MN 55413

education.mn.gov

DEPARTMENT OF EDUCATION