

Regular School Board Meeting

Duluth Public Schools, ISD 709

Agenda

Tuesday, March 24, 2026

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

6:30 PM

1. Call to Order	
2. Roll Call	
3. Pledge of Allegiance	
4. Approval of the Agenda	
5. School and Community Recognition	2
6. Report of the Superintendent	
A. Reports from Student School Board Representatives	3
B. Superintendent's Report	9
C. Schedule of Meetings and Events	26
7. Report of Standing Committees	
A. Committee of the Whole	
1) Monthly Committee of the Whole (<i>March 3, 2026</i>)	27
B. Human Resources/Business Services Committee (<i>March 9, 2026</i>)	
C. Policy Committee (<i>March 10, 2026</i>)	69
8. General Board Committee Updates	
9. Consent Agenda	128
10. Resolutions from Committee Reports	
A. B-3-26-4158 - Acceptance of Donations to Duluth Public Schools	295
B. B-3-26-4159 - Acceptance of Grant Awards to Duluth Public Schools	300
11. Special Resolutions and Action Items	
A. E-3-26-4160 Response to American Indian Parent Committee Resolution of Concurrence and Non-Concurrence 2025-2026	301
B. SP-3-26-4161 School Board Members Attendance at AMSD Day at the Capitol	307
12. Questions / Other	
13. Adjournment	

Dear School Board members,

Tonight, I am incredibly excited to recognize an outstanding student from Denfeld High School, Cadel Pohl. Cadel is a freshman who has already made a mark on our district through her remarkable athletic and academic achievements.

This year, Cadel demonstrated determination and skill by qualifying for the State Tournament in both Cross Country and Nordic Skiing. Her ability to compete at such a high level across multiple disciplines is truly impressive and speaks to her rigorous work ethic.

Furthermore, we are proud to share that Cadel, who is a member of the Red Lake Nation Band, was named the Female Student Athlete of the Year by the Minnesota Indian Education Association (MIEA).

Beyond the trails and the snow, Cadel is equally committed to her academic studies as she is a 4.0 student.

She is a true example of a "student-athlete," demonstrating that her excellence in competition is matched by her high achievement in the classroom.

Please join me in congratulating Cadel Pohl on her phenomenal success this year. We look forward to many more years of her leadership and achievements at Denfeld!

.March 24, 2026 Report

- Wanting to gain volunteers for mentoring to help fix chronic absenteeism for students at Denfeld. DASH has a partnership with MentorNorth that would help provide mentors to work with students. Possible incentives for the mentors and mentees. DASH recently attended the Americas Future Summit in Wilmar MN and pitched this idea for absenteeism and this sparked by looking at a lot of data and articles on why students don't attend school and found that this solution works well in many other schools. In a similar program in NYC students gained 9 more days out of the 18 that makes them considered chronically absent on to their school year just from having a mentor and it is also shown that it can be done even in a cash strapped area with help from our community partners.
- 9th Grader Cadel Pohl, who participates in Cross Country running, skiing and track was just awarded MIEA (Minnesota Indian Education Association) Female Student Athlete of the Year at the annual conference last week.
- 11th Grader Madden Stone is a member of the Duluth Swimming Relay that won the 200 meter free relay at the state meet. According to duluthboysswim Instagram page: The team of Joey Zelen, Lucas Warren, Will Zelen, and Madden Stone claimed the STATE TITLE in the 200 free relay with an Automatic All American time of 1:23.99! That time also destroyed the school record by well over a second, and is the highest a Duluth relay has ever placed at state!
- DNA Robotics had their first competition March 5-7 Thursday at the DECC for the Lake Superior Regional. They had an overall ranking of ninth out of 42, and made it to the playoffs in the fifth alliance with teams 2823 from Chanhassen and 4778 from Saint Paul. Their next competition is March 26th to the 28th in Minneapolis, Minnesota.
- Our Annual Red Carpet Concert was held last Friday night in our beautiful and historic auditorium featuring performances by our band, choir and orchestra. It was a very well attended event with many parents and students. My personal favorite was the Jazz Band.

- Denfeld is hosting the third of four monthly community conversations tomorrow from 5:00 to 7:00 where we are asking students, families and staff to help us define the desired daily experience for Denfeld students to help us plan for next year and beyond.
- Opportunity Day not working for most students at Denfeld because not enough time to get caught up on school work and do clubs/activities. This may cause students to be less involved in school activities. For many students they feel as though they have to choose between getting missed work done or participating in their clubs.

March

Good evening everyone!

I know many of us, including myself, are very excited for Spring Break! It has been a very stressful past month for many students, so I know we are all looking forward to this break.

I would love to start my report by talking about activities! Just two weeks ago, we had our Red and Grey spirit week, which was Stranger Things themed, and students seemed to enjoy it. We were very excited to see the best turnout STUGO has had in a very long time at our decorating party. Students came together to make posters and eat pizza. STUGO has held various activities throughout the week; Ice cream, A 'Cake Walk' for cookies, March Madness Basketball Tournament, and assemblies. The E-Learning day unfortunately caused us to reschedule the Friday assembly to Monday. Thankfully, we were still able to have a successful and engaging assembly, where we played musical chairs, watched our cheer team, congratulated our Boys Swim Team for WINNING state, and most importantly, we were able to see the crowning of our 3 top dogs! As I previously said at our last meeting, ten students were nominated by the senior class for demonstrating positive qualities and school spirit, also known as Top Dogs. I highly recommend checking out the Duluth East Facebook page to see some pictures from the assemblies!

We also had an amazing turnout at our REastCycled event! Last year, Student Government started this, and I was thrilled to hear that we were doing it once again. Students were encouraged to bring in their old East clothing, formal wear, and other gently used clothing items. Then, students could come on PAWS day to grab any clothes they wanted, as they were all free. On our last PAWS day, we held it during both blocks, lunches, and third hour. We handed out cookies and lemonade for people who came. Because of how successful it was I am very excited to share that we are going to do this again in April!

Lacrosse, Golf, Softball, Baseball, and Boys Tennis have recently started their season with Captains Practices. Track had their first meet this past Saturday and that was very exciting to hear about, as it is still one of our biggest teams at East! Members of Key Club are trying to get their 50 volunteer hours before the year is over, so they can letter. I am also excited to announce that the Spring Play, The Little Prince, will be held on May 8th, 9th, and 10th! I will have more information at the next meeting about that. We've been trying to relax a bit after the hectic Red and Gray week in Student Government, but we will be working very hard soon to plan our spring events; Yearbook Signing, Kiss A Senior Goodbye, Sports Assembly, Senior Sunset, Senior Shirts, Tailgate, and our annual Powder Puff tournament.

I am very excited to share that our community service event, Swing into Spring Festival, will be held on April 19th from 11:30 am to 3:00 pm at Peace Church, 1111 N. 11th Ave. Duluth MN, 55805. This community centered event will offer family-friendly activities such as live music, swing dancing, face painting, bracelet making, yard games, and free lemonade and cookies. Attendees will have the opportunity to bid on baskets donated by local businesses. All proceeds will go directly to non-profits present at this event, such as The Depot Foundation, The League of Women Voters Duluth, and more. We will also be collecting canned food and gently used clothing items to be distributed in our community. All are welcome! I highly recommend looking at the STUGO Instagram page to hear more specific details when we get closer to the event. Tell your family and friends!!!!!!

Unfortunately, we were unable to have Denfeld's 'Golds Group' at our last POV meeting that I talked about during my last School Board report, but we do plan on going there for our next PAWS day!

On a different note, I was able to have a larger turnout for Student Forum! I did have to incentivize people to come by bringing cookies, but it helped. Not many students actually stayed longer than 10 minutes, however, they still shared a couple pieces of feedback. The majority of that feedback was again about PAWS days. Many students and some faculty are still struggling with this implementation. It is very difficult to make up for missed tests, and many clubs have died out.

I reached out to a couple teachers to hear their feedback on PAWS days. They all agreed that having dedicated time during the school day for students to both attend clubs, and get homework done, is important. They also agreed that it is nice for flexibility. Some negative feedback I heard was that it is very hard for students to narrow down two options for clubs. They have also shared that this time is not enough. I understand the reasons as to why we don't have WIN anymore, but we have lost so much 'catch-up' time. From my understanding, both WIN and PAWS days are solely (SOLY) for "catch-up" times. During these catch up times, we can either attend clubs, work on homework, or just hangout with others. One of my classmates calculated how much of that catch-up time we have lost. Essentially, with WIN, we were given 30-45 minutes every day for about 28 days. With the new PAWS schedule, we get 7-8 hours every 28 days. If you calculate that, it is only about 17 minutes every day. We have lost so much time now that WIN is gone. Students have lost club opportunities and this is an issue that will keep being brought up until it is changed. In the 2025-2026 student handbook, one of the core values is 'belonging'. I believe that one huge part about belonging has to do with clubs and opportunities for students. At the moment, there are only 2 in school opportunities A MONTH for students to be a part of clubs. I know that not all students are involved in more than 2 clubs, but there are still a large group of students that are missing out on club opportunities because of this PAWS

implementation. I know there are reasons as to why we changed how PAWS looks this year, but we are losing involvement from students. We used to have 7 opportunities, and now there are only 2.

Furthermore, students are noticing that there are still teachers teaching on those days and that makes them struggle even more. There was also the “construct tomorrow” required field trip for Sophomores on our latest PAWS day. Many students were confused as to why we were doing this on what was supposed to be our “catch-up” day. It has also come to my attention that teachers were very vague about this and sophomores did not understand when they were supposed to leave. I am hoping that next year we schedule this not on a PAWS day, so that students don’t miss this catch-up time.

Next, I would like to bring up the Library. With the budget cuts, I understand we are struggling with having a librarian. Unfortunately, this cut has brought many challenges in various ways. Students have lost a study space, lost a resource, and have lost opportunities to check out books. The library is not open throughout the whole school day, and that includes mornings. I know this space has been very helpful for students, so that they have a quiet space to meet with clubs, study groups, or just hangout by themselves. We have the cafeteria and Mezzanine, but these spaces are very loud throughout the day. I want to try to work on ways we can keep the library open for the whole day.

Those were the two issues students brought up during Student Forum that I wanted to bring up again. I understand that these are recurring issues that continuously are being brought up, but it is very difficult for students to stay involved, get homework done, study, and more because of our limited ‘catch-up’ times, and our limited library access, and it continues to be the students' number one concern collectively.

To wrap up my report, I would love to share a bit about what I have been doing while having this role. Like said before, I had the opportunity to speak to more teachers ,which has been helpful to understand both the positives and negatives of the PAWS implementation. I have also reached out to the Real Talk advisor to see ways I can connect with them and share feedback from them. I have been encouraging others to share their feedback on issues they believe should be discussed more. I have been doing that by talking to them face to face, putting up qr codes around the school for how others can reach me, and stopping others in the hallway to have them join in on student forum conversations. I believe student voices are important, and I will keep trying to gain as much input as I can from my peers.

Lastly, to quote my last report; “Many students have unique insights and perspectives that can significantly enhance the effectiveness of our school. When students feel heard and valued, it

creates a more engaging and positive learning environment. I urge you all to continue to actively seek out, listen to, and thoughtfully consider student feedback. It is important to not only hear it, but to embrace it.”

Thank you all, once again, for this opportunity and your time.

www.ISD709.org

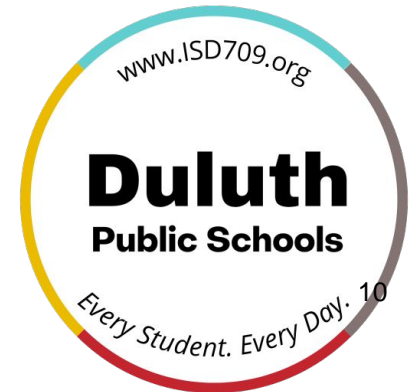
Duluth

Public Schools

Every Student. Every Day.

Superintendent's Report

March 24, 2026



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

- 2026 Student Representative Reports
 - Osiris Garcia Henderson- ALC
 - Tamia Bowles - Denfeld
 - Kalina Mattila - East
- Budget Reduction Update
- Legislative Update
- Litigation Update
- Other

Budget Update

The Current Challenge: A \$4 Million Gap

State funding and mandates are not keeping pace with rising operational costs.



Special Education

Rising costs and significant underfunding.



Health Insurance

Impact of rapidly rising premiums.



Transportation

Increased costs of student transit services.



Unfunded Mandates

Other costs driven by legislative requirements.



The Bottom Line:

To maintain fiscal health, we must optimize resource allocation and reduce spending for the upcoming school year.

Budget - The Decision Making Process

These decisions were informed by a wide range of data and feedback channels, including:

- ThoughtExchange (Staff & Family feedback)
- Principal collaboration and Labor Management Feedback
- Registration and Enrollment Data
- School Board Feedback and the Guiding Change Document
- Budget Forecasting Tools (Frontline) and projected retirements

Thought Exchange - Key Priorities Identified

- 1. Class Sizes and Teacher Support:**
 - Participants consistently emphasize the importance of maintaining small class sizes and supporting teachers to ensure effective learning and individualized attention.
- 2. Special Education and Mental Health Services:**
 - There is strong support for prioritizing special education and mental health services, recognizing their critical role in supporting vulnerable students.
- 3. Core Academic Programs:**
 - Core subjects like math, reading, science, and English are seen as foundational and should be prioritized to ensure students receive a strong educational base.
- 4. Arts and Music Programs:**
 - Arts and music are valued for their role in fostering creativity and supporting overall student development.
- 5. Direct Student Support Roles:**
 - Positions that directly interact with students, such as paraprofessionals and interventionists, are seen as vital and should be preserved.

Thought Exchange - Potential Areas for Reduction

- 1. Administrative Costs:**
 - Several responses suggest reducing administrative overhead, including high salaries and non-student-facing roles.
- 2. Technology Spending:**
 - There is a call to reduce spending on technology, particularly Chromebooks and other digital tools, especially for younger students.
- 3. Extracurricular Activities:**
 - Some participants suggest that sports and other extracurricular activities could be funded more by families or community support rather than the district.
- 4. Professional Development Days:**
 - Reducing the number of professional development days or conducting them virtually could save costs.
- 5. Four-Day School Week:**
 - Implementing a four-day school week is mentioned as a potential cost-saving measure.

Budget Realignment: Guiding Change



Principles Over Politics for Greater Transparency

Open, honest communication with the board, staff, and families.



Student-First Focus

Prioritizing the educational and developmental needs of every learner.



Mental Health Needs

Expanding essential support systems for student and staff well-being.



Overhead Reduction

Streamlining administrative costs to maximize classroom funding.



Referendum Promises

Upholding our commitments to the community and maintaining trust.



Inclusive Process

Engaging diverse perspectives in every step of the decision-making cycle.

Budget Targets and Recommendations

After months of work, the district has come to a decision on **General Fund recommended reductions totaling an estimated \$4,288,500** across the district.

Budget Impact by Level

Based on feedback prioritizing classroom stability, a higher percentage of cuts was taken at the district level.

- **District Level:** Reduced by an estimated \$1,249,000 (15.61%)
- **Secondary Level:** Reduced by an estimated \$1,781,500 (5.8%)
- **Elementary Level:** Reduced by an estimated \$1,258,000 (4.1%)
- [Budget Reductions and Realignment](#)

Legislative Update

Legislative Strategic Updates



Day at the Capitol

Participated in the MSBA/MASA Day at the Capitol on March 9th to advocate for district needs.



Duluth St. Louis County Days

Active participation on March 18th and 19th, strengthening regional legislative ties.



State Budget & Efficiencies

While the state budget outlook has improved, the Governor's budget tasks the Blue Ribbon Commission with finding \$300M in efficiencies, an increase from the initial \$240M target.



Session Adjournment

The State Legislature is currently scheduled to conclude its legislative session on May 18th.

Legislative Updates



Legislative Updates



Litigation Updates

- We have joined in a lawsuit against the federal government, suing for a return of protected status to schools related to immigration enforcement. This guidance was in place for several decades and ensured that schools were a safe location for learning.
- Fridley Public Schools and Education Minnesota are also plaintiffs in the lawsuit, which was filed in court yesterday.
- We are also seeking damages for the time and resources put into planning for potential immigration enforcement within our schools.
- We are also taking this stand to support our neighbors, the schools in the metro area, as well as those around the country.

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 March 23 - March 27, 2026

Tuesday	March 24, 2026	5:20 p.m.	Music In Our Schools Month Performance by Laura MacArthur 5th Grade Students
Tuesday	March 24, 2026	5:30 p.m. - 6:15 p.m.	Listening Session*
Tuesday	March 24, 2026	6:30 p.m.	Regular School Board Meeting*
Wednesday	March 25, 2026	5:00 p.m. - 7:00 p.m.	Title VI Parent Committee Election

Week of March 30 - April 3, 2026

None

Week of April 6 - April 10, 2026

Tuesday	April 7, 2026	4:30 p.m.	Monthly Committee of the Whole
Wednesday	April 8, 2026	4:30 p.m.	American Indian Parent Advisory Committee (AIPAC) Denfeld High School, Room 1206 401 N 44th Ave W
Thursday	April 9, 2026	4:30 p.m.	Policy Committee
Thursday	April 9, 2026	5:30 p.m.	Head Start Parent Policy Council Lowell Elementary School 2000 Rice Lake Rd

**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.*

Monthly Committee of the Whole Board Meeting

Duluth Public Schools, ISD 709

Agenda

Tuesday, March 3, 2026

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) Supporting Every Student

a. READ Act Professional Development

2

b. Professional Development

16

3) Improving Systems - N/A

B. Teaching, Learning, and Equity Board Summary Report - N/A

C. Budget Update

1) Budget Update

41

D. Other

4. **ADJOURN**

COW Agenda Cover Sheet

Meeting Date: 3/3/2026

Topic: READ Act Professional Development

Presenter(s): Gretchen Karg

Attachment: [READ Act Professional Development](#)

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

The District Leadership Team is dedicated to equipping our educators with the highest level of support to advance student learning and address the ongoing literacy challenges in education. We are pleased to announce an update on our READ Act Phase 1 professional development for elementary, intervention, and special education teachers, alongside the forthcoming details for our upcoming Phase 2 READ Act professional development initiative.

This commitment marks the start of sustained, impactful literacy improvement across our secondary system, which we anticipate will profoundly benefit student achievement in all middle and high school content areas.

This Requires School Board Approval :

Duluth Public Schools Committee of the Whole

READ Act Professional Development: Staff Informed with the Science of Reading and Instruction

March 3, 2026



Phase 1 Staff

- **Staff required to complete or make progress towards completion by July 2026**
 - Special Education Staff
 - Reading Interventionist
 - PreK - 3rd Grade Teachers (4th and 5th have the option to do Phase 1 or 2)
 - 5 local trainers
- **LETRS (160 hours) or Early Childhood LETRS (40 hours)**
 - EC LETRS: 44 staff have completed in 2024, 1 teach in process
 - LETRS: 273 staff completed in 2025-2026
 - 55 staff will complete 2026
 - 53 staff will complete 2027



Structured Literacy for Paraprofessionals

5

- **Required to complete in 2026-2027 school year**
 - 4 modules: Theoretical Frameworks, Phonemic Awareness, Phonics, Vocabulary and Comprehension
 - 5 local trainers

- **August, November, December, January, March, May PD Days**
 - Complete: 163 staff
 - 131 staff in training to finish March 2026



Phase 2 READ Act PD



What is in Phase 2?

7

STRIVE videos and activities done whole group during PD days.



[February 2026 STRIVE FAQ for Participants](#)

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STRIVE TLC Structured Literacy for Secondary Teachers



- Training is approx 35 hours - online modules plus activities
- 7 asynchronous modules plus three 45 minute synchronous sessions
- Synchronous Sessions facilitated by Train the trainer option (cost \$500 per trainer through a 2-hr live online training session)
- Asking MS interventionists to facilitate and possible HS staff



Staff in Phase 2

- Teachers who provide **foundational reading instruction*** to students in grades 4-12.
- Teachers who provide reading instruction to students in a state-approved alternative program.
- Teachers who provide reading instruction to students in dual language immersion programs (educators in pre-K through third grade should complete a Phase 1 training; educators in grades 4-12 should complete a Phase 2 training).
- Grades 6-12 Curriculum Directors.
- Employees who select literacy instructional materials for grades 6–12.

Any educator from Phase 2 who has already participated in Phase 1 professional development has met the requirement and would not qualify for a second training.

Training must be completed by July 1, 2027



Staff in Phase 2

42 staff required to complete Phase 2 training

No cost to the training - registered through MDE

- 9 4th and 5th grade classroom teachers
 - 5 from Piedmont, 1 each from MW, Lester, Laura MacArthur, Homecroft
- 23 HS and ALC/AEO ELA teachers
- 10 MS ELA teachers
 - 7 MS ELA teachers are currently participating in or finished LETRS

INCLUDE 10 Principals, Asst Principals, Deans



Training Goals - STRIVE TLC Structured Literacy for Secondary Teachers

11

- Meet the READ Act Phase 2 requirements with secondary ELA staff
- Have a teaching staff that's informed in the latest science of reading research, data gathering processes and analysis, and application of instructional literacy strategies to meet the needs of students struggling to access core instruction on grade level standards due to literacy challenges
- Improve student outcomes on standards based assessments including the MCA IV and graduation requirements
- Increase lifelong potential for students in our community
- Potential for more than just ELA teacher training, options for including other staff



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Module strengths - STRIVE TLC Structured Literacy for Secondary Teachers

12

- Provide immediate usable Tier 1 classroom application with strategies to support literacy needs in all school subjects.
- Improve assessment of students' literacy development, analysis of the data, and make responsive instructional decisions to support students' literacy needs; tailored to CaptiReadBasix, MCA, MN 2020 ELA standards
- With comprehension being the highest level (and outcome) of literacy, early training addresses students' needs in this area, as it will be relevant to the largest number of students.
- by end of semester 1, support instruction in another big ticket area - teaching vocabulary and oral language.
- The last three modules of training focus on foundational levels of literacy struggles - fluency, phonics, and phonological awareness - help teachers understand the underpinnings of students' struggles that have contributed to their current challenges with Tier 1. These modules will also help our ELA staff and interventionists provide research-based interventions and accommodations that support our students at the lowest levels of literacy.



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Additional Condensed Strive Training on Structured Literacy for *All Staff*

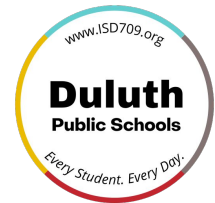
13

Disciplinary Literacy Course

1. **8.5 hrs** online asynchronous course with activities:

Disciplinary Literacy Module L.I.T.E.R.A.C.Y. book and system (Learning through Intentional Targeted Engaging Routines and Strategies to Access all Content and Yield Results)

2. Active Participation kit and bonus module
3. Cost: \$250 per teacher



39

Disciplinary Literacy Course Participants

14

100 Core Content Area

Middle School and High School staff



- Middle School: 37 teachers
- ALC/AEO: 12 teachers
- High School: 51 teachers



40

Module	Video time	Flexible activity time
1. Disciplinary Literacy	5 hr 22 min	3 hrs
2. Data-Based Decision Making	1 hr 8 min	45 min
3. Comprehension	2 hr 48 min	3 hrs
SYNCHRONOUS SESSION	45 min	
4. Vocabulary and Oral Language	3 hr 30 min	1 hr 35 min
5. Fluency	5 hr 12 mn	1 hr + optional 1 hr
6. Phonics and Advanced Word Work	1 hr 37 min	2 hrs
SYNCHRONOUS SESSION	45 min	
7. Phonological Awareness	1 hr 30 min	1 hr 50 min
SYNCHRONOUS SESSION	45 min	
Optional Module Active Participation		
Optional Module Dyslexia		
Approx: 35 hours	21 hrs 12 min video + 2 hr 15 min synchronous = 23 hrs 37 min	13 hrs

Phase 2 ¹⁵ STRIVE Modules

Schedule



COW Agenda Cover Sheet

Meeting Date: March 3rd, 2026

Topic: Professional Development

Presenter(s): Annie Schilling

Attachment: [Professional Development SY 25-26: COW](#)

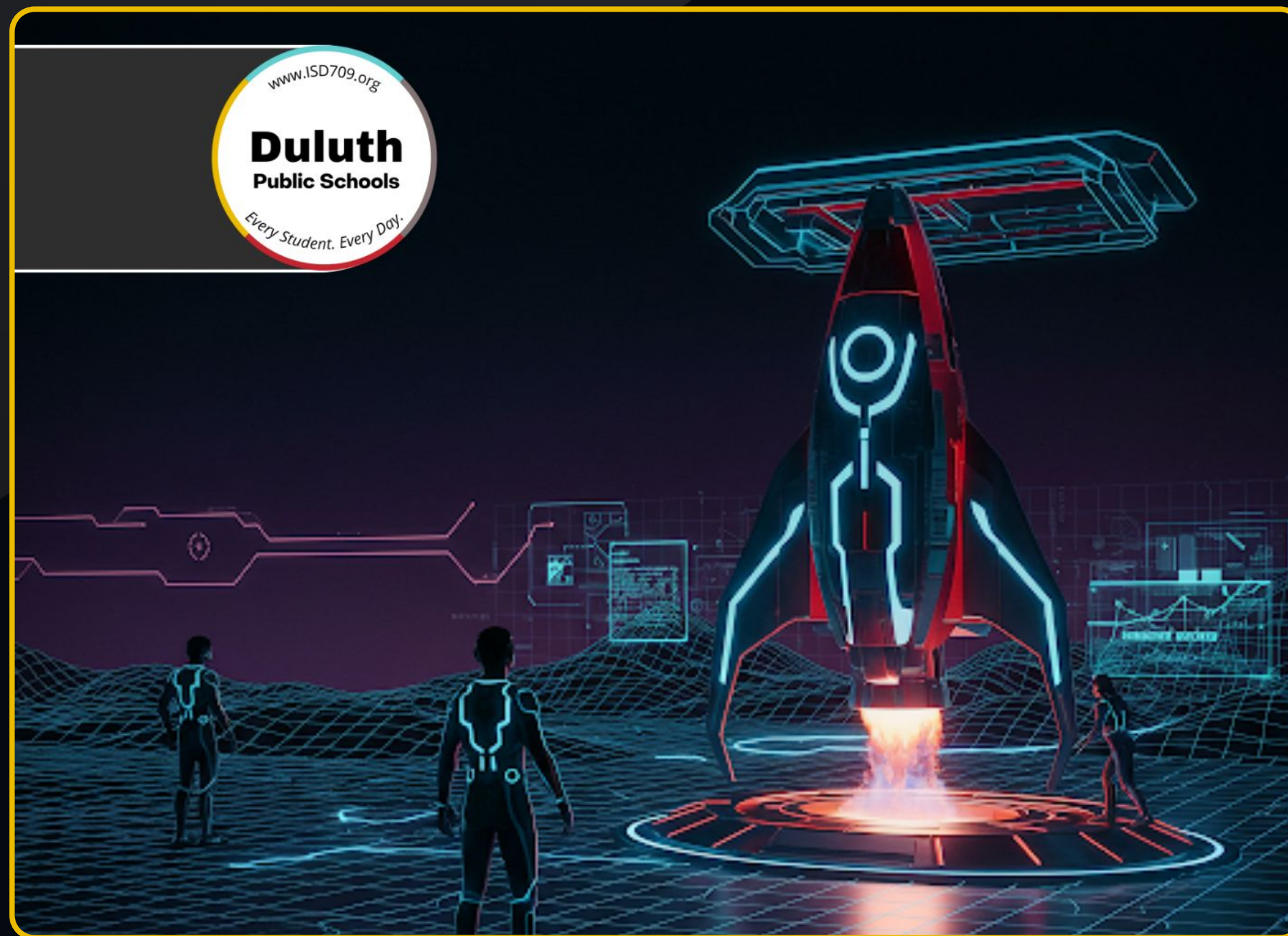
Brief Summary of Presentation or Topic (no more than a few sentences):

Annie Schilling will give a review of the School Year 2025-26 Professional Development Program and a preview into the planning underway for the School Year 2026-27.

This Requires School Board Approval :

PROFESSIONAL DEVELOPMENT 2025-26

**B.L.A.S.T.
OFF**



PROFESSIONAL DEVELOPMENT



Prioritizing the fostering of student belonging is a foundational element for academic success, mental well-being, and positive social development. When students feel valued, accepted, and connected to their school community, they are more engaged in learning, achieve higher grades, and exhibit improved attendance.



Strong literacy is paramount as it underpins all academic achievement, significantly impacting student. Literacy empowers civic engagement and reduces social inequities, equipping individuals to participate fully in society and advocate for themselves, aligning with the state's recent READ Act to address this critical need.



Improving student attendance is a complex but crucial goal for any school district. A comprehensive approach typically involves a combination of strategies, focusing on building a positive school culture, engaging families, addressing barriers, and implementing targeted interventions.



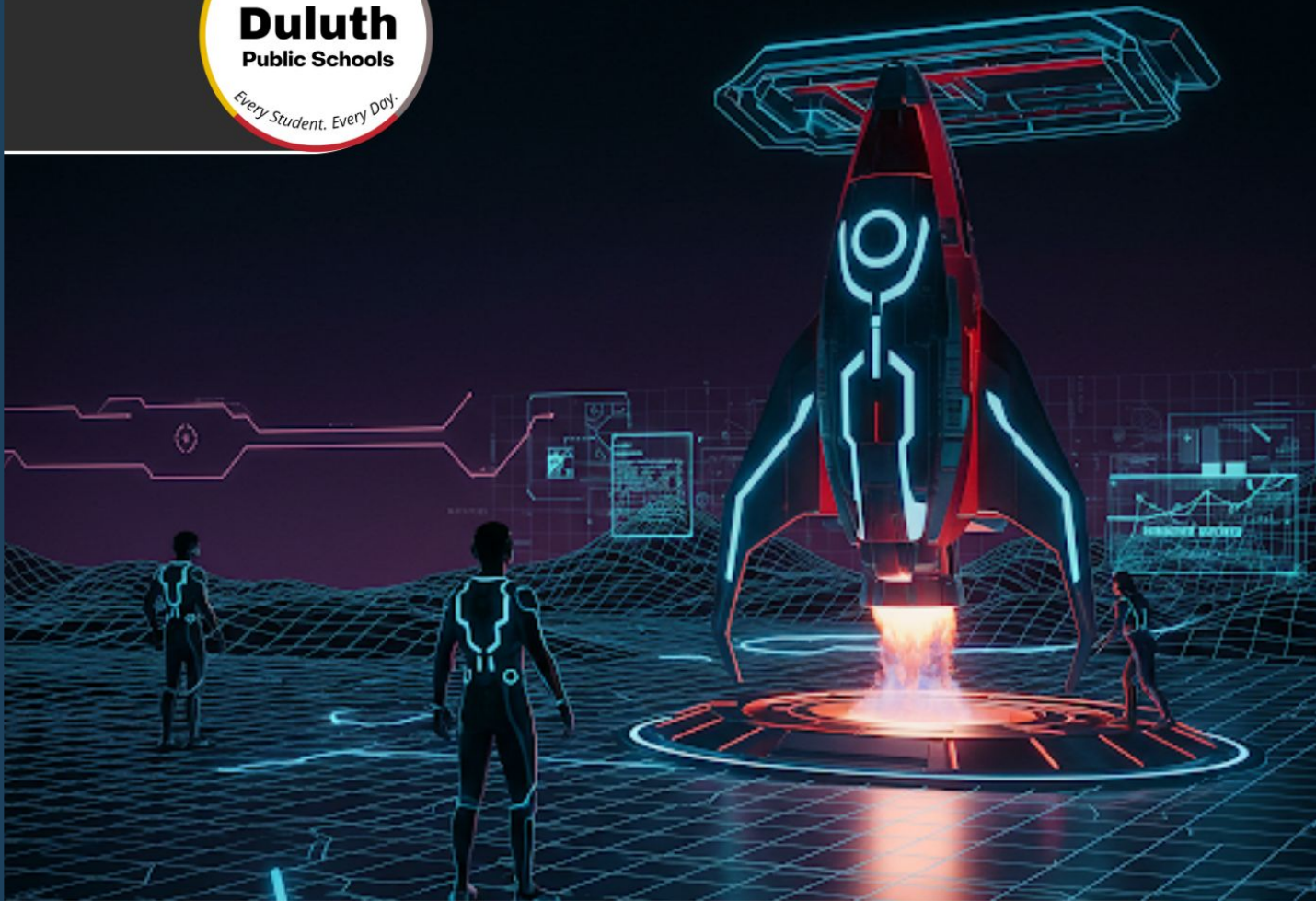
ISD709 prioritizes safety through a multi-faceted plan centered on prevention, preparedness, response, and recovery. The district also emphasizes student mental health support, strong anti-bullying policies, robust communication systems for emergencies, and close collaboration with local first responders to ensure a safe and secure learning environment for all.



Teamwork enables holistic support of students by fostering collaboration among staff for the breadth of student needs. It's crucial for effective instruction, allowing educators to collaboratively develop and implement best practices to address achievement gaps and ensure equity. Focus on teamwork across district departments supports students beyond the classroom.

PROFESSIONAL DEVELOPMENT

AUGUST 2025



AUGUST 25 PARAPROFESSIONAL DAY
AUGUST 26 ALL STAFF KICK-OFF

B.L.A.S.T. OFF

PROFESSIONAL DEVELOPMENT

GEN ED CERTIFIED GRADES 9-12

YOU WILL BE AT DENFELD HS



SITE TEAM MEETING

8:00-9:00

EAST STAFF: LECTURE HALL
DENFELD STAFF: MEDIA .CTR.
CARE + TREATMENT: 2013 ALC/AEO: 2013



A.I. TRAINING

9:15-10:15

DENFELD MEDIA CENTER



REUNIFICATION TRAINING

10:30-11:00

DENFELD AUDITORIUM

LUNCH 11:00-12:15



DEPARTMENT WORK

12:15-2:00

SEE ROOMS BELOW

MATH: 3306	SCIENCE: 2000	MUSIC, SEC: 1026
ENG/RD INT: 2306	WLD. LANG: 2302	MUSIC, ELEM: 1018
SOC. STUD: 3312	ART: 1301	ELL: 3215
HEALTH: 2216	CTE/CCLR: 1312	MATH INT: 3304
MEDIA: 1010	PHYED: GYM 3	



KEYNOTE ADDRESS

2:15-3:15

DENFELD AUDITORIUM

CEUS WILL BE DISTRIBUTED IN PERSON AS YOU EXIT THE AUDITORIUM. YOU MUST BE PRESENT TO OBTAIN YOUR CEU.



EXIT TICKET

3:15-3:30

[EXIT TICKET LINK](#)

PROFESSIONAL DEVELOPMENT

DRAFT

**AUGUST 26
GR. K-8
PARAS/ COTAS**

B BELONGING **T** TEAMWORK **BEGIN AT HOME SITE**
8:00-10:15
BEGIN AT HOME SITE

S SAFETY **T** TEAMWORK **REUNIFICATION TRAINING**
10:30-11:00
VIRTUALLY FROM HOME SITE

BUS TO AFTERNOON SITE 11:00-11:30

TO LESTER PARK	TO MYERS WILKINS	TO LOWELL	TO PIEDMONT
ECFE CONGDON LESTER LAKEWOOD ORDEAN	MECROFT SCREENING ROCKRIDGE JOB COACHES	MYERS ECSE EAST DULUTH PREK	LOWEL LINCOLN MERRITT CHESTER LAURA MAC
			PIEDMONT STOWE DENFELD

LUNCH 11:30-12:00  **BE SURE TO PACK A LUNCH**

L LITERACY **LITERACY TRAINING**
12:00-2:15
SITE MEDIA CENTER

S SAFETY **T** TEAMWORK **KEYNOTE ADDRESS**
2:15-3:15
VIRTUALLY FROM SITE

T TEAMWORK **EXIT TICKET**
3:15 [EXIT TICKET LINK](#)

BUS BACK TO HOME SITE

YOU WILL BEGIN AT DENFELD GYM
DRAFT

**AUGUST 26
HIGH SCHOOL
PARAS/ COTAS**

B BELONGING **T** TEAMWORK **INDIGENOUS GAMES**
8:00-10:15
DENFELD GYM

S SAFETY **T** TEAMWORK **REUNIFICATION TRAINING**
10:00-11:00
DENFELD AUDITORIUM

BUS TO AFTERNOON SITE 11:00-11:30

TO LESTER PARK	TO MYERS WILKINS	TO LOWELL	TO PIEDMONT
ECFE CONGDON LESTER LAKEWOOD ORDEAN	MECROFT SCREENING ROCKRIDGE JOB COACHES	MYERS ECSE EAST	LOWEL LINCOLN MERRITT CHESTER LAURA MAC
			PIEDMONT STOWE DENFELD

LUNCH 11:30-12:00  **BE SURE TO PACK A LUNCH**

L LITERACY **LITERACY TRAINING**
12:00-2:15
SITE MEDIA CENTER

S SAFETY **T** TEAMWORK **KEYNOTE ADDRESS**
2:15-3:15
VIRTUALLY FROM SITE

T TEAMWORK **EXIT TICKET**
3:15 [EXIT TICKET LINK](#)

BUS BACK TO HOME SITE

PROFESSIONAL DEVELOPMENT

DRAFT

KEYNOTE ADDRESS

“11 FOR JACOB”

ALISON FEIGH

Alison Feigh, MS, is the Director of Jacob Wetterling Resource Center, a program of Zero Abuse Project. In her 20+ years of missing children advocacy, she works with students, parents, youth workers, faith leaders, law enforcement and the media to help prevent childhood abuse and abductions. Alison’s work also includes writing curriculum for youth-serving organizations, training professionals about online challenges kids face and advocating for families of the missing. She is the author of two children’s books and co-author of a textbook, “Sex Crimes and Offenders: Exploring Questions of Character and Culture.” She was recently awarded the 2024 Visionary Voice Award from the National Sexual Violence Resource Center.



THIS PD DAY SCHEDULE WAS CREATED WITH INPUT FROM

- ✓ EXIT TICKET RESPONSES
- ✓ DISTRICT LEADERSHIP
- ✓ STATE MANDATES
- ✓ PD ADVISORY COMMITTEE

The #11forJacob movement was born out of a need to shift the focus from how Jacob Wetterling died to how he truly lived. We honor his memory by asking others to live out the 11 traits that Jacob exemplified: Be fair, Be kind, Be understanding, Be honest, Be thankful, Be a good sport, Be a good friend, Be joyful, Be generous, Be gentle with others, and Be positive. This presentation walks through some of what was learned during the abduction/trial process.

PROFESSIONAL DEVELOPMENT

NOVEMBER 3

PROFESSIONAL DEVELOPMENT DAY



PROFESSIONAL DEVELOPMENT

DRAFT

FEATURED SPEAKER

RICKY WHITE



RICKY RECEIVED HIS MASTERS IN EDUCATION FROM ST. MARY'S UNIVERSITY/MINNEAPOLIS AND HIS BACHELORS FROM LAKEHEAD UNIVERSITY. MR. WHITE HAS EARNED MANY AWARDS AND ACCOMPLISHMENTS SUCH AS THE 2014 MINNESOTA AMERICAN INDIAN ADMINISTRATOR OF THE YEAR AND THE MINNESOTA AMERICAN INDIAN TEACHER OF THE YEAR. RICKY HAS 20+ YEARS TEACHING EXPERIENCE AND CURRENTLY IS A PROFESSOR AT NDSU AS WELL AS AN EDUCATIONAL CONSULTANT.



FEEDBACK FROM THE FOLLOWING INFORMED THIS PD CATALOG
EXIT TICKET FEEDBACK DISTRICT LEADERSHIP
PD ADVISORY COMMITTEE CURRICULUM CYCLES

PROFESSIONAL DEVELOPMENT

GEN ED CERT GR. K + 1

MYERS-
WILKINS

GRADE K ROOM: 324
GRADE 1 ROOM: 325



7:30-11:30

CURRICULUM: LITERACY + MATH

LUNCH 11:30-12:30

GRADE K ROOM: 324

12:30-2:00

CURRICULUM: SCIENCE
+ SOCIAL STUDIES

GRADE 1 ROOM: 325

12:30-1:00

CURRICULUM: SOC. ST.

1:00-2:00

PBIS + MTSS



2:15-3:15

PBIS + MTSS



2:15-3:15

CURRICULUM: SCIENCE

3:15-3:30

EXIT TICKET LINK

CEU AND RELICENSURE CERTIFICATES WILL BE DISTRIBUTED
IN PERSON AT THE END OF APPLICABLE SESSIONS
**YOU MUST BE PRESENT TO RECEIVE
YOUR CERTIFICATE**

THE FUTURE:
SOME HIGHLIGHTS OF
WHAT YOUR TEAM WILL
ACCOMPLISH THIS YEAR
IN PD.

- 1208: K-5 SITE-CENTERED CURRICULUM FOCUS
- 0102: ASYNCHRONOUS PD CHOICE BOARD
- 0302: CULTURAL COMPETENCY COMPONENT

PD FLIGHT PLAN PLAN SUBJECT TO CHANGE

SECONDARY GEN ED CERT DENFELD

7:30-8:15

NAVIGATOR TRAINING

REPORT TO DEPARTMENT ROOM (SEE BELOW)

[VIRTUAL LINK](#)



8:30-9:15

GRADING ALIGNMENT

DENFELD AUDITORIUM



9:30-11:30

DEPARTMENT BREAK OUTS

- MATH/ MATH INTER. MIDDLE SCHOOL: 3304
- MATH/ MATH INTER. HIGH SCHOOL: 3306
- ENGLISH/ RD INTER. MIDDLE SCHOOL: 2304
- ENGLISH/ RD INTER. HIGH SCHOOL: 2306
- SOCIAL STUDIES: 3312
- SCIENCE: 2000
- HEALTH: 2216
- ART, SEC: 1301
- ART, ELEM: 1305
- WRD LANG: 2302
- CTE/CCLR: 1312
- MUSIC, SEC: 1026
- MUSIC, ELEM: 1018
- ELL: 3215
- PHYED: 3311
- MEDIA: 2010

LUNCH 11:30-12:30

12:30-3:15

CULTURAL COMPETENCY, PT 1

DENFELD AUDITORIUM



3:15-3:30

EXIT TICKET LINK

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**YOU MUST BE PRESENT TO RECEIVE
YOUR CERTIFICATE**

THE FUTURE:
SOME HIGHLIGHTS OF
WHAT YOUR TEAM WILL
ACCOMPLISH THIS YEAR
IN PD.

- 1208: COMPLETION OF CULTURAL COMPETENCY
- 0102: ASYNCHRONOUS PD CHOICE BOARD
- 0302: DEDICATED TIME FOR YOUR DEPARTMENT

PD FLIGHT PLAN PLAN SUBJECT TO CHANGE

PROFESSIONAL DEVELOPMENT

PROFESSIONAL DEVELOPMENT

DECEMBER 8



CERTIFIED GEN ED GRADES K + 1

7:30-11:30 CURRICULUM: LITERACY+ MATH+SEL GR. K RM: 324
GR. 1 RM: 325

11:30-12:30 LUNCH

12:30-2:15 CURRICULUM: SCIENCE +SOC.ST.

2:30-3:15 ARTIF. INTELLIGENCE VIRTUAL LINK

3:15-3:30 EXIT TICKET LINK

CEU + RELICENSURE
CERTIFICATES WILL BE
DISTRIBUTED IN
PERSON AT THE END OF
APPLICABLE SESSIONS.
**YOU MUST BE PRESENT
TO RECEIVE YOUR
CERTIFICATE** (!)

DRAFT

CERTIFIED GEN ED GRADES 6-12

8:00-12:00 NAVIGATING DULUTH'S CULTURAL LANDSCAPE: A GUIDE, PT II  **AUDITORIUM**

12:00-1:00 LUNCH

1:00-1:45 GRADING ALIGNMENT **AUDITORIUM**

2:00-3:15 DEPARTMENT FOCUS **SEE ROOMS BELOW**

3:30-4:00 ARTIF. INTELLIGENCE **VIRTUAL LINK**

EXIT TICKET LINK

CEU + REL
CERTIFICATE
DISTR
PERSON ATTH
APPLICABLE
YOU MUST BE
TO RECEIVE YOUR
CERTIFICATE

DRAFT

MATH/MATH INTERV. MIDDLE SCH: 2057
MATH/MATH INTERV. HIGH SCH: 2059
ENGLISH/RD INTERV. MIDDLE SCH: 2024
ENGLISH/RD INTERV. HIGH SCH: 2025
SOCIAL STUDIES: 2033
WORLD LANG: 3033
SCIENCE: 3001
HEALTH: 2009

CTE/CCLR: 1049
ART 6-12: 2071
ART K-5: 2021
MUSIC K-5: 1091
MUSIC 6-12: 1087
MEDIA: 2045
ELL: 2022
PHYED/DAPE: 2014

PROFESSIONAL DEVELOPMENT

ASYNCHRONOUS PD DAY WORKSHEET

Certified Staff

Dec 19-Jan 9

- ✓ Legal Video Required
- ✓ Choose One From Each Row
- ✓ complete Vector Module
- ✓ Must Be Completed by Jan 9

REQUIRED REQUIRED FOR ALL STAFF

APD-B01
BELONGING
LEGAL VIDEO

<p>APD-B02 BELONGING CULTURES OF BELONGING</p>	<p>APD-B03 BELONGING DARING CLASSROOMS</p>	<p>APD-B04 BELONGING WHAT WE MAKE VISIBLE TO CHILDREN</p>	<p>APD-B05 BELONGING INDIAN HORSE FILM</p>	<p>APD-B06 BELONGING STUDENT CENTERED TEACHING</p>
<p>APD-L01 LITERACY U.S. LITERACY RATES DECLINING</p>	<p>APD-L02 LITERACY STOP TALKING ABOUT THE LITERACY CRISIS</p>	<p>APD-L04 LITERACY TEACHERS GUIDE TO TEACHING ELL</p>	<p>APD-L05 LITERACY EVERY INTERVENTION MORE EFFECTIVE</p>	<p>APD-L08 LITERACY CAPTI READ BASIX</p>
<p>APD-A01 ATTENDANCE SOCIAL STUDIES FIELD GUILDE</p>	<p>APD-A02 ATTENDANCE AERODYNAMICS OF EXCEPTIONAL SCHOOLS</p>	<p>APD-A03 ATTENDANCE ACES AND HEALTH</p>	<p>APD-A04 ATTENDANCE ADHD/AUTISM ACCOMODATIONS</p>	<p>APD-A05 ATTENDANCE EXECUTIVE FUNCTION IN TEAMS</p>
<p>APD-S01 SAFETY AI MISTAKES IN EDUCATION</p>	<p>APD-S02 SAFETY AI + THE FUTURE OF EDUCATION</p>	<p>APD-S03 SAFETY SUICIDE PREVENTION IN SCHOOLS, PT1</p>	<p>APD-S04 SAFETY MENTAL HEALTH + SUCCESS IN SCHOOL</p>	<p>APD-S05 SAFETY PREVENTION DE ESCALATION</p>
<p>APD-T01 TEAMWORK RATIONAL DETATCHMENT</p>	<p>APD-T02 TEAMWORK EXPERIMENTAL MINDSET</p>	<p>APD-T03 TEAMWORK TURNING CONFLICT INTO PROGRESS</p>	<p>SEE EMAIL TEAMWORK MCA/ALT MCA</p>	<p>APD-T04 TEAMWORK FASTBRIDGE</p>

PROFESSIONAL DEVELOPMENT



PROFESSIONAL

DEVELOPMENT

MARCH 2ND



PROFESSIONAL DEVELOPMENT

PARA PD DAY-JAN 16

- **Individual Schedules for 300+ paras**
- **Read Act compliance**

FACILITIES PD DAYS

- February 17, ~~18~~, ~~19~~ + ~~20~~
 - School day cleaning
 - Summer cleaning
 - East and Denfield
-
- **Try again April Break**

MAY 4th PD DAY

- **Read Act, phase 2 begins**
- **Social Studies new curriculum**
- **Para Read Act compliance complete**

S.A.F.A.R.I.

- **S=Safety**
- **A=Attendance**
- **F=Family Engagement**
- **A=Acceptance**
- **R=Read Act**
- **I=Informed by Data**



PROFESSIONAL DEVELOPMENT

COW Agenda Cover Sheet

Meeting Date: Tuesday, March 3, 2026

Topic: Budget Update

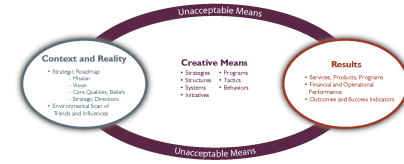
Presenter(s): Simone Zunich, Exec. Dir. of Finance & Business Services

Attachment: Yes - 2026-27 Guiding Change Document

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

Simone will provide an update on the budget reduction and reallocation happening for the 2026-27 school year while covering the main topics of the 2026-27 DPS Guiding Change document.

This Requires School Board Approval : No



Focus Statement: Achieving necessary budget adjustments while aligning resources to the district priorities and positioning us to make effective decisions now and into the future.

Reality “The Why”	Parameters “The How”	Results “The What”
<ul style="list-style-type: none"> ● Increased costs in special education, transportation and insurance ● Inflation costs ● Continued unfunded legislative mandates requiring resources ● Stable enrollment ● Current projected deficit of for FY27 \$4M ● Priority areas are - supporting every student, advancing equity and improving systems 	<ul style="list-style-type: none"> ● Continue alignment of funding and operations to district priorities: <ul style="list-style-type: none"> ○ Continue to support student needs throughout the district ○ Continue to advance equity efforts throughout the district (e.g. Continue to allocate additional resources to students with the greatest need.) ○ Continue to improve systems throughout the district ● Follow laws, policies, regulations & contracts ● Avoid going into Statutory Operating Debt ● Avoid additional fund balance depletion ● Support identified November 2023 referendum commitments <ul style="list-style-type: none"> ○ Maintain essential social emotional and mental health supports ○ Continue to support HS Schedule improvements ○ Maintain essential academic supports ● Develop reduction and realignment options with representative stakeholder input ● Make decisions with proper or sufficient data 	<ul style="list-style-type: none"> ● Balanced budget for 2026-2027 ● Utilize a transparent and engaging process for budget reductions and reallocations for FY27 ● Prioritize and protect classroom needs as much as possible ● Develop and forecast balanced budgets ● Examine all legacy practices with a lens of fiscal accountability ● Protects school district's fiscal health by continually seeking efficiencies and identifying new sources of funding, such as grants and investment opportunities

Policy Committee Meeting
 Duluth Public Schools, ISD 709
 Agenda
 Tuesday, March 10, 2026
 District Services Center
 709 Portia Johnson Dr.
 Duluth, MN 55811
 4:30 PM

- 1. AGENDA ITEMS**
- 2. POLICIES FOR FIRST READING**
 - A. 909 Family, Community, and School Engagement - tabled 2
- 3. POLICIES FOR SECOND READING**
 - A. 542 Intra-District Transfers (renumbering and update to 5040 Transfers within the School District) 6
- 4. REGULATIONS & FORMS - Informational**
 - A. 542R Intra-District Transfers (renumbering and update to 5040R Student Transfers) 10
 - B. 542F Request for Student Intra-District Transfer Form (renumbering and update to 5040F) 17
- 5. POLICIES FOR REVIEW**
 - A. 507.5 School Resource Officers 22
 - B. 513 Student Promotion, Retention, and Program Design 25
 - C. 519 Interviews of Students by Outside Agencies 27
 - D. 601 School District Curriculum and Instruction Goals 29
 - E. 616 School District System Accountability 32
 - F. 621 Literacy and the Read Act 37
 - G. 709 Student Transportation Safety Policy 46
- 6. OTHER**

909 FAMILY, COMMUNITY AND SCHOOL ENGAGEMENT

I. PURPOSE

The Duluth School Board honors the diversity of families and recognizes the important role parents, guardians and families play in the education of their children. The Board encourages partnerships between the district administration, schools, and families in order to share the responsibility of educating our students. The board recognizes that academic achievement and success of our students depends on the strength of the partnerships developed among students, parents, families, schools, and community.

II. GENERAL STATEMENT

The Minnesota Department of Education (MDE) defines Family and Community Engagement as a process and a practice rooted in relational-trust which creates opportunities for equitable partnerships between families and school and district staff. These partnerships, from birth to graduation, nurture shared responsibility for students' academic and social success and honor the lived experiences, expertise, and cultural knowledge of all partners - students, teachers, families, and communities.

The district values and encourages face-to-face relationships that:

- Create safe spaces where everyone is welcomed and valued as an expert in their role.
- Encourage families, schools and communities to work together to improve student success.
- Enable a range of voices to be heard by decision-makers.
- Are accessible to parents and community leaders from diverse backgrounds.
- Devote sufficient resources to parent engagement and community outreach.

III. MINNESOTA STANDARDS OF FAMILY/SCHOOL PARTNERSHIPS

A. Welcoming, Communicating, and Supporting Success

1. **Sustain high-trust, and reciprocal relationships:** Schools initiate communication with families and invite them to be a meaningful part of students' learning experience by providing a welcoming, reliable, humble and productive interaction each and every time. They honor every family by acknowledging them as equal partners.
2. **Amplify family voice:** Schools lead with listening. Families know their children and want to advocate for and facilitate their child's learning. Obtaining and action on family feedback, prioritizing families from groups that have been historically and persistently marginalized, is essential to maximizing student and school success.
3. **Link families to learning:** Partnering with families is a prerequisite for students' academic success. Everyone is a teacher and everyone is a learner. Schools, families and communities bolster learning when they co-create and share expectations for students' growth and development.

4. **Expect all departments and staff to partner with families and communities:** High expectations, high support and accountability for all school staff members lead to meaningful family engagement. Coherent district family engagement infrastructure embeds high-quality, culturally responsive professional development at all levels of the system and within all major functional areas (e.g. budgets, facilities, curriculum adoptions, staff unions, etc.)
5. **Commit to continuous improvement:** As family engagement practices become widely implemented, understood and valued within your school, family and community feedback develops essential data that deepens decision-making processes and continuous improvement efforts. Family Engagement action plans, even those integrated within programmatic improvement plans, are regularly refreshed in response to the needs and desires of education partners.
6. **Use inclusive and transparent communication:** Ensure that all messages are culturally and linguistically appropriate, timely, accessible, and clear by designing communications plans featuring multimodal two-way communications mechanisms based on the references of each family.
7. **See school as a community space:** School buildings and grounds are welcoming, nurturing and openly shared resources for families and community members. Schools leverage other community resources and organizations to expand access to learning opportunities beyond the traditional school day and calendar.

IV. DISTRICT RESPONSIBILITIES AND PROGRAMS

- A. Academic Achievement and Training
 1. **Academic Support:** The district will support parent groups to engage families in promoting increased academic achievement and attendance.
 2. **Capacity Building:** The district will provide opportunities for family learning that builds understanding and capacity of families to be involved in school review and improvement.
 3. **Accountability:** Information on each school's progress in meeting accountability measures will be shared with families.
 4. **Family Materials and Training:** The district will provide materials and training, such as literacy and technology instruction, by:
 - a) Developing and offering programs such as family nights and parent/guardian academies.
 - b) Providing information on improving academic performance at events

like back-to-school nights, open houses, and parent-teacher conferences.

- B. The district will educate staff on how to work with families as equal partners by:
1. Developing curriculum and offering training for staff on engaging families to increase achievement.
 2. Producing and disseminating materials on family engagement successes.
 3. Normalizing family engagement as part of the discourse on improving academic achievement.
 4. Recognizing and publicizing family engagement successes and their impact.
- C. Communication Standards
1. **Accessibility:** Information related to school and parent programs must be sent in an understandable and uniform format.
 2. **Language and Format:** To the extent practicable, communications will be provided in a language families can understand and in alternative formats upon request.
 3. **Surveys:** The District will conduct a Climate Survey each fall and spring to survey families' perceptions regarding feeling welcome, communication, and involvement opportunities.
- D. Expectation for Parent-Teacher Organizations
1. **Independent Status:** Organizations must be legally constituted as independent, non-profit entities with their own tax identification number, bank account, and liability insurance.
 2. **Bylaws and Leadership:** Each organization shall adopt bylaws that do not conflict with district policies or laws.
 3. **Fundraising and Financials:** All fundraising must align with district policy; organizations are responsible for the proper management of all funds.
 4. **Alignment and Communication:** Activities must support the mission of the school and district; organizations must maintain open communication with the principal.

5. **Non-Partisan Status:** Organizations shall remain non-commercial, non-sectarian, and non-partisan.

V. EXPRESSING MATTERS OF CONCERN

When parents/guardians have concerns about their child, staff, or policy issues, they are encouraged to address the concerns as soon as possible to avoid issues escalating. Often, simple respectful communication will resolve an issue. The district believes that issues are best resolved at the level closest to the occurrence. Therefore, parents/guardians should first contact the staff member closest to the situation, usually a teacher or coach.

- A. If a resolution can not be found, the principal is the second contact.
- B. At the district level, the elementary or secondary director of education can be the third contact if a resolution can not be found with the building principal.
- C. If resolution cannot be found at the principal or director level, the assistant superintendent is the next level of contact.
- D. The superintendent is to be the last level of contact.

Legal Reference: [LEGAL REFERENCES]

Cross Reference: MnMTSS Family and Community Engagement (FACE) Framework

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

I. PURPOSE

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

II. DEFINITIONS

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

III. GENERAL STATEMENT OF POLICY

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

Approval of **Intra-district** Transfer Requests

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

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

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

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

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

Timelines for **Intra-district** Transfer Requests

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

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

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

5040—1 of 1

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

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5040—1 of 1

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542R INTRA-DISTRICT TRANSFERS

Process and Procedure

1. Initiation and Decision-Making on Intra-district Transfer Requests

Parents or guardians desiring to transfer their child from their home residential attendance area to another attendance area in the School District must complete a Request for Student Intra-district Transfer form and submit it to the Enrollment Center for Assistant Superintendent approval or denial.

In addition, parents or guardians desiring to transfer their child from their attendance area school to an alternative program must submit an application Request for Student Intra-district Transfer Form. These programs are Myers-Wilkins Spanish Immersion, Lowell Spanish Immersion, Lowell Ojibwe Immersion, and Lincoln Park Middle School Spanish Immersion.

2. Intra-district Transfer Guidelines and Consideration

The Assistant Superintendent will take into consideration teacher/student ratio, class size, building capacity, student attendance rate, and building populations when making intra-district transfer decisions.

3. Revoking Intra-district Transfer Based on Attendance

An approved intra-district transfer may be revoked based on an attendance rate that is less than 90% of enrolled days. Excused, unexcused, and partial day absences count towards the consistent attendance rate calculation.

To consider a revocation, a school must provide documented evidence of following established notification and truancy process and procedures to the Office of Assistant Superintendent via email, which should include a copy of the proposed revocation notification to the family.

Upon revoking an approved intra-district transfer, the school must give in writing a five business day notice of revocation with a stated start date in the attendance area school.

4. Transfer Appeal Board

The Assistant Superintendent will convene the Transfer Appeal Board upon the request of the applicant for applications submitted by the due dates stated in the Timelines for Transfer Request. Requests submitted after the due date will not be considered until the following semester.-The Transfer Appeal Board will be made up of one school board member and a district administrator other than the Assistant Superintendent.

The Transfer Appeal Board will uphold the criteria itemized in the Intra-district Transfer Guidelines and Consideration. In addition, the Transfer Appeal Board will prioritize the information from the Request for Student Intra-District Transfer Form (542F) in consideration for their decision-making determination.

5. Moving to a New Attendance Area

When a student who has been approved for an intra-district transfer moves to another attendance area, the student may continue to attend the approved assigned school in which they began until the end of 5th grade or 8th grade.

It is the responsibility of the parent or guardian to continue to transport the student to and from the requested school until the intra-district transfer has expired at the end of 5th or 8th grades.

6. Eligibility for Co-curricular Activities Competition
Athletic ability and the preference to participate on another school's athletic team will not be considered as a valid reason for requesting a transfer of schools. To be eligible to represent a school as a member of an athletic or academic team, a student must reside with his/her parent(s) or legal guardian(s) within the boundaries of the attendance area of that school or be attending that school with a valid transfer. All participation must be consistent with Minnesota State High School League (MSHSL) rules.
7. Definition "Homeless Children and Youth"
Means individuals who lack a fixed, regular, and adequate nighttime residence; and includes – children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative accommodations; are living in emergency shelters; are abandoned in hospitals; or are awaiting foster care placement.

Adopted: 09-08-1981 ISD 709
 Revised: 02-21-1995
 06-20-1995
 03-19-2002
 11-19-2002
 05-18-2004
 04-19-2005
 01-15-2008
 03-17-2009
 04-23-2009
 05-19-2009
 07-21-2010
 07-09-2013
 11-18-2014 ISD 709
 03-10-2026

5040R 542R STUDENT INTRA-DISTRICT TRANSFERS

Process and Procedure

1. Initiation and Decision-Making on Intra-district Transfer Requests
Parents or guardians desiring to transfer their child from their home residential attendance area to another attendance area in the School District must complete a Request for Student Intra-district Transfer form and submit it to the Enrollment Center for Assistant Superintendent approval or denial.

In addition, parents or guardians desiring to transfer their child from their attendance area school to an alternative program must submit an application Request for Student Intra-district Transfer Form. These programs are Myers-Wilkins Spanish Immersion, Lowell Spanish Immersion, Lowell Ojibwe Immersion, and Lincoln Park Middle School Spanish Immersion.

2. Intra-district Transfer Guidelines and Consideration
The Assistant Superintendent will take into consideration teacher/student ratio, class size, and class space building capacity, student attendance rate, and building populations when making intra-district transfer decisions. For the purpose of transfer consideration, the following class size guideline will be used when determining transfer requests:

Kindergarten: (24)
Kindergarten Immersion (24)
Grade 1 (26)
Grade 1-2 (26)
Grade 2 (26)
Grade 2-3 (26)
Grade 3 (28)
Grade 3-4 (28)
Grade 4 (28)
Grade 4-5 (28)
Grade 5 (28)

~~Middle and High School: Teacher/Student ratios, class size, and classroom space will also be considered when making transfer decisions for middle and high school students~~

3. Revoking Intra-district Transfer Based on Attendance
An approved intra-district transfer may be revoked based on an attendance rate that is less than 90% of enrolled days. Excused, unexcused, and partial day absences count towards the consistent attendance rate calculation.

To consider a revocation, a school must provide documented evidence of following established notification and truancy process and procedures **to the Office of Assistant Superintendent via email, which should include a copy of the proposed revocation notification to the family.**

Upon revoking an approved intra-district transfer, the school must give in writing a five business day notice of revocation with a stated start date in the attendance area school.

- ~~3.~~ Transfer Appeal Board
The Assistant Superintendent will convene the Transfer Appeal Board upon the request of the applicant for applications submitted by the due dates stated in the Timelines for Transfer Request. Requests submitted after the due date will not be considered until the following

semester.-The Transfer Appeal Board will be made up of one school board member and a district administrator other than the Assistant Superintendent. ~~and two community members, keeping in mind the need to maintain a balance of representation across the district. Unique circumstances may require exceptions to these timelines.~~

The Transfer Appeal Board will uphold the criteria itemized in the Intra-district Transfer Guidelines and Consideration. In addition, the Transfer Appeal Board will prioritize the information from the Request for Student Intra-District Transfer Form (542F) in consideration for their decision-making determination.

~~The priority of teacher/student ratio, class size and classroom space are of utmost importance and the Transfer Appeal Board will work to uphold these standards. The principal will be consulted by the Transfer Appeal Board to best understand the details of these circumstances before an approval. Criteria that may be considered include previous attended school, staff request, sibling attendance and student eligible for federal lunch subsidy.~~

4. Moving to a New Attendance Area

~~Parents and guardians who move from one attendance area to another within the School District are requested to notify the principals involved two (2) weeks prior to the actual move. The former school is responsible for forwarding all appropriate records.~~

When a student **who has been approved for an intra-district transfer** begins an educational program in a school and his/her parent(s) or guardian(s) moves to another attendance area, the student may continue to attend the approved assigned school in which ~~he/she~~ **they** began **until the end of 5th grade or 8th grade.**

It is the responsibility of the parent **or guardian** to **continue to** transport the student to and from the requested school ~~or to and from the established bus stop serving the requested school~~ **until the intra-district transfer has expired at the end of 5th or 8th grades.**

5. Eligibility for Co-curricular Activities Competition

Athletic ability and the preference to participate on another school's athletic team will not be considered as a valid reason for requesting a transfer of schools. To be eligible to represent a school as a member of an athletic or academic team, a student must reside with his/her parent(s) or legal guardian(s) within the boundaries of the attendance area of that school or be attending that school with a valid transfer. All participation must be consistent with **Minnesota State High School League (MSHSL)** rules.

6. The Term Definition "Homeless Children and Youth"

Means individuals who lack a fixed, regular, and adequate nighttime residence; and includes – children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative accommodations; are living in emergency shelters; are abandoned in hospitals; or are awaiting foster care placement.

Adopted: 09-08-1981 ISD 709

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03-17-2009

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05-19-2009
07-21-2010
07-09-2013
11-18-2014 ISD 709

5040R 542R STUDENT INTRA-DISTRICT TRANSFERS

Process and Procedure

1. Initiation and Decision-Making on Intra-district Transfer Requests
Parents or guardians desiring to transfer their child from their home residential attendance area to another attendance area in the School District must complete a Request for Student Intra-district Transfer form and submit it to the Enrollment Center for Assistant Superintendent approval or denial.

In addition, parents or guardians desiring to transfer their child from their attendance area school to an alternative program must submit an application Request for Student Intra-district Transfer Form. These programs are Myers-Wilkins Spanish Immersion, Lowell Spanish Immersion, Lowell Ojibwe Immersion, and Lincoln Park Middle School Spanish Immersion.

2. Intra-district Transfer Guidelines and Consideration
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Kindergarten Immersion (24)
Grade 1 (26)
Grade 1-2 (26)
Grade 2 (26)
Grade 2-3 (26)
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Grade 4 (28)
Grade 4-5 (28)
Grade 5 (28)

~~Middle and High School: Teacher/Student ratios, class size, and classroom space will also be considered when making transfer decisions for middle and high school students~~

3. Revoking Intra-district Transfer Based on Attendance
An approved intra-district transfer may be revoked based on an attendance rate that is less than 90% of enrolled days. Excused, unexcused, and partial day absences count towards the consistent attendance rate calculation.

To consider a revocation, a school must provide documented evidence of following established notification and truancy process and procedures.

Upon revoking an approved intra-district transfer, the school must give in writing a 5 business day notice of revocation with a stated start date in the attendance area school.

- ~~3. Transfer Appeal Board
The Assistant Superintendent will convene the Transfer Appeal Board upon the request of the applicant for applications submitted by the due dates stated in the Timelines for Transfer Request. Requests submitted after the due date will not be considered until the following semester. The Transfer Appeal Board will be made up of one school board member, a district administrator other than the Assistant Superintendent, and two community members,~~

~~keeping in mind the need to maintain a balance of representation across the district. Unique circumstances may require exceptions to these timelines.~~

~~The priority of teacher/student ratio, class size and classroom space are of utmost importance and the Transfer Appeal Board will work to uphold these standards. The principal will be consulted by the Transfer Appeal Board to best understand the details of these circumstances before an approval. Criteria that may be considered include previous attended school, staff request, sibling attendance and student eligible for federal lunch subsidy.~~

4. Moving to a New Attendance Area

~~Parents and guardians who move from one attendance area to another within the School District are requested to notify the principals involved two (2) weeks prior to the actual move. The former school is responsible for forwarding all appropriate records.~~

When a student **who has been approved for an intra-district transfer** begins an educational program in a school and his/her parent(s) or guardian(s) moves to another attendance area, the student may continue to attend the approved assigned school in which he/she **they** began **until the end of 5th grade or 8th grade.**

It is the responsibility of the parent **or guardian** to **continue to** transport the student to and from the requested school **or to and from the established bus stop serving the requested school** **until the intra-district transfer has expired at the end of 5th or 8th grades.**

5. Eligibility for Co-curricular Activities Competition

Athletic ability and the preference to participate on another school's athletic team will not be considered as a valid reason for requesting a transfer of schools. To be eligible to represent a school as a member of an athletic or academic team, a student must reside with his/her parent(s) or legal guardian(s) within the boundaries of the attendance area of that school or be attending that school with a valid transfer. All participation must be consistent with **Minnesota State High School League (MSHSL)** rules.

The Term "Homeless Children and Youth"

Means individuals who lack a fixed, regular, and adequate nighttime residence; and includes – children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative accommodations; are living in emergency shelters; are abandoned in hospitals; or are awaiting foster care placement.

Adopted: 09-08-1981 ISD 709

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01-15-2008

03-17-2009

04-23-2009

05-19-2009

07-21-2010

07-09-2013

11-18-2014 ISD 709

REQUEST for STUDENT INTRA-DISTRICT TRANSFER FORM

Duluth Public Schools

218-336-8739

17

Intra-district transfers are when a student lives inside the boundaries of Duluth Public Schools, but would like to attend a different school than the one assigned by address. These requests are approved or denied based on many factors, including, but not limited to, class size, building capacity, student needs, current attendance rate, and student to teacher ratio.

- An approval or denial should be expected within 15 calendar days of form submission.
- Approved requests will be implemented either at the start of the school year or at the beginning of second semester.
- [An applicant can appeal the decision according to Policy 542 if application is denied.](#)
- Intra-district transfer requests for the following school year must be submitted prior to **February 1st**.
- Intra-district transfer requests for the upcoming school year for kindergarten must be submitted by **March 15th**.
- Second semester transfer requests must be submitted by **December 1st**.

Student's Full Name (please print)

Student's Current Grade

Street Address

Duluth, MN 55_____

I request my child transfer from _____ to _____
Assigned School / Program Requested School / Program

Check priority reason for request:

- | | | |
|---|---|---|
| <input type="checkbox"/> Sibling(s) currently attend the requested school | <input type="checkbox"/> Student's childcare is in requested school's attendance area | |
| <input type="checkbox"/> New to district enrollment | <input type="checkbox"/> Parent workplace location is in requested school's attendance area | |
| <input type="checkbox"/> Student is child of a staff member at requested school | <input type="checkbox"/> Spanish Immersion | <input type="checkbox"/> Ojibwe Immersion |
| <input type="checkbox"/> Due to KEY Zone capacity | <input type="checkbox"/> Other _____ | |

NOTE: Minnesota State High School League (www.mshsl.org) rules regulate eligibility of students in grades seven through twelve who transfer to a school other than the one in whose attendance area they reside. If your child participates in, or plans to participate in, high school athletics/activities and you feel an eligibility issue may affect your child, please contact the school athletic director for specific information before submitting this request.

READ BEFORE SIGNING: If this intra-district transfer is approved, I understand:

- It is my responsibility to transport the student to and from the requested school.
- The rules of the Minnesota State High School League regarding transfers between secondary schools may affect my child's eligibility for athletics and activities.
- An approved intra-district transfer expires at the end of 5th grade and the end of 8th grade. To continue attendance at a school that is not assigned by address from an elementary to a middle school or a middle school to a high school, a new intra-district transfer request must be submitted by designated timelines.
- Consistent attendance, as defined by attending 90% or more of enrolled days, must be maintained while attending requested school/program or the approved intra-district transfer may be revoked. Excused, unexcused, and partial day absences count towards the consistent attendance rate.

Submit form to: Enrollment Center, Duluth Public Schools 709 Portia Johnson Drive Duluth, MN 55811

Parent / Guardian Name (please print)

Cell Phone

Work Phone

85

Parent / Guardian Signature

Date

OFFICE USE ONLY

CONSIDERATION CHECKLIST

Is this a new to district enrollment? [] YES [] NO 18
Note any special circumstances with this new enrollment? _____

Does the student have an IEP? [] YES [] NO
If yes, date of special education notification? DATE: _____

Is the student identified as FIT? [] YES [] NO
If yes, date of FIT Coordinator notification? DATE: _____

Prior Spanish or Ojibwe Immersion enrollment? [] YES [] NO [] Not Applicable
If yes, which grade levels and location? _____

Current Infinite Campus Chronic Absenteeism rate? _____ (Date Data Accessed: _____)
Chronic Absenteeism rate accessed in Infinite Campus; target percentage of < 10%

If bullying/harassment noted as request reason, has principal been consulted? [] YES (Date: _____) [] NO
Note from Principal _____

Application Notes - (If applicable, such as Immersion, IEP, FIT, or other considerations):

[] APPROVED
Assigned School: _____ Assigned Grade Level: _____
Assigned Program at School (if applicable): _____
Effective: School Year _____ Semester: One Two

[] DENIED Reason for Denial:
Building Capacity _____
Grade Level Class Size _____
Program Capacity _____
Chronic Absenteeism Rate _____
(Chronic Absenteeism Rate; target <10% as calculated in Infinite Campus)
Other _____

If denied: IF APPLICABLE, ALTERNATIVE PLACEMENT RECOMMENDATION

First Recommended Alternative School: _____ Assigned Grade Level: _____
Second Recommended Alternative School: _____ Assigned Grade Level: _____
Notes for Recommendation(s): _____

REQUEST for STUDENT INTRA-DISTRICT TRANSFER FORM

Duluth Public Schools

218-336-8739

19

Intra-district transfers are when a student lives inside the boundaries of Duluth Public Schools, but would like to attend a different school than the one assigned by address. These requests are approved or denied based on many factors, including, but not limited to, class size, building capacity, student needs, current attendance rate, and student to teacher ratio.

- An approval or denial should be expected within 15 calendar days of form submission.
- Approved requests will be implemented either at the start of the school year or at the beginning of second semester.
- Intra-district transfer requests for the following school year must be submitted prior to **February 1st**.
- Intra-district transfer requests for the upcoming school year for kindergarten must be submitted by **March 15th**.
- Second semester transfer requests must be submitted by **December 1st**.

Student's Full Name (please print)

Student's Current Grade

Duluth, MN 55_____

Street Address

I request my child transfer from _____ to _____
Assigned School / Program Requested School / Program

Check priority reason for request:

- Sibling(s) currently attend the requested school Student's childcare is in requested school's attendance area
- New to district enrollment Parent workplace location is in requested school's attendance area
- Student is child of a staff member at requested school Spanish Immersion Ojibwe Immersion
- Due to KEY Zone capacity Other _____

NOTE: Minnesota State High School League (www.mshsl.org) rules regulate eligibility of students in grades seven through twelve who transfer to a school other than the one in whose attendance area they reside. If your child participates in, or plans to participate in, high school athletics/activities and you feel an eligibility issue may affect your child, please contact the school athletic director for specific information before submitting this request.

READ BEFORE SIGNING: If this intra-district transfer is approved, I understand:

- It is my responsibility to transport the student to and from the requested school.
- The rules of the Minnesota State High School League regarding transfers between secondary schools may affect my child's eligibility for athletics and activities.
- An approved intra-district transfer expires at the end of 5th grade and the end of 8th grade. To continue attendance at a school that is not assigned by address from an elementary to a middle school or a middle school to a high school, a new intra-district transfer request must be submitted by designated timelines.
- Consistent attendance, as defined by attending 90% or more of enrolled days, must be maintained while attending requested school/program or the approved intra-district transfer may be revoked. Excused, unexcused, and partial day absences count towards the consistent attendance rate.

Submit form to: Enrollment Center, Duluth Public Schools 709 Portia Johnson Drive Duluth, MN 55811

Parent / Guardian Name (please print)

Cell Phone

Work Phone

87

Parent / Guardian Signature

Date

OFFICE USE ONLY

CONSIDERATION CHECKLIST

Is this a new to district enrollment? [] YES [] NO 20
Note any special circumstances with this new enrollment? _____

Does the student have an IEP? [] YES [] NO
If yes, date of special education notification? DATE: _____

Is the student identified as FIT? [] YES [] NO
If yes, date of FIT Coordinator notification? DATE: _____

Prior Spanish or Ojibwe Immersion enrollment? [] YES [] NO [] Not Applicable
If yes, which grade levels and location? _____

Current Infinite Campus Chronic Absenteeism rate? _____ (Date Data Accessed: _____)
Chronic Absenteeism rate accessed in Infinite Campus; target percentage of < 10%

If bullying/harassment noted as request reason, has principal been consulted? [] YES (Date: _____) [] NO
Note from Principal _____

Application Notes - (If applicable, such as Immersion, IEP, FIT, or other considerations):

[] APPROVED
Assigned School: _____ Assigned Grade Level: _____
Assigned Program at School (if applicable): _____
Effective: School Year _____ Semester: One Two

[] DENIED Reason for Denial:
Building Capacity _____
Grade Level Class Size _____
Program Capacity _____
Chronic Absenteeism Rate _____
(Chronic Absenteeism Rate; target <10% as calculated in Infinite Campus)
Other _____

If denied: IF APPLICABLE, ALTERNATIVE PLACEMENT RECOMMENDATION

First Recommended Alternative School: _____ Assigned Grade Level: _____
Second Recommended Alternative School: _____ Assigned Grade Level: _____
Notes for Recommendation(s): _____

The Duluth Public School District is committed to high quality academic and development opportunities for all students within each of its elementary, middle school, and high school settings. Serving the unique student centered needs of each student is a primary value and evident in the "Duluth Public Schools experience." The district acknowledges that unique circumstances may exist giving consideration for a request to transfer to a site outside the family's attendance area. The parent/guardian may initiate the transfer request process by completing this transfer request form. The Assistant Superintendent, guided by School Board Policy 5040 and Regulation 5040R, with regard for teacher/student ratio, class size, classroom space and building populations, will allow or deny a transfer request after careful consideration of the application information.

Approved student transfer requests will be implemented either at the beginning of the school year or at the beginning of a school year's second semester. Transfer requests for the following school year must be submitted prior to **April 30th**. Second semester transfer requests must be submitted by **December 1st**.

Transfers not approved by the Assistant Superintendent may be appealed to the Transfer Appeal Board. The Assistant Superintendent will convene the Transfer Appeal Board upon the request of the applicant for applications submitted by the due dates stated in the timelines for transfer request. Requests submitted after the due date will not be considered until the following semester.

Student's Full Name (please print): _____ *Current Grade* _____

Street Address _____ Duluth, MN 55_____

I request my child transfer from: _____ to _____
Assigned School *Requested School*

School year transfer request to become effective: _____ Semester: One Two

The Reason for this request is based on the following unique and compelling need: _____

NOTE: Minnesota State High School League (www.mshsl.org) rules regulate eligibility of students in grades seven through twelve who transfer to a school other than the one in whose attendance area they reside. If your child participates in, or plans to participate in, high school athletics/activities and you feel an eligibility issue may affect your child, please contact the school athletic director for specific information before submitting this request.

Parent/Guardian Name (please print): _____ *Home Phone* _____ *Work/Cell Phone* _____

READ BEFORE SIGNING: I understand that if this request is approved, it is my responsibility to transport the student to and from the requested school or to and from an established bus stop serving the requested school. I also understand that if this request is approved, the rules of the Minnesota State High School League regarding transfers between secondary schools may affect my child's eligibility for sports and activities.

Parent/Guardian Signature _____ *Date* _____

Please return to: Office of the Assistant Superintendent, Duluth Public Schools, 709 Portia Johnson Drive, Duluth, MN 55811

For District Use Only

Date Application Received: _____

Approved Not Approved

Assistant Superintendent of Schools Signature _____ *Date* _____

Student will be assigned to _____ on _____ at _____
School *Starting Date* *Grade Level*

507.5 SCHOOL RESOURCE OFFICERS

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

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

IV. CONTRACTUAL DUTIES

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

the public as a whole.

V. TRAINING

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

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

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

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

MN Department of Public Safety: [FAQs for Mandated School Resource Officer \(SRO\) Requirements](#) (accessed 10/02/25)
 U.S. Department of Education: [FAQs on Photos and Videos under FERPA](#) (accessed 10/02/25)
 U.S. Department of Education: [School Resource Officers, School Law Enforcement Units, and the Family Educational Rights and Privacy Act \(FERPA\)](#) (accessed 10/02/25)
 U.S. Department of Education: [Does FERPA distinguish between School Resource Officers \(SROs\) and other local police officers who work in a school?](#) (accessed 10/02/25)

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

513 STUDENT PROMOTION, RETENTION, AND PROGRAM DESIGN

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

A. Promotion

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

B. Retention

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

C. Program Design

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

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

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

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

Cross References: MSBA/MASA Model Policy 613 (Graduation Requirements)
 MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)
 MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)
~~MSBA/MASA Model Policy 617 (School District Ensurance of Preparatory and High School Standards)~~
 MSBA/MASA Model Policy 618 (Assessment of Student Achievement)
 MSBA/MASA Model Policy 620 (Credit for Learning)
 Policy 6240 (Demonstration of Mastery for Credit)

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Revised: 04-17-2018 ISD 709
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 Revised: 09-05-2024
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 Reviewed:

519 INTERVIEWS OF STUDENTS BY OUTSIDE AGENCIES

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. INTERVIEWS CONDUCTED UNDER THE MALTREATMENT OF MINORS ACT

- A. In the case of an investigation pursuant to the Reporting of Maltreatment of Minors Act, Minnesota Statutes Chapter 260E, a local welfare agency, the agency responsible for investigating the report, and a local law enforcement agency may interview, without parental consent, an alleged victim and any minors who currently reside with or who have resided with the alleged perpetrator. The interview may take place at school and during school hours **or at any facility or other place where the alleged victim or other children might be found or the child may be transported to, and the interview may be conducted at a place appropriate for the interview of a child designated by the local welfare agency or law enforcement agency.** School district officials will work with the local welfare agency, the agency responsible for investigating the report, or law enforcement agency to select a place appropriate for the interview. When it is possible and the report alleges substantial child endangerment or sexual abuse, the interview may take place outside the presence of the alleged offender and may take place prior to any interviews of the alleged offender.

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

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

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

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

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

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

First Reading: 02.11.25
Second Reading: 03.13.25
Adopted: 03.18.25

601 SCHOOL DISTRICT CURRICULUM AND INSTRUCTION GOALS

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

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

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

IV. LONG-TERM STRATEGIC PLAN

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

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

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

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

First Reading: 12.03.2024
 Second Reading: 01.21.2025
 Adopted: 01.28.2025

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I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

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

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

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

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

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

C. Implementation of Graduation Requirements

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

D. Comprehensive Continuous Improvement of Student Achievement

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

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

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

E. Reporting

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

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

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

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

Legal References:

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

Cross References:

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

First Reading: 12.03.2024
Second Reading: 01.21.2025
Adopted: 01.28.2025

621 LITERACY AND THE READ ACT

I. PURPOSE

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

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

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

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

IV. READING SCREENER; PARENT NOTIFICATION AND INVOLVEMENT

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

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

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

V. IDENTIFICATION AND REPORT

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

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

VI. INTERVENTION

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

VII. LOCAL LITERACY PLAN

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

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

VIII. STAFF TRAINING

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

IX. STAFF DEVELOPMENT

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

X. LITERACY AID USES

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

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

Cross References: None

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

709 STUDENT TRANSPORTATION SAFETY POLICY

I. PURPOSE

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

II. PLAN FOR STUDENT TRANSPORTATION SAFETY TRAINING

A. School Bus Safety Week

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

B. Student School Bus Safety Training

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

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

C. Active Transportation Safety Training

1. Training Required

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

2. Instruction

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

III. CONDUCT ON SCHOOL BUSES AND CONSEQUENCES FOR MISBEHAVIOR

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

1. School Bus and Bus Stop Rules

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

2. Rules at the Bus Stop

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

3. Rules on the Bus

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

4. Consequences

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

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

(1) Other Discipline

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

(2) Records

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

(3) Vandalism/Bus Damage

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

(4) Notice

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

(5) Criminal Conduct

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

IV. PARENT AND GUARDIAN INVOLVEMENT

A. Parent and Guardian Notification

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

B. Parents/Guardians Responsibilities for Transportation Safety

Parents/Guardians are responsible to:

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

V. SCHOOL BUS DRIVER DUTIES AND RESPONSIBILITIES

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

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

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

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

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

VI. SCHOOL BUS DRIVER TRAINING

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

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

B. Evaluation

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

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

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

VII. OPERATING RULES AND PROCEDURES

A. General Operating Rules

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

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

B. Type III Vehicles

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

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

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

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

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

VIII. SCHOOL DISTRICT EMERGENCY PROCEDURES

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

IX. SCHOOL DISTRICT VEHICLE MAINTENANCE STANDARDS

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

X. SCHOOL TRANSPORTATION SAFETY DIRECTOR

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

XI. STUDENT TRANSPORTATION SAFETY HAZARD COMMITTEE

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

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

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

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

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

Replaces: 3150 & 3160
 First Reading: 12.16.2025
 Second Reading: 01.13.2026
 Adopted: 01.20.2026

Consent Agenda - Regular School Board Meeting

Duluth Public Schools, ISD 709

Agenda

Tuesday, March 24, 2026

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

6:30 PM

1. Consent Agenda

A. Approval of Minutes from Past School Board Meetings

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

B. Approval of Action Items

1) Human Resources

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

2) Finance

- a. Financial Report 7

- b. Fundraisers 8

- c. Bids, RFPs and Quotes

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

- d. Contracts, Change Orders, Leases

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

4) Other

- a. Diploma Requests 94

- b. Field Trip Requests - N/A

- c. Data Sharing Agreements

C. Approval of Policy Readings

1) First Readings - None

2) Second Readings

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

3) Policies for Review

- a. 507.5 School Resource Officers 107

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

- c. 519 Interviews of Students by Outside Agencies 116

- d. 601 School District Curriculum and Instruction Goals 120

- e. 616 School District System Accountability 126

- f. 621 Literacy and the Read Act 136

- g. 709 Student Transportation Safety Policy 154

4) Policies for Deletion - None

D. Approval of Committee Reports

By approving Committee Reports, the board acknowledges and approves all

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

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

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

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

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

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

2. Roll Call

3. Pledge of Allegiance

4. Approval of the Agenda

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

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

5. School and Community Recognition
 None

6. Report of the Superintendent

6.A. Reports from Student School Board Representatives

East Student Representative Mattila presented their Student Report.

ALC Student Representative Henderson Garcia introduced themselves.

6.B. Superintendent's Report

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

Budget Reduction Update

Legislative Update

Litigation Update

Other

6.C. Schedule of Meetings and Events

7. Report of Standing Committees

7.A. Committee of the Whole

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

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

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

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

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

Member Loeffler-Kemp presented the Policy Committee Report.

8. General Board Committee Updates

Member Mikesell gave an update on the Wellness Committee.

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

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

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

9. Consent Agenda

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

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

Yea: 7, Nay: 0

10. Resolutions from Committee Reports

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

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

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

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

Yea: 7, Nay: 0

11. Special Resolutions and Action Items

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

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

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

Yea: 7, Nay: 0

Discussion was had.

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

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

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

11.C. Approval of Individual Contract for Assistant Superintendent

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

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

Discussion was had.

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

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

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

Discussion was had.

12. Questions / Other

13. Adjournment

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

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

HUMAN RESOURCES ACTION ITEMS FOR: March 24, 2026

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



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

BUDGET SUMMARY

3/3/2026 Percent spent

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

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

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

**Fundraisers Reported
February 2026**

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

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

March 4, 2026



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

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

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

Dear Board Members:

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

Work Scope 1 – Mechanical

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

BASE BID: \$494,390.00

TOTAL \$494,390.00

Work Scope 2 – Electrical

Benson Electric Company – Superior, WI

BASE BID: \$30,000.00

TOTAL \$30,000.00

Work Scope 3 – Site Improvements

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

BASE BID: \$170,815.00

TOTAL \$170,815.00

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

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

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

Regards,

Mark Needham
Project Manager

MN/rw
Enclosures



LAKWOOD ELEMENTARY BOILER REPLACEMENT

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



BID TABULATIONS

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

WORK SCOPE 01 - Mechanical

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	A.G. O'Brien Plumbing & Heating Co. Inc. 4907 Lightning Drive Duluth, MN 55811 218-729-9662	Shannon's, Inc. 1919 Main Avenue International Falls, MN 56649 218-417-0027	Stack Bros. Mechanical 3119 Hill Avenue Superior, WI 54880 715-398-2964	Ryan - unqualified		
BID SECURITY	Yes	Yes	Yes			
ADDENDA REC'D.	1,2	1,2	1,2			
BASE BID:	\$494,390.00	\$534,000.00	\$541,450.00			
COMBINED WORK SCOPE:			Combined WS 1 and 2 \$575,000.00			
Acknowledged MN Responsible Contractor:	X	X	X			

LAKWOOD ELEMENTARY BOILER REPLACEMENT

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



BID TABULATIONS

11

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

WORK SCOPE 01 - Mechanical

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

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

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

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

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

Base Bids

1. Work Scope 1 - MECHANICAL

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

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

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

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

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

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

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

Street Address: 4907 Lightning Drive

City: Duluth State: MN Zip: 55811

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

Name (typed or printed): Paul Konkler

Signature: 

Title: Commercial Project Manager

Date: 3/3/2026

END OF SECTION 00 41 13

BID BOND

Travelers Casualty and Surety Company of America
Hartford, CT 06183

CONTRACTOR:

(Name, legal status and address)

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

SURETY:

(Name, legal status and principal place of business)

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

OWNER:

(Name, legal status and address)

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

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

PROJECT:

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

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

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

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

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

Signed and sealed this 3 day of MARCH, 2026.

Lisa Dahl
(Witness)

[Signature]
(Principal) (Seal)

Owner
(Title)

Mary H. Otson
(Witness)

[Signature]
(Surety) (Seal)

Managing Director
(Title)



POWER OF ATTORNEY

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

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



State of Connecticut

City of Hartford ss.

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

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

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

My Commission expires the 30th day of June, 2026



[Signature] Anna P. Nowik, Notary Public

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

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

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

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

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

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

Dated this 2 day of March, 2021.



[Signature] Kevin E. Hughes, Assistant Secretary

(INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGMENT)

STATE OF _____)
COUNTY OF _____)
ss.

On the _____ day of _____, 20_____, before me, a Notary Public within and for said county, personally appeared, _____ to me known to be the person(s) described in and who executed the foregoing instrument, as Principal(s), and acknowledged to me that __he__ executed the same as __h__ free act and deed.

Notary Public, _____
County, _____
My commission expires _____

(Notarial Seal)

CORPORATE ACKNOWLEDGMENT

STATE OF MN)
COUNTY OF ST. LOUIS)
ss.

On the 3 day of MARCH 20 26, before me personally appeared CHRISTOPHER ADATTE to me known, who being by me duly sworn, did depose and say: that he resides in ST. LOUIS that he is the President of the A.G. O'BRIEN PLUMBING & HEATING CO. the corporation described in and which executed the foregoing instrument; that S he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that he/she signed his/her name thereto by like order.



Notary Public, ST. LOUIS
County, MN
My commission expires 1-31-2029

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF Minnesota)
COUNTY OF St. Louis)
ss.

On this 2 day of March, 20 26, before me appeared Benjamin Wasche to me personally known, who being by me duly sworn, did say that he is the aforesaid officer or attorney in fact of the UNITED FIRE & CASUALTY COMPANY a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its board of directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.



Notary Public, carlton
County, Minnesota
My Commission expires 1/31/2027

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

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

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

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

Base Bids

1. **Work Scope** 01 - Mechanical

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

\$ Five Hundred Thirty - Four Thousand

\$ 534,000

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

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

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

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

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

Street Address: 1919 Main Avenue

City: International Falls State: MN Zip: 56649

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

Name (typed or printed): Matt Pelowski

Signature: 

Title: Vice President

Date: 03/02/2026

END OF SECTION 00 41 13



Bid Bond

CONTRACTOR: (Name, legal status and address)

SHANNONS, INC.

1919 MAIN AVE, INTERNATIONAL FALLS, MN 566493331

OWNER: (Name, legal status and address)

ISD#709 DULUTH PUBLIC SCHOOLS

709 PORTIA JOHNSON DRIVE, DULUTH, MN 55811

BOND AMOUNT:

Five and 00/100 Percent of the Bid Amount

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

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

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

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

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




(Witness)



(Witness)


SHANNONS, INC.



(Principal)
President

(Title)

UNITED FIRE & CASUALTY COMPANY



(Surety)
Attorney in Fact Sharine K House

(Title)





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

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

POWER OF ATTORNEY

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

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

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

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

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

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

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



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

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



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

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

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



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

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

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

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

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

Base Bids

1. Work Scope 01 Mechanical

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

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

\$ 541,450.⁰⁰

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

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

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

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

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

Street Address: 3119 Hill Avenue

City: Superior State: WI Zip: 54886

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

Name (typed or printed): Josh Gordon

Signature: 

Title: Project Manager

Date: 3-3-26

END OF SECTION 00 41 13

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

Lakewood Elementary Boiler Replacement

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

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

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

AUTHORIZED ACCEPTANCE:

By Receiving Party/Contractor of Record



Signature

Josh Gordon Project Manager

Print Name and Title

Stack Bros. Mechanical

Print Name of Company

3-3-26

Date



Bid Bond

CONTRACTOR: (Name, legal status and address)

STACK BROS. MECHANICAL CONTRACTORS, INC.

3119 HILL AVE, SUPERIOR, WI 548805592

OWNER: (Name, legal status and address)

ISD 709 Duluth Public Schools

709 Portia Johnson Drive, Duluth, MN 55811

BOND AMOUNT:

Five and 00/100 Percent of the Bid Amount

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

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

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

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

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

STACK BROS. MECHANICAL CONTRACTORS, INC.

Nancy Longson
(Witness)

Mary L Olson
(Witness)

M. Stack
(Principal) President (Seal)

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



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

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

POWER OF ATTORNEY

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

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

BENJAMIN P. WASCHE, MARY LOU OLSON, INDIVIDUALLY

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

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

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

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



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

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



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

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

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



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

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

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

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

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

Base Bids

1. Work Scope 01 3 02 Mechanical + Electrical Combined

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

\$ Five hundred seventy five thousand

\$ **575,000**

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

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

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

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

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

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

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

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Base Bids

1. Work Scope 01 Mechanical

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

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

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

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

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

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

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

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

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

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

Base Bids

1. Work Scope 2 Electrical

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

\$ Thirty Seven thousand five hundred

\$ 37,500.⁰⁰

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

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

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

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


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

Street Address: 3119 Hill Avenue

City: Superior State: WI Zip: 54886

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

Name (typed or printed): Josh Gordon

Signature: 

Title: Project Manager

Date: 3-3-26

END OF SECTION 00 41 13

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

Lakewood Elementary Boiler Replacement

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

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

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

AUTHORIZED ACCEPTANCE:

By Receiving Party/Contractor of Record



Signature

Josh Gordon Project Manager

Print Name and Title

Stack Bros. Mechanical

Print Name of Company

3-3-26

Date



Bid Bond

CONTRACTOR: (Name, legal status and address)

STACK BROS. MECHANICAL CONTRACTORS, INC.

3119 HILL AVE, SUPERIOR, WI 548805592

OWNER: (Name, legal status and address)

ISD 709 Duluth Public Schools

709 Portia Johnson Drive, Duluth, MN 55811

BOND AMOUNT:

Five and 00/100 Percent of the Bid Amount

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

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

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

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

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

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

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

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

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

STACK BROS. MECHANICAL CONTRACTORS, INC.

Nancy Berguson
(Witness)

M. Stack
(Principal) President (Seal)

Mary Olson
(Witness)

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



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

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

POWER OF ATTORNEY

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

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

BENJAMIN P. WASCHE, MARY LOU OLSON, INDIVIDUALLY

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

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

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

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



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

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



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

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

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



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

LAKWOOD ELEMENTARY BOILER REPLACEMENT

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



BID TABULATIONS

37
 Tuesday, March 3, 2026 @ 10:00 a.m.

WORK SCOPE 02 - Electrical

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Benson Electric Company 1102 North 3rd Street Superior, WI 54880 715-394-5547	Duluth Electrical Contracting, Inc. 5051 Miller Trunk Hwy Duluth, MN 55811 218-724-5566	Belnap Electric, Inc. 1513 Belnap Street Superior, WI 54880 715-394-7769	Stack Bros. Mechanical 3119 Hill Avenue Superior, WI 54880 715-398-2964	Hunt Electric Corporation 4330 West 1st Street, Suite B Duluth, MN 55807 218-628-3323	Wescom, Inc. 5137 Jean Duluth Road Duluth, MN 55803 218-724-1322
BID SECURITY	Yes	Yes	Yes	Yes	Yes	Yes
ADDENDA REC'D.	1,2	1,2	1,2	1,2	1,2	1,2
BASE BID:	\$30,000.00	\$34,926.00	\$37,215.00	\$37,500.00	\$43,799.00	\$52,644.00
COMBINED WORK SCOPE:				Combined WS 1 and 2 \$575,000.00		
Acknowledged MN Responsible Contractor:	X	X	X	X	X	X

LAKWOOD ELEMENTARY BOILER REPLACEMENT

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



BID TABULATIONS

38

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

WORK SCOPE 2 - Electrical

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

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

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

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

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

Base Bids

1. **Work Scope** 02 - Electrical

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

\$ Thirty Thousand, 00/100 USD

\$ 30,000.00

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

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

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

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


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

Street Address: 1102 North 3rd Street

City: Superior State: WI Zip: 54880

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

Name (typed or printed): Nathan J. Sapik

Signature: 

Title: Vice President

Date: 03/03/2026

END OF SECTION 00 41 13



Bid Bond

CONTRACTOR: (Name, legal status and address)

BENSON ELECTRIC COMPANY INC

1102 N 3RD ST, SUPERIOR, WI 548801230

OWNER: (Name, legal status and address)

Duluth Public Schools

709 Portia Johnson Drive, Duluth, MN 55811

BOND AMOUNT:

Five and 00/100 Percent of the Bid Amount

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

Lakewood Elementary School

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

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

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

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

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

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


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



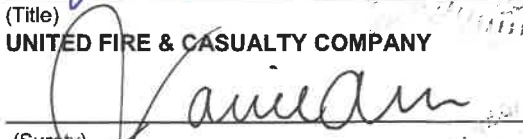
(Witness)



(Witness)

BENSON ELECTRIC COMPANY INC


(Principal) (Seal)

(Title)
UNITED FIRE & CASUALTY COMPANY


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



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

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

POWER OF ATTORNEY

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

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

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

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

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

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

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



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

State of Iowa, County of Linn, ss:

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



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

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

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



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

BPOA0053 0126

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

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

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

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

Base Bids

1. Work Scope 2 - ELECTRICAL

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

\$ THIRTY FOUR THOUSAND NINE HUNDRED TWENTY SIX DOLLARS

\$ 34,926.00

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

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

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

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

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

Street Address: 5051 MILLER TRUNK HWY

City: DULUTH State: MN Zip: 55811

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

Name (typed or printed): RICK HART

Signature: 

Title: PRESIDENT

Date: 3-3-26

END OF SECTION 00 41 13



Bid Bond

CONTRACTOR:

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

Duluth, MN 55811

SURETY:

(Name, legal status and principal place of business)

GRANITE RE, INC.
14001 Quailbrook Drive

Oklahoma City, OK 73134

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

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

OWNER:

(Name, legal status and address)

Duluth Public Schools

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

PROJECT: Project No. 1348 - Lakewood Elementary Boiler Replacement

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

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

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

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

Signed and sealed this 2nd day of March, 2026

[Signature]
(Witness)

[Signature]
(Witness)

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

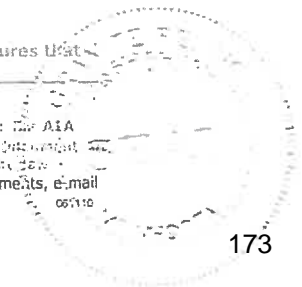
(Title) GRANITE RE, INC.
(Surety) (Seal)

(Title) Attorney-in-Fact Troy Staples

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

Init /

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ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____)
County of _____)

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

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____)
County of _____)

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

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of MN)
County of St. Louis)

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

Jennifer Cannon
Notary Public



ACKNOWLEDGMENT OF SURETY

State of Minnesota)
County of Dakota)

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

Lindsay Ann Hilderbrand
Notary Public



GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

TOM LAHL; TOM KEMP; LISA M. FRANCOUR; JENNIFER BOYLES; ZACHARY PATE; TROY STAPLES; NICHOLAS HOCHBAN; NICK DENN its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

TOM LAHL; TOM KEMP; LISA M. FRANCOUR; JENNIFER BOYLES; ZACHARY PATE; TROY STAPLES; NICHOLAS HOCHBAN; NICK DENN may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)



Kenneth D. Whittington

Kenneth D. Whittington, President
Kyle P. McDonald

Kyle P. McDonald, Assistant Secretary

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620



Anthony J. Alsdorf

Notary Public

GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
2nd day of March, 2026.



Kyle P. McDonald

Kyle P. McDonald, Assistant Secretary

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

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

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

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

Base Bids

1. Work Scope 02 - Electrical

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

\$ Thirty-Seven Thousand Two Hundred Fifteen Dollars

\$37,215.00

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

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

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

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

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

Street Address: 1513 Belknap Street

City: Superior State: WI Zip: 54880

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

Name (typed or printed): Christopher L. Krook

Signature: 

Title: President

Date: March 3rd, 2026

END OF SECTION 00 41 13



Bid Bond

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

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

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

Signed and Sealed this 3 day of March, 2026

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

Witness: Tamy Klyzli

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

Witness: Kelly McJeffery

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

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

Bond No. 2670737**POWER OF ATTORNEY**

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

Nicholas Ferrell

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

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

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

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

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

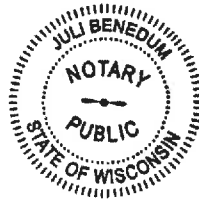
Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Robert J. Jacques
Robert J. Jacques
President

State of Wisconsin
County of Washington

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



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

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

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



Christopher C. Zwygart
Christopher C. Zwygart
Secretary

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

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

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

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

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

Base Bids

1. Work Scope 2 Electrical

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

\$ Thirty Seven thousand five hundred \$ 37,500.⁰⁰

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

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

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

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

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

Street Address: 3119 Hill Avenue

City: Superior State: WI Zip: 54886

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

Name (typed or printed): Josh Gordon

Signature: 

Title: Project Manager

Date: 3-3-26

END OF SECTION 00 41 13

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

Lakewood Elementary Boiler Replacement

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

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

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

AUTHORIZED ACCEPTANCE:

By Receiving Party/Contractor of Record



Signature

Josh Gordon Project Manager

Print Name and Title

Stack Bros. Mechanical

Print Name of Company

3-3-26

Date



Bid Bond

CONTRACTOR: (Name, legal status and address)

STACK BROS. MECHANICAL CONTRACTORS, INC.

3119 HILL AVE, SUPERIOR, WI 548805592

OWNER: (Name, legal status and address)

ISD 709 Duluth Public Schools

709 Portia Johnson Drive, Duluth, MN 55811

BOND AMOUNT:

Five and 00/100 Percent of the Bid Amount

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

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

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

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

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

STACK BROS. MECHANICAL CONTRACTORS, INC.

Nancy Berguson
(Witness)

M. Stack
(Principal) President (Seal)

Mary Olson
(Witness)

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



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

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

POWER OF ATTORNEY

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

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

BENJAMIN P. WASCHE, MARY LOU OLSON, INDIVIDUALLY

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

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

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

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



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

State of Iowa, County of Linn, ss:

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



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

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

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



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

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

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

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

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

Base Bids

1. Work Scope 01 3 02 Mechanical + Electrical Combined

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

\$ Five hundred seventy five thousand

\$ **575,000**

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

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

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

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

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

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

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

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

Base Bids

1. Work Scope 01 Mechanical

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

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

\$ 541,450.⁰⁰

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

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

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

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

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

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

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

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

Base Bids

1. Work Scope 2 Electrical

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

\$ Thirty Seven thousand five hundred

\$ 37,500.⁰⁰

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

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

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

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

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

Street Address: 3119 Hill Avenue

City: Superior State: WI Zip: 54886

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

Name (typed or printed): Josh Gordon

Signature: 

Title: Project Manager

Date: 3-3-26

END OF SECTION 00 41 13

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

Lakewood Elementary Boiler Replacement

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

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

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

AUTHORIZED ACCEPTANCE:

By Receiving Party/Contractor of Record

Signature




 Josh Gordon Project Manager

Print Name and Title



 Stack Bros. Mechanical

Print Name of Company



 3-3-26

Date



Bid Bond

CONTRACTOR: (Name, legal status and address)

STACK BROS. MECHANICAL CONTRACTORS, INC.

3119 HILL AVE, SUPERIOR, WI 548805592

OWNER: (Name, legal status and address)

ISD 709 Duluth Public Schools

709 Portia Johnson Drive, Duluth, MN 55811

BOND AMOUNT:

Five and 00/100 Percent of the Bid Amount

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

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

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

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

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

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

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

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

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

STACK BROS. MECHANICAL CONTRACTORS, INC.

Nancy Berguson
(Witness)

M. Stack
(Principal) President (Seal)

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

Mary Olson
(Witness)



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

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

65

POWER OF ATTORNEY

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

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

BENJAMIN P. WASCHE, MARY LOU OLSON, INDIVIDUALLY

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

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

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

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



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

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



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

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

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



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

BPOA0053 0126

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

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

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

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

Base Bids

1. **Work Scope** 2

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

\$ FORTY-THREE THOUSAND SEVEN HUNDRED NINETY-NINE

\$ 43,799.00

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

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

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

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

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

Street Address: 4330 West 1st St, Ste B

City: Duluth State: MN Zip: 55807

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

Name (typed or printed): Max Wyatt

Signature: 

Title: Estimator

Date: 3/3/26

END OF SECTION 00 41 13



Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

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

SURETY:

(Name, legal status and principal place of business)

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

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

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

OWNER:

(Name, legal status and address)

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

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

PROJECT Lakewood Elementary Boiler Replacement, Duluth, Minnesota

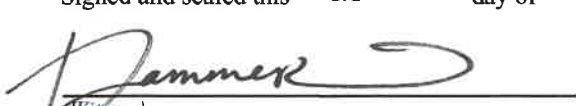

(Name, location or address, and Project number, if any)

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

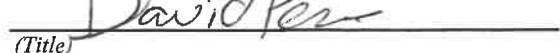
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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

Signed and sealed this 3rd day of March, 2026


(Witness)

(Witness)

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


(Title)

Western Surety Company
(Surety) *(Seal)*


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



LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____)

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

Notary Public, _____
County, _____
My Commission Expires _____

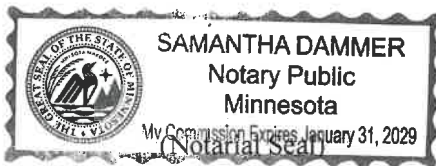
(Notarial Seal)

CORPORATE ACKNOWLEDGEMENT

STATE OF Minnesota)
COUNTY OF St. Louis)

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

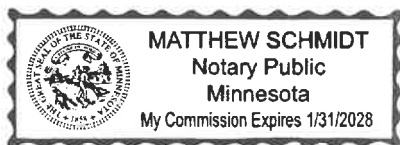
Dammer
Notary Public, St. Louis
County, Minnesota
My Commission Expires 1.31.29



ACKNOWLEDGEMENT OF CORPORATE SURETY

STATE OF Minnesota)
COUNTY OF Dakota)

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



(Notarial Seal)

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

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

- In Unlimited Amounts -

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

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

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



WESTERN SURETY COMPANY

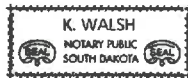
Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

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

My commission expires

December 4, 2031



K. Walsh, Notary Public

CERTIFICATE

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



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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

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

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

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

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

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

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

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

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

Lakewood
Boiler

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

Base Bids

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

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

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

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

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

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


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

Street Address: 5137 Jean Duluth Rd

City: Duluth State: MN Zip: 55803

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

Name (typed or printed): Eric Schillereff

Signature: 

Title: Lead Estimator

Date: 3/3/26

END OF SECTION 00 41 13

AIA Document A310™ – 2010

Bid Bond

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

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

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

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

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

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



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

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

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

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

Signed and sealed this 3rd day of March 2026

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

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

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

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

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

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

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



By: [Signature]
Cathy Smith
President

Attest: [Signature]
Ignacio Rivera
General Counsel & Secretary

STATE OF NEW JERSEY, COUNTY OF MIDDLESEX

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

Notary Stamp here

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

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

SECRETARY'S CERTIFICATE

The undersigned, Ignacio Rivera, hereby certifies:

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

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

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

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

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

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

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



AMERICAN ALTERNATIVE INSURANCE CORPORATION

[Signature]
Ignacio Rivera
General Counsel & Secretary

TRS-1001-1

LAKWOOD ELEMENTARY BOILER REPLACEMENT

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



BID TABULATIONS

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

WORK SCOPE 03 - Site Improvements

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	unqualified R & K Industries LLC DBA Diversified Paving 23633 66th Avenue St. Augusta, MN 56301					
BID SECURITY	Yes					
ADDENDA REC'D.	2					
BASE BID:	\$170,815.00					
COMBINED WORK SCOPE:						
Acknowledged MN Responsible Contractor:						

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

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

BID FROM: Diversified Paving

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

Base Bids

1. **Work Scope** 3

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

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

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

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

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

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

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

Street Address: 23633 66th Ave.

City: Saint Augusta State: MN Zip: 56301

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

Name (typed or printed): Kyle New

Signature: Kyle New

Title: P.M.

Date: 3-2-2026

END OF SECTION 00 41 13

ESTIMATE DATE: 3/2/2026



Raeann Wynn
ICS Builds

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

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

Site work

Remove Trees and stumps. Dispose off site

Remove topsoil and stock pile for restoration

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

Install Geotextile fabric

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

Aggregate Base Material and geotextile fabric

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

Excludes

Permits

Testing

Soil Corrections

Shouldering or Turf Restoration

Damage to Underground Utilities and Lines

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

Concrete Flat Work per plan provided with thickened edges

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

Excludes

Gravel Base Material

Sub Base Preparation

Permits

Testing

Soil Corrections

Shouldering or Turf Restoration

Damage to Underground Utilities and Lines

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

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

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Restoration with hydro seeding around tank site

Install 2 bollards with plastic covers per plan

Concrete Flat Work

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

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

Chain Link Fence around tank site

Mobilization and bond

Total Bid: \$170,815

Terms

30% Down Payment

Net 15 Days

Price is good for 15 days from sent date.

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

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

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

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

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Net 15 Days

Price is good for 15 days from sent date.

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

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

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

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

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

Sincerely,
Diversified Paving

Paul Reinert
President



Paul Signiture.pdf

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

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Signature: _____ Date: _____.



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

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

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

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

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

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

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

PROJECT MANUAL – VOLUME 1 of 1

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

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

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

DRAWINGS

Civil:

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

Mechanical:

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

END OF ADDENDUM #002



Site tour w/ question and answer.

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

WORK SCOPE 03
SITE IMPROVEMENTS

1.01 SITE IMPROVEMENTS

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

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

1.02 PROJECT SPECIFIC SCOPE CLARIFICATIONS

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

WORK SCOPE 03
SITE IMPROVEMENTS

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

WORK SCOPE 03
SITE IMPROVEMENTS

1.03 SPECIAL COORDINATION OR INSTALLATION REQUIREMENTS

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

1.04 MATERIAL HANDLING AND STORAGE

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

END OF WORK SCOPE 03

ADDENDUM NO. 2

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

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

CHANGES TO BIDDING REQUIREMENTS

CHANGES TO DRAWINGS:

Civil

Drawing C601 – Civil Details
 1) Issued Drawing C601.

Mechanical

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

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

PRODUCT APPROVALS:

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

ATTACHMENTS:

Drawing C601 – CIVIL DETAILS

END OF ADDENDUM 2



Bid Bond

CONTRACTOR:

(Name, legal status and address)

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

St. Augusta, MN 56301

SURETY:

(Name, legal status and principal place of business)

Swiss Re Corporate Solutions America Insurance Corporation

1200 Main St. Suite 800

Kansas City, MO 64105-2478

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

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

OWNER:

(Name, legal status and address)

ISD#709-Duluth Public Schools

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

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

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

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

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

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

Signed and sealed this 2nd day of March, 2026

[Signature]

(Witness)

[Signature]

(Witness)

R & K Industries LLC DBA Diversified Paving

(Principal)

(Title)

Swiss Re Corporate Solutions America Insurance Corporation

(Surety)

(Title) Attorney-in-Fact

Troy Staples

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

Init

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

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____)
County of _____)

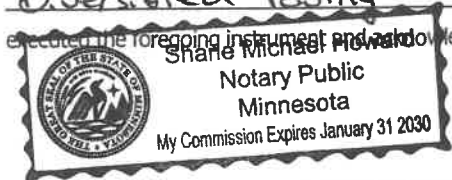
On this _____ day of _____, in the year _____, before me personally come(s) _____, to me known and known to me to be the person(s) who (is) (are) described in and executed the foregoing instrument and acknowledge(s) to me that he/she executed the same.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of Minnesota)
County of Stearns)

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



[Signature]
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of _____)
County of _____)

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

Notary Public

ACKNOWLEDGMENT OF SURETY

State of Minnesota)
County of Dakota)

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



[Signature]
Notary Public

SWISS RE CORPORATE SOLUTIONS

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

GENERAL POWER OF ATTORNEY

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

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

JOINTLY OR SEVERALLY

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

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

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

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

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



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

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

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

this 9TH day of FEBRUARY, 20 23

State of Illinois
County of Cook

SS

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

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



Christina Manisco, Notary

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



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

February 26, 2026

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

Dear Mr. Bonds:

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

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
Wyatt Walters	Duluth Public Schools	1/21/2026

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

Nathan Glöckle
Principal

Kathleen Wilson
Sr. Clerical
Area Learning Center

February 24, 2026

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

Dear Mr. Bonds:

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

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
Christian Holmes	Duluth Public Schools	3/20/2026
Alexander A Andersen	Duluth Public Schools	2/25/2026

- Requested for Bridge graduates per Lisa Post.

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

Nathan Glöckle
Principal

Kathleen Wilson
Sr. Clerical
Area Learning Center

MEMORANDUM

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

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

James Harris

3/6/2026

MEMORANDUM

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

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

Simon Walters

3/6/2026

MEMORANDUM

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

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

Lilyana DeLuca

3/6/2026

March 9, 2026

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

Dear Mr. Bonds:

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

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
Sylas Quade	Duluth Public Schools	3/9/2026

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

Nathan Glöckle
Principal

Kathleen Wilson
Sr. Clerical
Area Learning Center

March 18, 2026

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

Dear Mr. Bonds:

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

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
Eli Auger	Duluth Public Schools	4/8/2026

- Requested for Bridge graduates per Lisa Post.

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

Nathan Glöckle
Principal

Kathleen Wilson
Sr. Clerical
Area Learning Center

542 INTRA-DISTRICT TRANSFERS

I. PURPOSE

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

II. DEFINITIONS

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

III. GENERAL STATEMENT OF POLICY

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

Approval of Intra-district Transfer Requests

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

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

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

Continuation of Approved Education Intra-district Transfer

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

Timelines for Intra-district Transfer Requests

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

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

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

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

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

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

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

Timelines for **Intra-district** Transfer Requests

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

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

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06-20-1995
03-19-2005
05-17-2005
02-12-2008
12-16-2014 ISD 709

5040—1 of 1

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

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

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

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Revised: 02-21-1995
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5040—1 of 1

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

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

507.5 SCHOOL RESOURCE OFFICERS

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

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

IV. CONTRACTUAL DUTIES

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

the public as a whole.

V. TRAINING

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

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

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

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

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

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

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

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

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

513 STUDENT PROMOTION, RETENTION, AND PROGRAM DESIGN

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

A. Promotion

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

B. Retention

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

C. Program Design

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

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

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

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

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

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

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 - b. match the level, complexity, and pace of the curriculum to a student to achieve the best type of academic acceleration for that student.

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

Cross References: MSBA/MASA Model Policy 613 (Graduation Requirements)
 MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)
 MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)
~~MSBA/MASA Model Policy 617 (School District Ensurance of Preparatory and High School Standards)~~
 MSBA/MASA Model Policy 618 (Assessment of Student Achievement)
 MSBA/MASA Model Policy 620 (Credit for Learning)
 Policy 6240 (Demonstration of Mastery for Credit)

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

519 INTERVIEWS OF STUDENTS BY OUTSIDE AGENCIES

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. INTERVIEWS CONDUCTED UNDER THE MALTREATMENT OF MINORS ACT

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

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

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

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

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

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

519 INTERVIEWS OF STUDENTS BY OUTSIDE AGENCIES

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

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

III. INTERVIEWS CONDUCTED UNDER THE MALTREATMENT OF MINORS ACT

- A. In the case of an investigation pursuant to the Reporting of Maltreatment of Minors Act, Minnesota Statutes Chapter 260E, a local welfare agency, the agency responsible for investigating the report, and a local law enforcement agency may interview, without parental consent, an alleged victim and any minors who currently reside with or who have resided with the alleged perpetrator. The interview may take place at school and during school hours **or at any facility or other place where the alleged victim or other children might be found or the child may be transported to, and the interview may be conducted at a place appropriate for the interview of a child designated by the local welfare agency or law enforcement agency.** School district officials will work with the local welfare agency, the agency responsible for investigating the report, or law enforcement agency to select a place appropriate for the interview. When it is possible and the report alleges substantial child endangerment or sexual abuse, the interview may take place outside the presence of the alleged offender and may take place prior to any interviews of the alleged offender.

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

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

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

- D. School district officials shall have discretion to reasonably schedule the time, place, and manner of an interview by a local welfare or local law enforcement agency on school district premises. However, where the alleged perpetrator is believed to be a school district official or employee, the local welfare or local law enforcement agency will have discretion to determine where the interview will be held. The interview must be conducted not more than **twenty-four (24)** hours after the receipt of the notification unless another time is considered necessary by agreement between the school district officials and the local welfare or law enforcement agency. However, school district officials must yield to the discretion of the local welfare or law enforcement agency concerning other persons in attendance at the interview. School district officials will make every effort to reduce the disruption to the educational program of the child, other students, or school staff when an interview is conducted on school district premises.
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Legal References: Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)

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

First Reading: 02.11.25
Second Reading: 03.13.25
Adopted: 03.18.25

601 SCHOOL DISTRICT CURRICULUM AND INSTRUCTION GOALS

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

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

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

IV. LONG-TERM STRATEGIC PLAN

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

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

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

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

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

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- C. "Benchmark" means specific knowledge or skill that a student must master to complete part of an academic standard by the end of the grade level or grade band.
- D. "Comprehensive Achievement and Civic Readiness" means striving to: meet school readiness goals; close the academic achievement gap among all racial and ethnic groups of students and between students living in poverty and students not living in poverty; have all students attain career and college readiness before graduating from high school; have all students graduate from high school; and prepare students to be lifelong learners.
- E. "Culturally sustaining" means integrating content and practices that infuse the culture and language of Black, Indigenous, and People of Color communities who have been and continue to be harmed and erased through the education system.
- F. "Curriculum" means district or school adopted programs and written plans for providing students with learning experiences that lead to expected knowledge, skills, and career and college readiness.
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- H. "Experiential learning" means learning for students that includes career exploration through a specific class or course or through work-based experiences such as job shadowing, mentoring, entrepreneurship, service learning, volunteering, internships, other cooperative work experience, youth apprenticeship, or employment.
- I. "Institutional racism" means structures, policies, and practices within and across institutions that produce outcomes that disadvantage those who are Black, Indigenous, and People of Color.
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 3. a system to periodically review and evaluate the effectiveness of all instruction and curriculum, taking into account strategies and best practices, student outcomes, principal evaluations under Minnesota Statutes, section 123B.147, subdivision 3, students' access to effective teachers who are members of populations underrepresented among the licensed teachers in the district or school and who reflect the diversity of enrolled students under Minnesota Statutes, section 120B.35, subdivision 3(b)(2), and teacher evaluations under Minnesota Statutes, section 122A.40, subdivision. 8, or 122A.41, subdivision 5;
 4. strategies for improving instruction, curriculum, and student achievement, including the English and, where practicable, the native language development and the academic achievement of English learners;
 5. a process to examine the equitable distribution of teachers and strategies to ensure children in low-income families, children in families of People of Color, and children in American Indian families are not taught at higher rates than other children by inexperienced, ineffective, or out-of-field teachers;

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

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

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

First Reading: 12.03.2024
 Second Reading: 01.21.2025
 Adopted: 01.28.2025

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I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

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

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

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

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

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

C. Implementation of Graduation Requirements

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

D. Comprehensive Continuous Improvement of Student Achievement

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

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

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

E. Reporting

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

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

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

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

Legal References:

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

Cross References:

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

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

I. PURPOSE

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 - d. Advising the school board about development of the annual budget.
3. The District Advisory Committee shall meet the following criteria:
 - a. The District Advisory Committee shall ensure active community

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

- b. The District Advisory Committee shall make recommendations to the school board on school district-wide standards, assessments, and program evaluation.
 - c. Building teams may be established as subcommittees to develop and implement an education effectiveness plan and to carry out methods to improve instruction, curriculum, and assessments as well as methods to use technology in meeting the school district improvement plan.
 - d. A local plan to evaluate student progress, using a local process, shall be used for developing a plan for assessment of student progress toward the Graduation Standards, as well as program evaluation data for use by the District Advisory Committee in the instruction and curriculum review process. This plan shall annually be approved by the school board.
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The school district shall periodically survey affected constituencies, in their native languages, where appropriate and practicable, about their connection to

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

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

Legal References:

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

Cross References:

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

First Reading: 12.03.2024
Second Reading: 01.21.2025
Adopted: 01.28.2025

621 LITERACY AND THE READ ACT

I. PURPOSE

This policy aligns with Minnesota law established in the Read Act and on other topics related to reading.

Duluth Public Schools places a high value on literacy as a core component of students' educational journey. The school district is committed to providing evidence-based reading instruction that is consistent with the Read Act, ensuring that students develop strong reading and writing skills. The school district emphasizes a comprehensive, standards based approach to literacy, encompassing foundational skills, vocabulary development, reading fluency, and reading comprehension. This dedication to literacy aims to equip every student with the essential tools for academic success and lifelong learning in all subject areas.

II. GENERAL STATEMENT OF POLICY

The school district recognizes the centrality of reading in a student's educational experience.

III. DEFINITIONS

- A. "Evidence-based" means the instruction or item described is based on reliable, trustworthy, and valid evidence and has demonstrated a record of success in increasing students' reading competency in the areas of phonological and phonemic awareness, phonics, vocabulary development, reading fluency, and reading comprehension. Evidence-based literacy instruction is explicit, systematic, and includes phonological and phonemic awareness, phonics and decoding, spelling, fluency, vocabulary, oral language, and comprehension that can be differentiated to meet the needs of individual students. Evidence-based instruction does not include the three-cueing system, as defined in subdivision 16.
- B. "Fluency" means the ability of students to read text accurately, automatically, and with proper expression.
- C. "Foundational reading skills" includes phonological and phonemic awareness, phonics and decoding, and fluency. Foundational reading skills appropriate to each grade level must be mastered in kindergarten, grade 1, grade 2, and grade 3. Struggling readers in grades 4 and above who do not demonstrate mastery of grade-level foundational reading skills must continue to receive explicit, systematic instruction to reach mastery.
- D. "Literacy specialist" means a person licensed by the Professional Educator Licensing and Standards Board as a teacher of reading, a special education teacher, or a kindergarten through grade 6 teacher, who has completed professional development approved by the Minnesota Department of Education (MDE) in structured literacy. A literacy specialist employed by the department under Minnesota Statutes, section 120B.123, subdivision 7, or by a district as a literacy lead, is not required to complete the approved training before August 30, 2025.
- E. "Literacy lead" means a literacy specialist with expertise in working with educators as adult learners. A district literacy lead must support the district's implementation of the Read Act; provide support to school-based coaches; support the implementation of structured literacy, interventions, curriculum delivery, and teacher training; assist with the development of personal learning plans; and train paraprofessionals and other support staff to support classroom literacy instruction. A literacy lead may be employed by one district, jointly by two or more districts, or may provide services to districts through a partnership with the regional service cooperatives or another district.

- F. "Multitiered system of support" or "MTSS" means a systemic, continuous improvement framework for ensuring positive social, emotional, behavioral, developmental, and academic outcomes for every student. The MTSS framework provides access to layered tiers of culturally and linguistically responsive, evidence-based practices and relies on the understanding and belief that every student can learn and thrive. Through a MTSS at the core (Tier 1), supplemental (Tier 2), and intensive (Tier 3) levels, educators provide high quality, evidence-based instruction and intervention that is matched to a student's needs; progress is monitored to inform instruction and set goals and data is used for educational decision making.
- G. "Oral language," also called "expressive language" or "receptive language," includes speaking and listening, and consists of five components: phonology, morphology, syntax, semantics, and pragmatics.
- H. "Phonemic awareness" means the ability to notice, think about, and manipulate individual sounds in spoken syllables and words.
- I. "Phonics instruction" means the explicit, systematic, and direct instruction of the relationships between letters and the sounds they represent and the application of this knowledge in reading and spelling.
- J. "Progress monitoring" means using data collected to inform whether interventions are working. Progress monitoring involves ongoing monitoring of progress that quantifies rates of improvement and informs instructional practice and the development of individualized programs using state-approved screening that is reliable and valid for the intended purpose.
- K. "Reading comprehension" means a function of word recognition skills and language comprehension skills. It is an active process that requires intentional thinking during which meaning is constructed through interactions between the text and reader. Comprehension skills are taught explicitly by demonstrating, explaining, modeling, and implementing specific cognitive strategies to help beginning readers derive meaning through intentional, problem-solving thinking processes.
- L. "Structured literacy" means an approach to reading instruction in which teachers carefully structure important literacy skills, concepts, and the sequence of instruction to facilitate children's literacy learning and progress. Structured literacy is characterized by the provision of systematic, explicit, sequential, and diagnostic instruction in phonemic awareness, phonics, fluency, vocabulary and oral language development, and reading comprehension. This approach is consistent with the principles identified in the science of reading and is designed to ensure all students develop strong foundational literacy skills.
- M. "Three-cueing system," also known as "meaning structure visual (MSV)," means a method that teaches students to use meaning, structure and syntax, and visual cues when attempting to read an unknown word.
- N. "Vocabulary development" means the process of acquiring new words. A robust vocabulary improves all areas of communication, including listening, speaking, reading, and writing. Vocabulary growth is directly related to school achievement and is a strong predictor for reading success.

IV. READING SCREENER; PARENT NOTIFICATION AND INVOLVEMENT

- A. The school district must administer an approved reading screener to students in kindergarten through grade 3 within the first six weeks of the school year, by February 15 each year, and again within the last six weeks of the school year. The screener

must be one of the screening tools approved by the Minnesota Department of Education (MDE).

- B. The school district must identify any screener it uses in the district's annual literacy plan, and submit screening data with the annual literacy plan by June 15.
- C. Schools, after administering each screener, must follow the language access plan under Minnesota Statutes, section 123B.32 and give the parent of each student who is not reading at or above grade level information from the screener about:
 - 1. the student's reading proficiency as measured by a screener approved by MDE;
 - 2. reading-related services currently being provided to the student and the student's progress; and
 - 3. strategies for parents to use at home in helping their student succeed in becoming grade-level proficient in reading in English and in their native language.
- D. For students enrolled in dual language immersion programs, the school district must measure the student's reading proficiency in English or in the program's partner language, if available, according to Article V below. Following its language access plan under Minnesota Statutes, section 123B.32, the school district must notify families with timely information about students' reading proficiency, including how the student's reading proficiency is assessed, any reading-related services or supports provided to the student and the student's progress, and strategies for families to use at home in helping students succeed in becoming grade-level proficient in reading in English or the partner language. The dual language immersion program may provide information about national research on reading proficiency for students in dual language immersion programs in the parent notification.
- E. The school district may not use this section to deny a student's right to a special education evaluation.

V. IDENTIFICATION AND REPORT

- A. Students enrolled in kindergarten, grade 1, grade 2, and grade 3, including multilingual learners and students receiving special education services, and students enrolled in dual language immersion programs, must be universally screened for mastery of foundational reading skills, including phonemic awareness, phonics, decoding, fluency, oral language, and for characteristics of dyslexia as measured by a screening tool approved by MDE. The screening for characteristics of dyslexia may be integrated with universal screening for mastery of foundational skills and expressive or receptive language mastery. The screening tool used must be a valid and reliable universal screener that is highly correlated with foundational reading skills. For students reading at grade level, beginning in the winter of grade 2, the oral reading fluency screener may be used to assess reading difficulties, including characteristics of dyslexia, without requiring a separate screening of each subcomponent of foundational reading skills.
- B. The school district must submit data on student performance in kindergarten, grade 1, grade 2, and grade 3 on foundational reading skills, including phonemic awareness, phonics, decoding, fluency, and oral language to MDE in the annual local literacy plan submission due on June 15.

- C. For students enrolled in dual language immersion programs:
1. if students are screened in the partner language, they must be screened at the same interval as the screenings in English under Paragraph A above;
 2. if the program provides instruction in foundational reading skills in English, the students receiving that instruction must be screened in English;
 3. if the program provides instruction in foundational reading skills in the partner language, the students receiving that instruction must be screened in the partner language;
 4. if no screener is available in the partner language, the school district must identify how students' reading proficiency is assessed and how the school district determines and provides targeted reading instruction in the partner language and supports to students identified as needing additional support in developing mastery of foundational reading skills; and
 5. the partner language screening tool must be approved by the school district for kindergarten through grade 3 students.
- D. Students in grades 4 and above, including multilingual learners and students receiving special education services, who do not demonstrate mastery of foundational reading skills, including phonemic awareness, phonics, decoding, fluency, and oral language, must be screened using a screening tool approved by MDE for characteristics of dyslexia and must continue to receive evidence-based instruction, interventions, and progress monitoring until the students achieve grade-level proficiency. A parent, in consultation with a teacher, may opt a student out of the literacy screener if the parent and teacher decide that continuing to screen would not be beneficial to the student. In such limited cases, the student must continue to receive progress monitoring and literacy interventions.
- E. Reading screeners in English, and in the predominant languages of school district students where practicable, must identify and evaluate students' areas of academic need related to literacy. The school district also must monitor the progress and provide reading instruction appropriate to the specific needs of multilingual learners. The school district must use an approved, developmentally appropriate, and culturally responsive screener and annually report summary screener results to the MDE Commissioner by June 15 in the form and manner determined by the MDE Commissioner.
- F. The school district must include in its local literacy plan a summary of the district's efforts to screen, identify, and provide interventions to students who demonstrate characteristics of dyslexia as measured by a screening tool approved by MDE. With respect to students screened or identified under Minnesota Statutes, section 120B.12, subdivision 2, paragraph (a), the report must include:
1. a summary of the school district's efforts to screen for characteristics of reading difficulties, including dyslexia;
 2. the number of students universally screened for that reporting year;
 3. the number of students demonstrating characteristics of dyslexia for that year; and
 4. an explanation of how students identified under this subdivision are provided with alternate instruction and interventions under Minnesota Statutes, section 125A.56, subdivision 1.

VI. INTERVENTION

- A. For each student identified under the screening identification process, the school district shall provide aligned and targeted reading intervention to accelerate student growth and reach the goal of reading at or above grade level by the end of the current grade and school year.
- B. The school district must implement progress monitoring, as defined in Minnesota Statutes, section 120B.119, for a student not reading at grade level.
- C. The school district must use evidence-based curriculum and intervention materials at each grade level that are designed to ensure student mastery of phonemic awareness, phonics, vocabulary development, reading fluency, and reading comprehension. If the school district purchases new literacy curriculum, or literacy intervention or supplementary materials, the curriculum or materials must be evidence-based as defined in Minnesota Statutes, section 120B.119.
- D. If a student does not read at or above grade level by the end of the current school year, the school district must continue to provide aligned and targeted reading intervention as defined by the MTSS framework until the student reads at grade level. School district intervention methods shall encourage family engagement and, where possible, collaboration with appropriate school and community programs that specialize in evidence-based instructional practices and measure mastery of foundational reading skills, including phonemic awareness, phonics, decoding, fluency, and oral language.
- E. By the 2025-2026 school year, intervention programs must be taught by an intervention teacher or special education teacher who has successfully completed training in evidence-based reading instruction approved by MDE. Intervention may include but is not limited to requiring student attendance in summer school, intensified reading instruction that may require that the student be removed from the regular classroom for part of the school day, extended-day programs, or programs that strengthen students' cultural connections.

VII. LOCAL LITERACY PLAN

- A. The school district must adopt a local literacy plan to have every child reading at or above grade level every year beginning in kindergarten and to support multilingual learners and students receiving special education services in achieving their individualized reading goals. The school district must update and submit the plan to the Commissioner of MDE by June 15 each year. The plan must be consistent with the Read Act, and include the following:
 - 1. a process to assess students' foundational reading skills, oral language, and level of reading proficiency and the screeners used, by school site and grade level, under Minnesota Statutes, section 120B.123;
 - 2. a process to notify and involve parents;
 - 3. a description of how schools in the school district will determine the targeted reading instruction that is evidence-based and includes an intervention strategy for a student and the process for intensifying or modifying the reading strategy in order to obtain measurable reading progress;
 - 4. evidence-based intervention methods for students who are not reading at or above grade level and progress monitoring to provide information on the effectiveness of the intervention;

5. identification of staff development needs, including a plan to meet those needs;
 6. the curricula used by school site and grade level and, if applicable, the district plan and timeline for adopting evidence-based curricula and materials starting in the 2025-2026 school year;
 7. a statement of whether the school district has adopted a MTSS framework;
 8. student data using the measures of foundational literacy skills and mastery identified by MDE for the following students:
 - a. students in kindergarten through grade 3;
 - b. students who demonstrate characteristics of dyslexia; and
 - c. students in grades 4 to 12 who are identified as not reading at grade level.
 9. the number of teachers and other staff that have completed training approved by the department;
 10. the number of teachers and other staff proposed for training in structured literacy;
 11. how the district used funding provided under the Read Act to implement the requirements of the Read Act;
 12. beginning as soon as practicable after the end of fiscal year 2026, how the district used literacy aid funding received under Minnesota Statutes, section 124D.98; and
 13. beginning on December 31, 2025, for a district with a dual language immersion program:
 - a. the program's partner language;
 - b. grade levels included in the program;
 - c. the language used to screen students' foundational reading skills;
 - d. the percentage of grade 3 students taking the Minnesota Comprehensive Assessments; and
 - e. the number of students in the program in grades 4 to 12 who are identified as not reading at grade level.
- B. Annually by June 15, the school district must post its literacy plan on the official school district website and submit it to the Commissioner of MDE using the template developed by the Commissioner.
- C. The school district must use a streamlined template developed by the Commissioner for local literacy plans that meets the requirements of Minnesota Statutes, section 120B.12, subdivision 4a, and requires all reading instruction and teacher training in reading instruction to be evidence-based.

VIII. STAFF TRAINING

- A. The district must provide training from a menu of approved evidence-based training programs to the following teachers and staff by July 1, 2026:
1. reading intervention teachers working with students in kindergarten through grade 12;
 2. all classroom teachers of students in kindergarten through grade 3 and children in prekindergarten programs;
 3. kindergarten through grade 12 special education teachers responsible for foundational reading instruction;
 4. curriculum directors;
 5. instructional support staff, contractors, and volunteers who assist in providing reading interventions under the oversight and monitoring of a trained licensed teacher;
 6. employees who select literacy instructional materials for a district; and
 7. teachers holding English as a second language teaching licenses.
- B. The school district must provide training from a menu of approved evidence-based training programs to the following teachers by July 1, 2027:
1. teachers who provide foundational reading instruction to students in grades 4 to 12;
 2. teachers who provide instruction to students in a state-approved alternative program; and
 3. teachers who provide instruction to students in dual language immersion programs.
- The Commissioner may grant a school district an extension to these deadlines.
- C. By August 30, 2025, the school district must employ or contract with a literacy lead, or be actively supporting a designated literacy specialist through the process of becoming a literacy lead. The school board may satisfy the requirements of this subdivision by contracting with another school board or cooperative unit under Minnesota Statutes, section 123A.24 for the services of a literacy lead by August 30, 2025. The school district literacy lead must collaborate with school district administrators and staff to support the school district's implementation of requirements under the Read Act.
- D. Training provided by the following may satisfy the professional development requirements under this Article:
1. a certified trained facilitator; or
 2. a training program that MDE has determined meets the professional development requirements under the Read Act.

IX. STAFF DEVELOPMENT

- A. The school district must provide training programs on evidence-based reading instruction to teachers and instructional staff in accordance with Minnesota Statutes, section 120B.12, subdivision 1, paragraphs (b) and (c) . The training must include teaching in the areas of phonemic awareness, phonics, vocabulary development, reading fluency, reading comprehension, and culturally and linguistically responsive pedagogy.
- B. The school district shall use the data under Article V. above to identify the staff development needs so that:
1. elementary teachers are able to implement explicit, systematic, evidence-based instruction in the five reading areas of phonemic awareness, phonics, fluency, vocabulary, and comprehension with emphasis on mastery of foundational reading skills as defined in Minnesota Statutes, section 120B.119 and other literacy-related areas including writing until the student achieves grade-level reading and writing proficiency;
 2. elementary teachers have sufficient training to provide students with evidence-based reading and oral language instruction that meets students' developmental, linguistic, and literacy needs using the intervention methods or programs selected by the school district for the identified students;
 3. licensed teachers employed by the school district have regular opportunities to improve reading and writing instruction;
 4. licensed teachers recognize students' diverse needs in cross-cultural settings and are able to serve the oral language and linguistic needs of students who are multilingual learners by maximizing strengths in their native languages in order to cultivate students' English language development, including academic language development, and build academic literacy; and
 5. licensed teachers are well trained in culturally responsive pedagogy that enables students to master content, develop skills to access content, and build relationships.
- C. The school district must provide staff in early childhood programs sufficient training to provide children in early childhood programs with explicit, systematic instruction in phonological and phonemic awareness; oral language, including listening comprehension; vocabulary; and letter-sound correspondence.

X. LITERACY AID USES

The school district must use its literacy aid to meet the requirements and goals adopted in the school district's local literacy plan.

Legal References: Minn. Stat. § 120B.119 (Read Act Definitions)
 Minn. Stat. § 120B.12 (Read Act Goal and Interventions)
 Minn. Stat. § 120B.123 (Read Act Implementation)
 Minn. Stat. § 123A.24 (Withdrawing from a Cooperative Unit; Appealing Denial of Membership)
 Minn. Stat. § 124D.68 (Graduation Incentives Program)
 Minn. Stat. § 124D.98 (Literacy Incentive Aid)
 Minn. Stat. § 125A.56 (Alternate Instruction Required before Assessment Referral)

Cross References: None

First Reading: 11.26.24
Second Reading: 12.03.24
Adopted: 12.17.24
Reviewed: 10.21.25
Reviewed: 03.24.26

621 LITERACY AND THE READ ACT

I. PURPOSE

This policy aligns with Minnesota law established in the Read Act and on other topics related to reading.

Duluth Public Schools places a high value on literacy as a core component of students' educational journey. The school district is committed to providing evidence-based reading instruction that is consistent with the Read Act, ensuring that students develop strong reading and writing skills. The school district emphasizes a comprehensive, standards based approach to literacy, encompassing foundational skills, vocabulary development, reading fluency, and reading comprehension. This dedication to literacy aims to equip every student with the essential tools for academic success and lifelong learning in all subject areas.

II. GENERAL STATEMENT OF POLICY

The school district recognizes the centrality of reading in a student's educational experience.

III. DEFINITIONS

- A. "Evidence-based" means the instruction or item described is based on reliable, trustworthy, and valid evidence and has demonstrated a record of success in increasing students' reading competency in the areas of phonological and phonemic awareness, phonics, vocabulary development, reading fluency, and reading comprehension. Evidence-based literacy instruction is explicit, systematic, and includes phonological and phonemic awareness, phonics and decoding, spelling, fluency, vocabulary, oral language, and comprehension that can be differentiated to meet the needs of individual students. Evidence-based instruction does not include the three-cueing system, as defined in subdivision 16.
- B. "Fluency" means the ability of students to read text accurately, automatically, and with proper expression.
- C. "Foundational reading skills" includes phonological and phonemic awareness, phonics and decoding, and fluency. Foundational reading skills appropriate to each grade level must be mastered in kindergarten, grade 1, grade 2, and grade 3. Struggling readers in grades 4 and above who do not demonstrate mastery of grade-level foundational reading skills must continue to receive explicit, systematic instruction to reach mastery.
- D. "Literacy specialist" means a person licensed by the Professional Educator Licensing and Standards Board as a teacher of reading, a special education teacher, or a kindergarten through grade 6 teacher, who has completed professional development approved by the Minnesota Department of Education (MDE) in structured literacy. A literacy specialist employed by the department under Minnesota Statutes, section 120B.123, subdivision 7, or by a district as a literacy lead, is not required to complete the approved training before August 30, 2025.
- E. "Literacy lead" means a literacy specialist with expertise in working with educators as adult learners. A district literacy lead must support the district's implementation of the Read Act; provide support to school-based coaches; support the implementation of structured literacy, interventions, curriculum delivery, and teacher training; assist with the development of personal learning plans; and train paraprofessionals and other support staff to support classroom literacy instruction. A literacy lead may be employed by one district, jointly by two or more districts, or may provide services to districts through a partnership with the regional service cooperatives or another district.

- F. "Multitiered system of support" or "MTSS" means a systemic, continuous improvement framework for ensuring positive social, emotional, behavioral, developmental, and academic outcomes for every student. The MTSS framework provides access to layered tiers of culturally and linguistically responsive, evidence-based practices and relies on the understanding and belief that every student can learn and thrive. Through a MTSS at the core (Tier 1), supplemental (Tier 2), and intensive (Tier 3) levels, educators provide high quality, evidence-based instruction and intervention that is matched to a student's needs; progress is monitored to inform instruction and set goals and data is used for educational decision making.
- G. "Oral language," also called "expressive language" or "receptive language," includes speaking and listening, and consists of five components: phonology, morphology, syntax, semantics, and pragmatics.
- H. "Phonemic awareness" means the ability to notice, think about, and manipulate individual sounds in spoken syllables and words.
- I. "Phonics instruction" means the explicit, systematic, and direct instruction of the relationships between letters and the sounds they represent and the application of this knowledge in reading and spelling.
- J. "Progress monitoring" means using data collected to inform whether interventions are working. Progress monitoring involves ongoing monitoring of progress that quantifies rates of improvement and informs instructional practice and the development of individualized programs using state-approved screening that is reliable and valid for the intended purpose.
- K. "Reading comprehension" means a function of word recognition skills and language comprehension skills. It is an active process that requires intentional thinking during which meaning is constructed through interactions between the text and reader. Comprehension skills are taught explicitly by demonstrating, explaining, modeling, and implementing specific cognitive strategies to help beginning readers derive meaning through intentional, problem-solving thinking processes.
- L. "Structured literacy" means an approach to reading instruction in which teachers carefully structure important literacy skills, concepts, and the sequence of instruction to facilitate children's literacy learning and progress. Structured literacy is characterized by the provision of systematic, explicit, sequential, and diagnostic instruction in phonemic awareness, phonics, fluency, vocabulary and oral language development, and reading comprehension. This approach is consistent with the principles identified in the science of reading and is designed to ensure all students develop strong foundational literacy skills.
- M. "Three-cueing system," also known as "meaning structure visual (MSV)," means a method that teaches students to use meaning, structure and syntax, and visual cues when attempting to read an unknown word.
- N. "Vocabulary development" means the process of acquiring new words. A robust vocabulary improves all areas of communication, including listening, speaking, reading, and writing. Vocabulary growth is directly related to school achievement and is a strong predictor for reading success.

IV. READING SCREENER; PARENT NOTIFICATION AND INVOLVEMENT

- A. The school district must administer an approved reading screener to students in kindergarten through grade 3 within the first six weeks of the school year, by February 15 each year, and again within the last six weeks of the school year. The screener

must be one of the screening tools approved by the Minnesota Department of Education (MDE).

- B. The school district must identify any screener it uses in the district's annual literacy plan, and submit screening data with the annual literacy plan by June 15.
- C. Schools, after administering each screener, must follow the language access plan under Minnesota Statutes, section 123B.32 and give the parent of each student who is not reading at or above grade level information from the screener about:
 - 1. the student's reading proficiency as measured by a screener approved by MDE;
 - 2. reading-related services currently being provided to the student and the student's progress; and
 - 3. strategies for parents to use at home in helping their student succeed in becoming grade-level proficient in reading in English and in their native language.
- D. For students enrolled in dual language immersion programs, the school district must measure the student's reading proficiency in English or in the program's partner language, if available, according to Article V below. Following its language access plan under Minnesota Statutes, section 123B.32, the school district must notify families with timely information about students' reading proficiency, including how the student's reading proficiency is assessed, any reading-related services or supports provided to the student and the student's progress, and strategies for families to use at home in helping students succeed in becoming grade-level proficient in reading in English or the partner language. The dual language immersion program may provide information about national research on reading proficiency for students in dual language immersion programs in the parent notification.
- E. The school district may not use this section to deny a student's right to a special education evaluation.

V. IDENTIFICATION AND REPORT

- A. Students enrolled in kindergarten, grade 1, grade 2, and grade 3, including multilingual learners and students receiving special education services, and students enrolled in dual language immersion programs, must be universally screened for mastery of foundational reading skills, including phonemic awareness, phonics, decoding, fluency, oral language, and for characteristics of dyslexia as measured by a screening tool approved by MDE. The screening for characteristics of dyslexia may be integrated with universal screening for mastery of foundational skills and expressive or receptive language mastery. The screening tool used must be a valid and reliable universal screener that is highly correlated with foundational reading skills. For students reading at grade level, beginning in the winter of grade 2, the oral reading fluency screener may be used to assess reading difficulties, including characteristics of dyslexia, without requiring a separate screening of each subcomponent of foundational reading skills.
- B. The school district must submit data on student performance in kindergarten, grade 1, grade 2, and grade 3 on foundational reading skills, including phonemic awareness, phonics, decoding, fluency, and oral language to MDE in the annual local literacy plan submission due on June 15.

- C. For students enrolled in dual language immersion programs:
1. if students are screened in the partner language, they must be screened at the same interval as the screenings in English under ~~¶~~Paragraph A above;
 2. if the program provides instruction in foundational reading skills in English, the students receiving that instruction must be screened in English;
 3. if the program provides instruction in foundational reading skills in the partner language, the students receiving that instruction must be screened in the partner language;
 4. if no screener is available in the partner language, the school district must identify how students' reading proficiency is assessed and how the school district determines and provides targeted reading instruction in the partner language and supports to students identified as needing additional support in developing mastery of foundational reading skills; and
 5. the partner language screening tool must be approved by the school district for kindergarten through grade 3 students.
- D. Students in grades 4 and above, including multilingual learners and students receiving special education services, who do not demonstrate mastery of foundational reading skills, including phonemic awareness, phonics, decoding, fluency, and oral language, must be screened using a screening tool approved by MDE for characteristics of dyslexia and must continue to receive evidence-based instruction, interventions, and progress monitoring until the students achieve grade-level proficiency. A parent, in consultation with a teacher, may opt a student out of the literacy screener if the parent and teacher decide that continuing to screen would not be beneficial to the student. In such limited cases, the student must continue to receive progress monitoring and literacy interventions.
- E. Reading screeners in English, and in the predominant languages of school district students where practicable, must identify and evaluate students' areas of academic need related to literacy. The school district also must monitor the progress and provide reading instruction appropriate to the specific needs of multilingual learners. The school district must use an approved, developmentally appropriate, and culturally responsive screener and annually report summary screener results to the MDE Commissioner by June 15 in the form and manner determined by the MDE Commissioner.
- F. The school district must include in its local literacy plan a summary of the district's efforts to screen, identify, and provide interventions to students who demonstrate characteristics of dyslexia as measured by a screening tool approved by MDE. With respect to students screened or identified under [Minnesota Statutes, section 120B.12, subdivision 2](#), paragraph (a), the report must include:
1. a summary of the school district's efforts to screen for characteristics of reading difficulties, including dyslexia;
 2. the number of students universally screened for that reporting year;
 3. the number of students demonstrating characteristics of dyslexia for that year; and
 4. an explanation of how students identified under this subdivision are provided with alternate instruction and interventions under [Minnesota Statutes, section 125A.56, subdivision 1](#).

VI. INTERVENTION

- A. For each student identified under the screening identification process, the school district shall provide aligned and targeted reading intervention to accelerate student growth and reach the goal of reading at or above grade level by the end of the current grade and school year.
- B. The school district must implement progress monitoring, as defined in Minnesota Statutes, section 120B.119, for a student not reading at grade level.
- C. The school district must use evidence-based curriculum and intervention materials at each grade level that are designed to ensure student mastery of phonemic awareness, phonics, vocabulary development, reading fluency, and reading comprehension. ~~Starting July 1, 2023, if~~ the school district purchases new literacy curriculum, or literacy intervention or supplementary materials, the curriculum or materials must be evidence-based as defined in Minnesota Statutes, section 120B.119.
- D. If a student does not read at or above grade level by the end of the current school year, the school district must continue to provide aligned and targeted reading intervention as defined by the MTSS framework until the student reads at grade level. School district intervention methods shall encourage family engagement and, where possible, collaboration with appropriate school and community programs that specialize in evidence-based instructional practices and measure mastery of foundational reading skills, including phonemic awareness, phonics, decoding, fluency, and oral language.
- E. By the 2025-2026 school year, intervention programs must be taught by an intervention teacher or special education teacher who has successfully completed training in evidence-based reading instruction approved by MDE. Intervention may include but is not limited to requiring student attendance in summer school, intensified reading instruction that may require that the student be removed from the regular classroom for part of the school day, extended-day programs, or programs that strengthen students' cultural connections.

VII. LOCAL LITERACY PLAN

- A. The school district must adopt a local literacy plan to have every child reading at or above grade level every year beginning in kindergarten and to support multilingual learners and students receiving special education services in achieving their individualized reading goals. The school district must update and submit the plan to the Commissioner of MDE by June 15 each year. The plan must be consistent with the Read Act, and include the following:
 - 1. a process to assess students' foundational reading skills, oral language, and level of reading proficiency and the screeners used, by school site and grade level, under Minnesota Statutes, section 120B.123;
 - 2. a process to notify and involve parents;
 - 3. a description of how schools in the school district will determine the targeted reading instruction that is evidence-based and includes an intervention strategy for a student and the process for intensifying or modifying the reading strategy in order to obtain measurable reading progress;
 - 4. evidence-based intervention methods for students who are not reading at or above grade level and progress monitoring to provide information on the effectiveness of the intervention;

5. identification of staff development needs, including a plan to meet those needs;
 6. the curricula used by school site and grade level and, if applicable, the district plan and timeline for adopting evidence-based curricula and materials starting in the 2025-2026 school year;
 7. a statement of whether the school district has adopted a MTSS framework;
 8. student data using the measures of foundational literacy skills and mastery identified by MDE for the following students:
 - a. students in kindergarten through grade 3;
 - b. students who demonstrate characteristics of dyslexia; and
 - c. students in grades 4 to 12 who are identified as not reading at grade level.
 9. the number of teachers and other staff that have completed training approved by the department;
 10. the number of teachers and other staff proposed for training in structured literacy;
 11. how the district used funding provided under the Read Act to implement the requirements of the Read Act;
 12. beginning as soon as practicable after the end of fiscal year 2026, how the district used literacy aid funding received under Minnesota Statutes, section 124D.98; and
 13. beginning on December 31, 2025, for a district with a dual language immersion program:
 - a. the program's partner language;
 - b. grade levels included in the program;
 - c. the language used to screen students' foundational reading skills;
 - d. the percentage of grade 3 students taking the Minnesota Comprehensive Assessments; and
 - e. the number of students in the program in grades 4 to 12 who are identified as not reading at grade level.
- B. Annually by June 15, the school district must post its literacy plan on the official school district website and submit it to the Commissioner of MDE using the template developed by the Commissioner.
- C. The school district must use a streamlined template developed by the Commissioner for local literacy plans that meets the requirements of Minnesota Statutes, section 120B.12, subdivision 4a, and requires all reading instruction and teacher training in reading instruction to be evidence-based.

VIII. STAFF TRAINING

- A. The district must provide training from a menu of approved evidence-based training programs to the following teachers and staff by July 1, 2026:
1. reading intervention teachers working with students in kindergarten through grade 12;
 2. all classroom teachers of students in kindergarten through grade 3 and children in prekindergarten programs;
 3. kindergarten through grade 12 special education teachers responsible for foundational reading instruction;
 4. curriculum directors;
 5. instructional support staff, contractors, and volunteers who assist in providing reading interventions under the oversight and monitoring of a trained licensed teacher;
 6. employees who select literacy instructional materials for a district; and
 7. teachers holding English as a second language teaching licenses.
- B. The school district must provide training from a menu of approved evidence-based training programs to the following teachers by July 1, 2027:
1. teachers who provide foundational reading instruction to students in grades 4 to 12;
 2. teachers who provide instruction to students in a state-approved alternative program; and
 3. teachers who provide instruction to students in dual language immersion programs.
- The Commissioner may grant a school district an extension to these deadlines.
- C. By August 30, 2025, the school district must employ or contract with a literacy lead, or be actively supporting a designated literacy specialist through the process of becoming a literacy lead. The school board may satisfy the requirements of this subdivision by contracting with another school board or cooperative unit under Minnesota Statutes, section 123A.24 for the services of a literacy lead by August 30, 2025. The school district literacy lead must collaborate with school district administrators and staff to support the school district's implementation of requirements under the Read Act.
- D. Training provided by the following may satisfy the professional development requirements under this Article:
1. a certified trained facilitator; or
 2. a training program that MDE has determined meets the professional development requirements under the Read Act.

IX. STAFF DEVELOPMENT

- A. The school district must provide training programs on evidence-based reading instruction to teachers and instructional staff in accordance with [Minnesota Statutes, section 120B.12](#), subdivision 1, paragraphs (b) and (c) . The training must include teaching in the areas of phonemic awareness, phonics, vocabulary development, reading fluency, reading comprehension, and culturally and linguistically responsive pedagogy.
- B. The school district shall use the data under Article V. above to identify the staff development needs so that:
1. elementary teachers are able to implement explicit, systematic, evidence-based instruction in the five reading areas of phonemic awareness, phonics, fluency, vocabulary, and comprehension with emphasis on mastery of foundational reading skills as defined in Minnesota Statutes, section 120B.119 and other literacy-related areas including writing until the student achieves grade-level reading and writing proficiency;
 2. elementary teachers have sufficient training to provide students with evidence-based reading and oral language instruction that meets students' developmental, linguistic, and literacy needs using the intervention methods or programs selected by the school district for the identified students;
 3. licensed teachers employed by the school district have regular opportunities to improve reading and writing instruction;
 4. licensed teachers recognize students' diverse needs in cross-cultural settings and are able to serve the oral language and linguistic needs of students who are multilingual learners by maximizing strengths in their native languages in order to cultivate students' English language development, including academic language development, and build academic literacy; and
 5. licensed teachers are well trained in culturally responsive pedagogy that enables students to master content, develop skills to access content, and build relationships.
- C. The school district must provide staff in early childhood programs sufficient training to provide children in early childhood programs with explicit, systematic instruction in phonological and phonemic awareness; oral language, including listening comprehension; vocabulary; and letter-sound correspondence.

X. LITERACY AID USES

The school district must use its literacy aid to meet the requirements and goals adopted in the school district's local literacy plan.

Legal References: Minn. Stat. § 120B.119 (Read Act Definitions)
Minn. Stat. § 120B.12 (Read Act Goal and Interventions)
Minn. Stat. § 120B.123 (Read Act Implementation)
Minn. Stat. § 123A.24 (Withdrawing from a Cooperative Unit; Appealing Denial of Membership)
Minn. Stat. § 124D.68 (Graduation Incentives Program)
Minn. Stat. § 124D.98 (Literacy Incentive Aid)
Minn. Stat. § 125A.56 (Alternate Instruction Required before Assessment Referral)

Cross References: None

First Reading: 11.26.24
Second Reading: 12.03.24
Adopted: 12.17.24
Reviewed: 10.21.25

709 STUDENT TRANSPORTATION SAFETY POLICY

I. PURPOSE

The purpose of this policy is to provide safe transportation for students and to educate students on safety issues and the responsibilities of school bus ridership.

II. PLAN FOR STUDENT TRANSPORTATION SAFETY TRAINING

A. School Bus Safety Week

The school district may designate a school bus safety week. The National School Bus Safety Week is the third week in October.

B. Student School Bus Safety Training

1. The school district shall provide students enrolled in grades kindergarten (K) through 10 with age-appropriate school bus safety training of the following concepts:
 - a. transportation by school bus is a privilege, not a right;
 - b. school district policies for student conduct and school bus safety;
 - c. appropriate conduct while on the bus;
 - d. the danger zones surrounding a school bus;
 - e. procedures for safely boarding and leaving a school bus;
 - f. procedures for safe vehicle lane crossing; and
 - g. school bus evacuation and other emergency procedures.
2. All students in grades K through 6 who are transported by school bus and are enrolled during the first or second week of school must receive the school bus safety training by the end of the third week of school. All students in grades 7 through 10 who are transported by school bus and are enrolled during the first or second week of school must receive the school bus safety training or receive bus safety instruction materials by the end of the sixth week of school, if they have not previously received school bus training. Students in grades K through 10 who enroll in a school after the second week of school, are transported by school bus, and have not received training in their previous school districts shall undergo school bus safety training or receive bus safety instructional materials within 4 weeks of their first day of attendance.
3. The school district and a nonpublic school with students transported by school bus at public expense must provide students enrolled in grades K through 3 school bus safety training twice during the school year.
4. Students taking driver's training instructional classes must receive training in the laws and proper procedures for operating a motor vehicle in the vicinity of a school bus as required by Minnesota Statutes, section 169.446, subdivision 2.
5. The school district and a nonpublic school with students transported by school bus at public expense must conduct a school bus evacuation drill at least once during the school year.

6. The school district will make reasonable accommodations in training for students known to speak English as a second language and students with disabilities.
7. The school district may provide kindergarten students with school bus safety training before the first day of school.
8. The school district shall adopt and make available for public review a curriculum for transportation safety education.
9. Nonpublic school students transported by the school district will receive school bus safety training by their nonpublic school. The nonpublic schools may use the school district's school transportation safety education curriculum. Upon request by the school district superintendent, the nonpublic school must certify to the school district's school transportation safety director that all students enrolled in grades K through 10 have received the appropriate training.

C. Active Transportation Safety Training

1. Training Required

- a. The school district must provide public school pupils enrolled in kindergarten through grade 3 with age-appropriate active transportation safety training. At a minimum, the training must include pedestrian safety, including crossing roads.
- b. The school district must provide pupils enrolled in grades 4 through 8 with age-appropriate active transportation safety training. At a minimum, the training must include:
 - (1) pedestrian safety, including crossing roads safely using the searching left, right, left for vehicles in traffic technique;
 - (2) bicycle safety, including relevant traffic laws, use and proper fit of protective headgear, bicycle parts and safety features, and safe biking techniques; and
 - (3) electric-assisted bicycle safety, including that a person under the age of 15 is not allowed to operate an electric-assisted bicycle.

2. Instruction

- a. The school district may provide active transportation safety training through distance learning.
- b. The district and a nonpublic school must make reasonable accommodations for the active transportation safety training of pupils known to speak English as a second language and pupils with disabilities.

III. CONDUCT ON SCHOOL BUSES AND CONSEQUENCES FOR MISBEHAVIOR

- A. Riding the school bus is a privilege, not a right. The school district's general student behavior rules are in effect for all students on school buses, including nonpublic and charter school students.
- B. Consequences for school bus/bus stop misconduct will be imposed by the school district under adopted administrative discipline procedures. In addition, all school bus/bus stop misconduct will be reported to the school district's transportation manager. Serious misconduct may be reported to local law enforcement.

1. School Bus and Bus Stop Rules

The school district school bus safety rules are to be posted on every bus. If these rules are broken, the school district's discipline procedures are to be followed. In most circumstances, consequences are progressive and may include suspension of bus privileges. It is the school bus driver's responsibility to report unacceptable behavior to the school district's Transportation Office/School Office.

2. Rules at the Bus Stop

- a. Get to your bus stop 5 minutes before your scheduled pick up time. The school bus driver will not wait for late students.
- b. Respect the property of others while waiting at your bus stop.
- c. Keep your arms, legs, and belongings to yourself.
- d. Use appropriate language.
- e. Stay away from the street, road, or highway when waiting for the bus.
- f. Wait until the bus stops before approaching the bus.
- g. After getting off the bus, move away from the bus.
- h. If you must cross the street, always cross in front of the bus where the driver can see you. Wait for the driver to signal to you before crossing the street.
- i. No fighting, harassment, intimidation, or horseplay.
- j. No use of alcohol, tobacco, or drugs.

3. Rules on the Bus

- a. Immediately follow the directions of the driver.
- b. Sit in your seat facing forward.
- c. Talk quietly and use appropriate language.
- d. Keep all parts of your body inside the bus.
- e. Keep your arms, legs, and belongings to yourself.
- f. No fighting, harassment, intimidation, or horseplay.
- g. Do not throw any object.
- h. No eating, drinking, or use of alcohol, tobacco, or drugs.
- i. Do not bring any weapons or dangerous objects on the school bus.
- j. Do not damage the bus.

4. Consequences

- a. Consequences for school bus/bus stop misconduct will apply to all regular and late routes. Decisions regarding a student’s ability to ride the bus in connection with cocurricular and extracurricular events (for example, field trips or competitions) will be in the sole discretion of the school district. Parents or guardians will be notified of any suspension of bus privileges.

These consequences are outlined in the [Student Handbook](#). See the Table of Contents under Transportation of Public School Students to find the exact page.

(1) Other Discipline

Based on the severity of a student’s conduct, more serious consequences may be imposed at any time. Depending on the nature of the offense, consequences such as suspension or expulsion from school also may result from school bus/bus stop misconduct.

(2) Records

Records of school bus/bus stop misconduct will be forwarded to the individual school building and will be retained in the same manner as other student discipline records. Reports of student misbehavior on a school bus or in a bus-loading or unloading area that are reasonably believed to cause an immediate and substantial danger to the student or surrounding persons or property shall be provided by the school district to local law enforcement and the Department of Public Safety in accordance with state and federal law.

(3) Vandalism/Bus Damage

Students damaging school buses will be responsible for the damages. Failure to pay such damages (or make arrangements to pay) within 2 weeks may result in the loss of bus privileges until damages are paid.

(4) Notice

School bus and bus stop rules and consequences for violations of these rules will be reviewed with students annually and copies of these rules will be made available to students. School bus rules are to be posted on each school bus.

(5) Criminal Conduct

In cases involving criminal conduct (for example, assault, weapons, drug possession, or vandalism), the appropriate school district personnel and local law enforcement officials will be informed.

IV. PARENT AND GUARDIAN INVOLVEMENT

A. Parent and Guardian Notification

The school district school bus and bus stop rules will be provided to each family. Parents and guardians are asked to review the rules with their children.

B. Parents/Guardians Responsibilities for Transportation Safety

Parents/Guardians are responsible to:

1. Become familiar with school district rules, policies, regulations, and the principles of school bus safety, and thoroughly review them with their children;
2. Support safe riding and walking practices, and recognize that students are responsible for their actions;
3. Communicate safety concerns to their school administrators;
4. Monitor bus stops, if possible;
5. Have their children to the bus stop 5 minutes before the bus arrives;
6. Have their children properly dressed for the weather; and
7. Have a plan in case the bus is late.

V. SCHOOL BUS DRIVER DUTIES AND RESPONSIBILITIES

A. School bus drivers shall have a valid Class A, or B Minnesota driver's license with a school bus endorsement. A person possessing a valid driver's license, without a school bus endorsement, may drive a type III vehicle set forth in ~~Sections Paragraphs~~ VII.B. and VII.C., below. Drivers with a valid Class D driver's license, without a school bus endorsement, may operate a "type A-I" school bus as set forth in ~~Section Paragraphs~~ VII.D., below.

B. The school district shall conduct mandatory drug and alcohol testing of all school district bus drivers and bus driver applicants in accordance with state and federal law and school district policy.

C. A school bus driver, with the exception of a driver operating a type A-I school bus or type III vehicle, who has a commercial driver's license and who is convicted of a criminal offense, a serious traffic violation, or of violating any other state or local law relating to motor vehicle traffic control, other than a parking violation, in any type of motor vehicle in a state or jurisdiction other than Minnesota, shall notify the Minnesota Division of Driver and Vehicle Services (Division) of the conviction within 30 days of the conviction. For purposes of this paragraph, a "serious traffic violation" means a conviction of any of the following offenses:

1. excessive speeding, involving any single offense for any speed of 15 miles per hour or more above the posted speed limit;
2. reckless driving;
3. improper or erratic traffic lane changes;
4. following the vehicle ahead too closely;
5. a violation of state or local law, relating to motor vehicle traffic control, arising in

- connection with a fatal accident;
6. driving a commercial vehicle without obtaining a commercial driver's license or without having a commercial driver's license in the driver's possession;
 7. driving a commercial vehicle without the proper class of commercial driver's license and/or endorsements for the specific vehicle group being operated or for the passengers or type of cargo being transported;
 8. a violation of a state or local law prohibiting texting while driving a commercial vehicle; and
 9. a violation of a state or local law prohibiting the use of a hand-held mobile telephone while driving a commercial vehicle.
- D. A school bus driver, with the exception of a driver operating a type A-I school bus or type III vehicle, who has a commercial driver's license and who is convicted of violating, in any type of motor vehicle, a Minnesota state or local law relating to motor vehicle traffic control, other than a parking violation, shall notify the person's employer of the conviction within 30 days of conviction. The notification shall be in writing and shall contain all the information set forth in Attachment A accompanying this policy.
- E. A school bus driver, with the exception of a driver operating a type A-I school bus or type III vehicle, who has a Minnesota commercial driver's license suspended, revoked, or cancelled by the state of Minnesota or any other state or jurisdiction and who loses the right to operate a commercial vehicle for any period or who is disqualified from operating a commercial motor vehicle for any period shall notify the person's employer of the suspension, revocation, cancellation, lost privilege, or disqualification. Such notification shall be made before the end of the business day following the day the employee received notice of the suspension, revocation, cancellation, lost privilege, or disqualification. The notification shall be in writing and shall contain all the information set forth in Attachment B accompanying this policy.
- F. A person who operates a type III vehicle and who sustains a conviction as described in ~~Section~~ **Subparagraph** VII.C.1.g. (i.e., driving while impaired offenses), VII.C.1.h. (i.e., felony, controlled substance, criminal sexual conduct offenses, or offenses for surreptitious observation, indecent exposure, use of minor in a sexual performance, or possession of child pornography or display of pornography to a minor), or VII.C.1.i. (multiple moving violations) while employed by the entity that owns, leases, or contracts for the school bus, shall report the conviction to the person's employer within 10 days of the date of the conviction. The notification shall be in writing and shall contain all the information set forth in Attachment C accompanying this policy.

VI. SCHOOL BUS DRIVER TRAINING

- A. Training
1. All new school bus drivers shall be provided with pre-service training, including in-vehicle (actual driving) instruction, before transporting students and shall meet the competency testing specified in the Minnesota Department of Public Safety Model School Bus Driver Training Manual. All school bus drivers shall receive in-service training annually. For purposes of this section, "annually" means at least once every 380 days from the initial or previous evaluation and at least once every 380 days from the initial or previous license verification. The school district shall retain on file an annual individual school bus driver "evaluation certification" form for each school district driver as contained in the Model School Bus Driver Training Manual.

2. All bus drivers operating a type III vehicle will be provided with annual training and certification as set forth in ~~Section~~ **Subparagraph VII.C.1.b.**, below, by either the school district or the entity from whom such services are contracted by the school district.

B. Evaluation

School bus drivers with a Class D license will be evaluated annually and all other bus drivers will be assessed periodically for the following competencies:

1. Safely operate the type of school bus the driver will be driving;
2. Understand student behavior, including issues relating to students with disabilities;
3. Ensure orderly conduct of students on the bus and handling incidents of misconduct appropriately;
4. Know and understand relevant laws, rules of the road, and local school bus safety policies;
5. Handle emergency situations; and
6. Safely load and unload students.

The evaluation must include completion of an individual "school bus driver evaluation form" (road test evaluation) as contained in the Model School Bus Driver Training Manual.

VII. OPERATING RULES AND PROCEDURES

A. General Operating Rules

1. School buses shall be operated in accordance with state traffic and school bus safety laws and the procedures contained in the ~~Minnesota Department of Public Safety Minnesota Model School Bus Driver Training Manual Program~~.
2. Only students assigned to the school bus by the transportation office shall be transported. The number of students or other authorized passengers transported in a school bus shall not be more than the legal capacity for the bus. No person shall be allowed to stand when the bus is in motion.
3. The parent/guardian may designate, pursuant to school district policy, a day care facility, respite care facility, the residence of a relative, or the residence of a person chosen by the parent or guardian as the address of the student for transportation purposes. The address must be in the attendance area of the assigned school and meet all other eligibility requirements.
4. Bus drivers must minimize, to the extent practical, the idling of school bus engines and exposure of children to diesel exhaust fumes.
5. To the extent practical, the school district will designate school bus loading/unloading zones at a sufficient distance from school air-intake systems to avoid diesel fumes from being drawn into the systems.

6. A bus driver may not operate a school bus while communicating over, or otherwise operating, a cellular phone for personal reasons, whether hand-held or hands free, when the vehicle is in motion or a part of traffic. For purposes of this paragraph, "school bus" has the meaning given in Minnesota Statutes, section 169.011, subdivision 71. In addition, "school bus" also includes type III vehicles when driven by employees or agents of the school district. "Cellular phone" means a cellular, analog, wireless, or digital telephone capable of sending or receiving telephone or text messages without an access line for service.

B. Type III Vehicles

1. Type III vehicles are restricted to passenger cars, station wagons, vans, and buses having a maximum manufacturer's rated seating capacity of 10 or fewer people including the driver and a gross vehicle weight rating of 10,000 pounds or less. A van or bus converted to a seating capacity of 10 or fewer and placed in service on or after August 1, 1999, must have been originally manufactured to comply with the passenger safety standards.
2. Type III vehicles must be painted a color other than national school bus yellow.
3. Type III vehicles shall be state inspected in accordance with legal requirements.
4. Vehicles model year 2007 or older must not be used as type III vehicles to transport school children, except those vehicles that are manufactured to meet the structural requirements of federal motor vehicle safety standard 222, 49 Code of Federal Regulations, Part 571.
5. If a type III vehicle is school district owned, the school district name will be clearly marked on the side of the vehicle. The type III vehicle must not have the words "school bus" in any location on the exterior of the vehicle or in any interior location visible to a motorist.
6. A "type III vehicle" must not be outwardly equipped and identified as a type A, B, C, or D bus.
7. Eight-lamp warning systems and stop arms must not be installed or used on type III vehicles.
8. Type III vehicles must be equipped with mirrors as required by law.
9. Any type III vehicle may not stop traffic and may not load or unload before making a complete stop and disengaging gears by shifting into neutral or park. Any type III vehicle used to transport students must not load or unload so that a student has to cross the road, except where not possible or impractical, then the driver or assistant must escort a student across the road. If the driver escorts the student across the road, then the motor must be stopped, the ignition key removed, the brakes set, and the vehicle otherwise rendered immobile.
10. Any type III vehicle used to transport students must carry emergency equipment including:
 - a. Fire extinguisher. A minimum of one 10BC rated dry chemical type fire extinguisher is required. The extinguisher must be mounted in a bracket and must be located in the driver's compartment and be readily accessible to the driver and passengers. A pressure indicator is required and must be easily read without removing the extinguisher from its mounted position.

- b. First aid kit and body fluids cleanup kit. A minimum of a 10-unit first aid kit and a body fluids cleanup kit is required. They must be contained in removable, moisture- and dust-proof containers mounted in an accessible place within the driver's compartment and must be marked to indicate their identity and location.
 - c. Passenger cars and station wagons may carry a fire extinguisher, a first aid kit, and warning triangles in the trunk or trunk area of the vehicle if a label in the driver and front passenger area clearly indicates the location of these items.
 - 11. Students will not be regularly transported in private vehicles that are not state inspected as type III vehicles. Only emergency, unscheduled transportation may be conducted in vehicles with a seating capacity of 10 or fewer without meeting the requirements for a type III vehicle. Also, parents may use a private vehicle to transport their own children under a contract with the district. The school district has no system of inspection for private vehicles.
 - 12. All drivers of type III vehicles will be licensed drivers and will be familiar with the use of required emergency equipment. The school district will not knowingly allow a person to operate a type III vehicle if the person has been convicted of an offense that disqualifies the person from operating a school bus.
 - 13. Type III vehicles will be equipped with child passenger restraints, and child passenger restraints will be utilized to the extent required by law.
- C. Type III Vehicle Driven by Employees with a Driver's License Without a School Bus Endorsement
- 1. The holder of a Class A, B, C, or D driver's license, without a school bus endorsement, may operate a type III vehicle, described above, under the following conditions:
 - a. The operator is an employee of the entity that owns, leases, or contracts for the school bus, which may include the school district.
 - b. The operator's employer, which may include the school district, has adopted and implemented a policy that provides for annual training and certification of the operator in:
 - (1) safe operation of a type III vehicle;
 - (2) understanding student behavior, including issues relating to students with disabilities;
 - (3) encouraging orderly conduct of students on the bus and handling incidents of misconduct appropriately;
 - (4) knowing and understanding relevant laws, rules of the road, and local school bus safety policies;
 - (5) handling emergency situations;
 - (6) proper use of seat belts and child safety restraints;
 - (7) performance of pretrip vehicle inspections;
 - (8) safe loading and unloading of students, including, but not limited to:

- (a) utilizing a safe location for loading and unloading students at the curb, on the nontraffic side of the roadway, or at off-street loading areas, driveways, yards, and other areas to enable the student to avoid hazardous conditions;
 - (b) refraining from loading and unloading students in a vehicular traffic lane, on the shoulder, in a designated turn lane, or a lane adjacent to a designated turn lane;
 - (c) avoiding a loading or unloading location that would require a student to cross a road, or ensuring that the driver or an aide personally escort the student across the road if it is not reasonably feasible to avoid such a location;
 - (d) placing the type III vehicle in "park" during loading and unloading;
 - (e) escorting a student across the road under clause (c) only after the motor is stopped, the ignition key is removed, the brakes are set, and the vehicle is otherwise rendered immobile; and
- (9) compliance with ~~p~~Paragraph V.F. concerning reporting convictions to the employer within 10 days of the date of conviction.
- c. A background check or background investigation of the operator has been conducted that meets the requirements under Minnesota Statutes, section 122A.18, subdivision 8, or Minnesota Statutes, section 123B.03 for school district employees; Minnesota Statutes, section 144.057 or Minnesota Statutes, chapter 245C for day care employees; or Minnesota Statutes, section 171.321, subdivision 3, for all other persons operating a type III vehicle under this section.
 - d. Operators shall submit to a physical examination as required by Minnesota Statutes, section 171.321, subdivision 2.
 - e. The operator's employer requires preemployment drug testing of applicants for operator positions. Current operators must comply with the employer's policy under Minnesota Statutes, section 181.951, subdivisions 2, 4, and 5. Notwithstanding any law to the contrary, the operator's employer may use a breathalyzer or similar device to fulfill random alcohol testing requirements.
 - f. The operator's driver's license is verified annually by the entity that owns, leases, or contracts for the type III vehicle as required by Minnesota Statutes, section 171.321, subdivision 5.
 - g. A person who sustains a conviction, as defined under Minnesota Statutes, 609.02, of violating Minnesota Statutes, section 169A.25, 169A.26, 169A.27 (driving while impaired offenses), or 169A.31 (alcohol-related school bus driver offenses), or whose driver's license is revoked under Minnesota Statutes, sections 169A.50 to 169A.53 of the implied consent law, or who is convicted of violating or whose driver's license is revoked under a similar statute or ordinance of another state, is precluded from operating a type III vehicle for 5 years from the date of conviction.

- h. A person who has ever been convicted of a disqualifying offense as defined in Minnesota Statutes, section 171.3215, subdivision 1(c), (i.e., felony, controlled substance, criminal sexual conduct offenses, or offenses for surreptitious observation, indecent exposure, use of minor in a sexual performance, or possession of child pornography or display of pornography to a minor) may not operate a type III vehicle.
 - i. A person who sustains a conviction, as defined under Minnesota Statutes, section 609.02, of a moving offense in violation of Minnesota Statutes, chapter 169 within 3 years of the first of 3 other moving offenses is precluded from operating a type III vehicle for 1 year from the date of the last conviction.
 - j. Students riding the type III vehicle must have training required under Minnesota Statutes, section 123B.90, Subd. 2 (See ~~Section~~ Paragraph II.B., above).
 - k. Documentation of meeting the requirements listed in this section must be maintained under separate file at the business location for each type III vehicle operator. The school district or any other entity that owns, leases, or contracts for the type III vehicle operating under this section is responsible for maintaining these files for inspection.
- 2. The Type III vehicle must bear a current certificate of inspection issued under Minnesota Statutes, section 169.451.
 - 3. An employee of the school district who is not employed for the sole purpose of operating a type III vehicle may, in the discretion of the school district, be exempt from paragraphs VII.C.1.d. (physical examination) and VII.C.1.e. (drug testing), above.
- D. Type A-I "Activity" Buses Driven by Employees with a Driver's License Without a School Bus Endorsement
- 1. The holder of a Class D driver's license, without a school bus endorsement, may operate a type A-I school bus or a Multifunction School Activity Bus (MFSAB) under the following conditions:
 - a. The operator is an employee of the school district or an independent contractor with whom the school district contracts for the school bus and is not solely hired to provide transportation services under this paragraph.
 - b. The operator drives the school bus only from points of origin to points of destination, not including home-to-school trips to pick up or drop off students.
 - c. The operator is prohibited from using the 8-light system if the vehicle is so equipped.
 - d. The operator has submitted to a background check and physical examination as required by Minnesota Statutes, section 171.321, subdivision 2.
 - e. The operator has a valid driver's license and has not sustained a conviction of a disqualifying offense as set forth in Minnesota Statutes, section 171.02, subdivisions 2a(h) - 2a(j).

- f. The operator has been trained in the proper use of child safety restraints as set forth in the National Highway Traffic Safety Administration's "Guideline for the Safe Transportation of Pre- school Age Children in School Buses," if child safety restraints are used by passengers, in addition to the training required in Section VI., above.
 - g. The bus has a gross vehicle weight rating of 14,500 pounds or less and is designed to transport 15 or fewer passengers, including the driver.
- 2. The school district shall maintain annual certification of the requirements listed in this section for each Class D license operator.
 - 3. A school bus operated under this section must bear a current certificate of inspection.
 - 4. The word "School" on the front and rear of the bus must be covered by a sign that reads "Activities" when the bus is being operated under authority of this section.

VIII. SCHOOL DISTRICT EMERGENCY PROCEDURES

- A. If possible, school bus drivers or their supervisors shall call "911" or the local emergency phone number in the event of a serious emergency.
- B. School bus drivers shall meet the emergency training requirements contained in Unit III "Crash & Emergency Preparedness" of the ~~Minnesota Department of Public Safety~~ *Minnesota Model School Bus Driver Training Manual Program*. This includes procedures in the event of a crash (accident).
- C. School bus drivers and bus assistants for special education students requiring special transportation service because of a disability shall be trained in basic first aid procedures, shall within one (1) month after the effective date of assignment participate in a program of in-service training on the proper methods for dealing with the specific needs and problems of students with disabilities, assist students with disabilities on and off the bus when necessary for their safe ingress and egress from the bus; and ensure that protective safety devices are in use and fastened properly.
- D. Medical Notes shall be maintained on the school bus for students.

IX. SCHOOL DISTRICT VEHICLE MAINTENANCE STANDARDS

- A. All school vehicles shall be maintained in safe operating conditions through a systematic preventive maintenance and inspection program adopted or approved by the school district.
- B. All school vehicles shall be state inspected in accordance with legal requirements.
- C. A copy of the current daily pre-trip inspection report must be carried in the bus. Daily pre-trip inspections shall be maintained on file in accordance with the school district's record retention schedule. Prompt reports of defects to be immediately corrected will be submitted.
- D. Daily post-trip inspections shall be performed to check for any children or lost items remaining on the bus and for vandalism.

X. SCHOOL TRANSPORTATION SAFETY DIRECTOR

The school board has designated the transportation manager to serve as the school district's school transportation safety director. The school transportation safety director shall have day-to-day responsibility for student transportation safety, including transportation of nonpublic school children when provided by the school district. The school transportation safety director will assure that this policy is periodically reviewed to ensure that it conforms to law. The school transportation safety director shall certify annually to the school board that each school bus driver meets the school bus driver training competencies required Minnesota Statutes, section 171.321, subdivision 4. The transportation safety director also shall annually verify or ensure that the private contractor utilized by the school has verified the validity of the driver's license of each employee who regularly transports students for the school district in a type A, B, C, or D school bus, type III vehicle, or MFSAB with the National Driver Register or the Department of Public Safety. Upon request of the school district superintendent or the superintendent of the school district where nonpublic students are transported, the school transportation safety director also shall certify to the superintendent that students have received school bus safety training in accordance with state law. The name, address and telephone number of the school transportation safety director are on file in the school district office. Any questions regarding student transportation or this policy may be addressed to the school transportation safety director.

XI. STUDENT TRANSPORTATION SAFETY HAZARD COMMITTEE

The school board may establish a student transportation safety hazard committee. The chair of the student transportation safety committee is the school district's transportation manager. The school board shall appoint the other members of the student transportation safety hazard committee. Membership may include parents, school bus drivers, representatives of school bus companies, local law enforcement officials, other school district staff, and representatives from other units of local government.

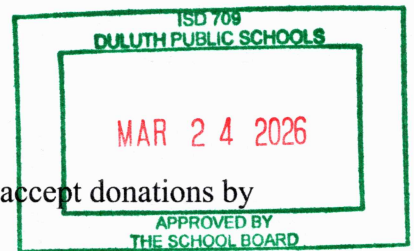
Legal References: Minn. Stat. § 122A.18, Subd. 8 (Board to Issue Licenses) Minn. Stat. § 123B.03 (Background Check)
 Minn. Stat. § 123B.42 (Textbooks; Individual Instruction or Cooperative Learning Material; Standard Tests)
 Minn. Stat. § 123B.88 (Independent School Districts; Transportation)
 Minn. Stat. § 123B.885 (Diesel School Buses; Operation of Engine; Parking)
 Minn. Stat. § 123B.90 (School Bus Safety Training)
 Minn. Stat. § 123B.91 (School District Bus Safety Responsibilities)
 Minn. Stat. § 123B.935 (Active Transportation Safety Training)
 Minn. Stat. § 144.057 (Background Studies on Licensees and Other Personnel)
 Minn. Stat. Ch. 169 (Traffic Regulations)
 Minn. Stat. § 169.011, Subds. 15, 16, and 71 (Definitions)
 Minn. Stat. § 169.02 (Scope)
 Minn. Stat. § 169.443 (Safety of School Children; Bus Driver's Duties)
 Minn. Stat. § 169.446, Subd. 2 (Safety of School Children; Training and Education Rules)
 Minn. Stat. § 169.451 (Inspecting School and Head Start Buses; Rules; Misdemeanor)
 Minn. Stat. § 169.454 (Type III Vehicle Standards)
 Minn. Stat. § 169.4582 (Reportable Offense on School Buses)
 Minn. Stat. §§ 169A.25-169A.27 (Driving While Impaired)
 Minn. Stat. § 169A.31 (Alcohol-Related School Bus or Head Start Bus Driving)
 Minn. Stat. §§ 169A.50-169A.53 (Implied Consent Law)
 Minn. Stat. § 171.02, Subds. 2, 2a, and 2b (Licenses; Types, Endorsements, Restrictions)
 Minn. Stat. § 171.168 (Notice of Violation by Commercial Driver)
 Minn. Stat. § 171.169 (Notice of Commercial License Suspension)

Minn. Stat. § 171.321 (Qualifications of School Bus and Type III Vehicle Drivers)
 Minn. Stat. § 171.3215, Subd. 1(c) (Canceling Bus Endorsement for Certain Offenses)
 Minn. Stat. § 181.951 (Authorized Drug and Alcohol Testing)
 Minn. Stat. Ch. 245C (Human Services Background Studies)
 Minn. Stat. § 609.02 (Definitions)
 Minn. Rules Parts 7470.1000-7470.1700 (School Bus Inspection)
 49 C.F.R. Part 383 (Commercial Driver’s License Standards; Requirements and Penalties)
 49 C.F.R. § 383.31 (Notification of Convictions for Driver Violations)
 49 C.F.R. § 383.33 (Notification of Driver’s License Suspensions)
 49 C.F.R. § 383.5 (Transportation Definitions)
 49 C.F.R. § 383.51 (Disqualification of Drivers)
 49 C.F.R. Part 571 (Federal Motor Vehicle Safety Standards)

Cross References: MSBA/MASA Model Policy 416 (Drug, ~~and~~ Alcohol, and Cannabis Testing)
 MSBA/MASA Model Policy 506 (Student Discipline)
 MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
 MSBA/MASA Model Policy 707 (Transportation of Public Students)
 MSBA/MASA Model Policy 708 (Transportation of Nonpublic Students)
 MSBA/MASA Model Policy 710 (Extracurricular Transportation)

Resources: Minnesota Department of Public Safety: [School Bus Resources](#) (accessed 10/12/25)
 National Highway Traffic Safety Administration: [Guideline for the Safe Transportation of Pre-school Age Children in School Buses](#) (Feb. 1999) (accessed 10/12/25)

Replaces: 3150 & 3160
 First Reading: 12.16.2025
 Second Reading: 01.13.2026
 Adopted: 01.20.2026



RESOLUTION

Acceptance of Donations to Duluth Public Schools

WHEREAS, Minnesota Statute 465.03 requires a school district to accept donations by resolution expressed in the terms prescribed by the donor in full; and,

WHEREAS, acceptance of the donations in accordance with the donor's terms is in the best interest of the Duluth Public Schools:

NOW, THEREFORE, BE IT RESOLVED that the Duluth Public Schools does accept the below-described donations from said organizations in accordance with the terms set forth herein.

BE IT FURTHER RESOLVED that the Duluth Public Schools wishes to extend its grateful appreciation to these various individuals and organizations.

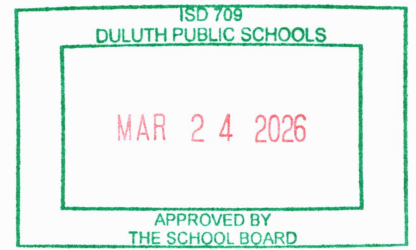
SCHOOL	DONOR	AMOUNT	RESTRICTION	COMMENTS
East	Multiple anonymous donors	\$8.00		Customers can add a donation on when purchasing from the student cafe. We do not collect names for these minimal donations.
East	Nourish Natural Health Clinic	\$30.00	DECA Chuck a Duck fundraiser	
East	Saline Landscaping Company	\$100.00	Duluth East DECA Chuck a Duck Fundraiser	
East	Duluth Building Trades	\$300.00	Purchase of Pro-Stride Softball Pitch Mat	Duluth Softball will send a thank you!
Headstart	Jane Killough	\$50.00	Head Start Transportation	
Homecroft	The Blackbaud Giving Fund	\$50.00		
Homecroft	Box Tops for Education	\$27.70		
Lester Park	Tim Nissen	\$100.00	Donated to our Fun Run	
Lincoln Park	Annon	in kind	For the community clothing closet	3 hats, 2 sweatshirts, 2 sweatpants
Lincoln Park	Peter R Marsh Foundation	\$1,650.00	Put into the choir fund	Deposit into the General Choir Fund
Lincoln Park	Annon	In-Kind	Give to the families that need it	Size 9 men's shoes, 9 Jacket/Coats, 3 Pairs of pants, 9 Pairs of leggings, 1 Pair of shorts, 2 packs men's underwear, 5 Long sleeve shirts, 3 Short sleeve shirts, 6 tank tops, 4 Cardigans, 5 Sweater/Sweatshirts

Lincoln Park	Donors Choose	In Kind	To use in classroom of Mrs. Ratke	Donated to Megan Ratke for classroom only - 12 Apple in the Middle Books - 12 Rain is not my Indian Name paperback books
Stowe	Larry and Donna Pulkrabek Foundation Inc	\$1,500.00	For Stowe Ski Club student fees	
Stowe	Centricity Credit Union Foundation	\$600.00	For Kolenda - Howard Kindergarten Pen Pals Field Trip	
Ordean East Middle School	Polly Tracey You've Got This! Tutoring	\$50.00	One Book, One Day	
Ordean East Middle School	Anonymous	\$100.00	One Book, One Day	
Ordean East Middle School	Kate Deiter	\$25.00	One Book, One Day	
Ordean East Middle School	Joanna Just	\$10.00	One Book, One Day	
Ordean East Middle School	Anonymous	\$100.00	One Book, One Day	
Ordean East Middle School	Jamie Knutson	\$25.00	One Book, One Day	
Ordean East Middle School	Elizabeth Johnson	\$200.00	One Book, One Day	\$100 One Book, One Day, \$100 Ordean East Middle School
Ordean East Middle School	Abby Brost	\$50.00	One Book, One Day	
Ordean East Middle School	Sienna Wolff	\$5.00	One Book, One Day	
Ordean East Middle School	Alissa Oleksa	\$25.00	One Book, One Day	
Ordean East Middle School	Lindsay Wenzel	\$25.00	One Book, One Day	
Ordean East Middle School	Joe & Kris Brost	\$50.00	One Book, One Day	
Ordean East Middle School	Anonymous	\$25.00	One Book, One Day	
Ordean East Middle School	Cortney Duffy	\$15.00	One Book, One Day	
Ordean East Middle School	Joellyn Gum	\$100.00	One Book, One Day	\$50 One Book, One Day \$50 Ordean East Middle School
Ordean East Middle School	Anonymous	\$25.00	One Book, One Day	

Ordean East Middle School	Deborah Sah	\$25.00	One Book, One Day	
Ordean East Middle School	Anonymous	\$25.00	One Book, One Day	
Ordean East Middle School	Seth Benziger	\$50.00	One Book, One Day	
Ordean East Middle School	Melissa Maurer-Jones	\$50.00	One Book, One Day	
Ordean East Middle School	Kristina Bourne	\$45.75	One Book, One Day	
Ordean East Middle School	Tracy Thompson	\$25.00	One Book, One Day	
Ordean East Middle School	Jamie Marsh	\$100.00	One Book, One Day	
Ordean East Middle School	Mary Paschen	\$100.00	One Book, One Day	
Ordean East Middle School	Anonymous	\$25.00	One Book, One Day	
Ordean East Middle School	Susan Bocht	\$25.00	One Book, One Day	
Ordean East Middle School	Holly Bowen-Bailey	\$100.00	One Book, One Day	
Ordean East Middle School	Anonymous	\$100.00	One Book, One Day	\$50 One Book One Day, \$50 Ordean East Middle School
Ordean East Middle School	Cheryl Heighton	\$200.00	One Book, One Day	
Ordean East	Christina KenKnight	\$50.00	One Book, One Day	I received this email from Brittany from the "Boost my School" sheet 2.2.26
Ordean East Middle School	Ryan & Lily Rodgers	\$200.00	One Book, One Day	check sent to school
Ordean East Middle School	Katie Benziger	\$100.00	One Book, One Day	
Ordean East Middle School	Julie Teichroew	\$150.00	One Book, One Day	
Ordean East Middle School	Hillary Olsen	\$25.00	One Book, One Day	
Ordean East Middle School	Jeanie Peterson	\$25.00	One Book, One Day	
Ordean East Middle School	Kathleen Bray	\$50.00	One Book, One Day	
Ordean East Middle School	Anonymous	\$100.00	One Book, One Day	
Ordean East Middle School	Milissa Brooks-	\$10.00	One Book, One Day	

	Ojibway			
Ordean East Middle School	Kari Ramberg	\$25.00	One Book, One Day	
Ordean East Middle School	Nick Hickey	\$8.91	One Book, One Day	
Ordean East Middle School	Anonymous	\$200.00	One Book, One Day	
Ordean East Middle School	Karen Hanka	\$25.00	One Book, One Day	
Ordean East Middle School	Bre Graber	\$25.00	One Book, One Day	
Ordean East Middle School	Anonymous	\$10.00	One Book, One Day	
Ordean East Middle School	Marit Knutson	\$50.00	One Book, One Day	
Ordean East Middle School	Brock Nelson	\$50.00	One Book, One Day	
Ordean East Middle School	Anonymous	\$150.00	One Book, One Day	
Ordean East Middle School	Betsy Hill	\$10.00	One Book, One Day	
Ordean East Middle School	Krista Rouse	\$25.00	One Book, One Day	
Ordean East Middle School	Chelsea Swanson	\$25.00	One Book, One Day	
Ordean East Middle School	Anonymous	\$20.00	One Book, One Day	
Ordean East Middle School	Amanda Yates	\$10.00	One Book, One Day	
Ordean East Middle School	Kevin Erickson	\$25.00	One Book, One Day	
Ordean East Middle School	Katie Pickar	\$10.00	One Book, One Day	
Ordean East Middle School	Anonymous	\$50.00	One Book, One Day	
Ordean East Middle School	Katie Rosenthal	\$15.00	One Book, One Day	
Ordean East Middle School	Amber Haselman	\$25.00	One Book, One Day	
Ordean East Middle School	Shaleen Cameron	\$45.75	One Book, One Day	
Ordean East Middle School	Anonymous	\$25.00	One Book, One Day	

Ordean East Middle School	Joshua Price	\$200.00	One Book, One Day	
Ordean East Middle School	Mike Consie	\$25.00	One Book, One Day	
Ordean East Middle School	Gina Ries	\$50.00	One Book, One Day	
Ordean East Middle School	Carolyn Forsman	\$15.00	One Book, One Day	
Ordean East Middle School	Ann Miller	\$25.00	One Book, One Day	
Ordean East Middle School	Adrienne Osmundson	\$75.00	One Book, One Day	
Ordean East Middle School	Anonymous	\$25.00	One Book, One Day	
Ordean East Middle School	Mary Gavitt	\$20.00	One Book, One Day	



RESOLUTION

Acceptance of Grant Awards to Duluth Public Schools

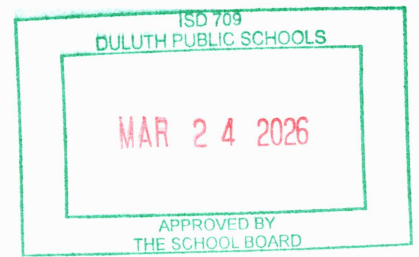
WHEREAS, Minnesota Statute 465.03 requires a school district to accept grants by resolution expressed in the terms prescribed by the donor in full; and,

WHEREAS, acceptance of the grant 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 grant from said organization in accordance with the terms set forth herein.

BE IT FURTHER RESOLVED that the Duluth Public Schools wishes to extend its grateful appreciation to this organization.

Organization	Authors or Contacts	School	Award Amount	Terms
Minnesota Sea Grant Center & Center for Great Lakes Literacy	Tonya Kolenda	Tonya Kolenda @ Stowe Elementary	\$600.00	Bus, field trip, programming to Great Lakes Aquarium and alphabet nature book purchase
Western Lake Superior Sanitary District (WLSSD)	Danielle Vang	Ordean East Middle School - School Garden	Bulk Compost	We are requesting compost, so actual money will not be requested. We will use the compost in the school garden.



RESOLUTION

Response to American Indian Parent Committee Resolution of Concurrence and Non-Concurrence 2025-2026

WHEREAS, Minnesota Statute 124D.78 requires a school board to respond in writing within 60 days, in cases of non-concurrence, to each recommendation made by the American Indian Education Parent Committee and state its reasons for implementing or not implementing the recommendations.

NOW, THEREFORE, BE IT RESOLVED that the Duluth School Board submits the response to the American Indian Education Resolution of Concurrence and Non-Concurrence 2025-2026 report as attached.

Dear American Indian Parent Advisory Committee Members,

On behalf of the Duluth Board of Education, we extend our appreciation to the members of the American Indian Parent Advisory Committee (AIPAC) for your continued advocacy on behalf of our American Indian students. We are especially grateful to AIPAC members and co-chairs, Amber Greensky and Amber Lightfeather, for the thoughtful clarification and additional context provided regarding AIPAC's recommendations. AIPAC's insights, particularly around onboarding and training of American Indian education staff, the hiring and support of a dedicated coordinator and the development of a strategic plan, were instrumental in helping the Board craft a response that is direct, respectful, and aligned with AIPAC's intent.

The Board strongly supports and respects AIPAC's stated purpose, as outlined in Article II of the AIPAC Bylaws, to ensure that the educational rights of American Indian students are fully realized within Duluth Public Schools. Your commitment to culturally relevant and equitable educational opportunities is essential and your advisory role remains a critical component in advancing the success and achievement of American Indian students. We also affirm the importance of AIPAC's role in reviewing and approving the District's American Indian Education Program plan. Your input ensures alignment with the needs, experiences and aspirations of the American Indian students and families we serve.

In fulfillment of Minnesota Statute 124D.78, this letter serves as the Board's formal response to AIPAC's vote of non-concurrence. Following careful review during the March 12th Work Session, and in close collaboration with district leadership, the Board has developed a comprehensive response to each recommendation. These responses are included in the attached document.

As we move forward, the Board strongly encourages continued partnership with the American Indian Education Coordinator and the Director for Advancing Equity, Marisa Garverick-Herrera. We are confident that through ongoing collaboration, we can effectively address the goals, requests and expectations outlined in AIPAC's recommendations.

In closing, we again express our gratitude for AIPAC's dedication and leadership. Through continued partnership, we will work together to strengthen the educational experience of American Indian students, promote cultural understanding across our schools and community and advance equitable opportunities that positively impact American Indian students' futures. We look forward to our continued collaboration in fulfilling this shared responsibility.

Should you have any questions or need additional information, please do not hesitate to reach out.

In partnership,

A handwritten signature in black ink that reads "K. Eder". The signature is written in a cursive style with a large initial "K" and a clear "Eder" following.

Kelly Durick Eder, Ph.D.

Duluth Board of Education, Chair

2025-2026 Duluth Public Schools- Board Response to Non-Concurrence

AIPAC Recommendations	Duluth Public Schools Board Response
<p>1. Recommend continuous and intentional tracking and compiling of school data on all American Indian student data.</p> <p>At the pre K and elementary level: attendance, behavior, MCA testing data</p> <p>Request the same information at the middle school level</p> <p>At the High school: graduation, attendance, behavior, 15 day drop, credits earned, extra curricular activities.</p> <p>Data specifically on the Indigenous Cohort for the high school request.</p>	<p>Building trust through transparent and accurate data is a top priority for our Board and School District. Over the past few years, we have worked hard to improve how we track and utilize student information through systems like EduClimber and Infinite Campus. To ensure our families stay informed, we are committed to sharing the following data with AIPAC directly no less than twice a year in AIPAC meetings (and as needed), always in full compliance with state laws and FERPA privacy guidelines:</p> <p>Academic & Attendance Metrics for American Indian Students:</p> <ul style="list-style-type: none"> ● Reading and math MCA testing data (for grades 3-8 and 10th grade reading and science 11th grade math) ● Attendance data for Prek-12 ● 15 day drop rates ● Secondary graduation rates (please note: graduation rates aren't released for year prior until late spring) ● Credits earned by secondary students <p>School Climate:</p> <ul style="list-style-type: none"> ● Discipline data, including the number of major/minor incidents for American Indian students Prek-12. ● Data for secondary students participating in extracurriculars <p>Programming & Staffing:</p> <ul style="list-style-type: none"> ● Participation rates in American Indian education programming (including student counts for the Indigenous Cohort and American Indian Home School Liaisons rosters).

Duluth Public Schools

	<ul style="list-style-type: none"> ● Staffing allocations and the number of dedicated staff providing programming for American Indian students. <p>Financial & Strategic Progress:</p> <ul style="list-style-type: none"> ● Budget allocations and expenditure reports specific to American Indian education funds. ● Progress toward program goals, guided by the American Indian Education Strategic Plan and the American Indian State Aid Plan. <p>By sharing this data, our goal is to ensure consistency, promote transparency and accountability, and reduce future confusion regarding the scope of our reporting. Ultimately, this will support the efficient execution of AIPAC's review and core responsibilities.</p>
<p>2. Solid and continuous onboarding and training for American Indian education staff.</p>	<p>Effective training and onboarding are crucial for both immediate and long-term staff success. Currently, the Department of American Indian Education is led by the Director of Advancing Equity, with support from the Assistant Superintendent and the HR Department. To develop a comprehensive onboarding and training plan, the department is first working to answer the following questions:</p> <ul style="list-style-type: none"> ● What training and onboarding have been provided to staff previously? ● What training is currently planned? ● What specific training still needs to take place based on job descriptions, as well as staff and student needs? ● How can we support American Indian staff across the district? <p>Once these questions are answered, the department will develop a strategic plan to:</p> <ul style="list-style-type: none"> ● Identify key staff, their needs and appropriate training opportunities. ● Collaborate with the Professional Development Coordinator to schedule training and identify facilitators. ● Work with the Assistant Superintendent to identify and address any budget gaps. <p>This training and onboarding plan will be finalized during the summer of 2026 and shared with the</p>

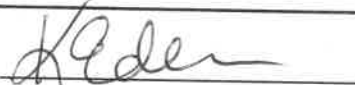
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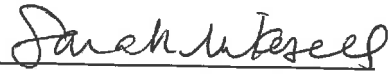
Public Schools

	<p>AIPAC at the start of the 2026–2027 school year. This training may include, but is not limited to, Special Education (SpEd) practices, Infinite Campus and EduClimber systems, Check & Connect protocols, budgeting, and proven strategies to support the academic achievement and engagement of American Indian students.</p>
<p>3. Prioritize hiring, training and supporting a dedicated coordinator to ensure MN American Indian statues are being held to and adhered to with fidelity.</p>	<p>In accordance with state statute, we are committed to establishing a robust hiring process for the American Indian Education Coordinator. We recognize our past challenges in sustaining this role and are intentionally shifting our approach to ensure long-term success.</p> <p>To align our hiring process with state statutes, our Standard Operating Procedures (SOP), and student needs, we are taking the following steps:</p> <ul style="list-style-type: none"> ● Data-Driven Strategy: This March, the Director of Advancing Equity (currently serving as interim coordinator) will lead a comprehensive data analysis of our American Indian student population to inform the AIE Strategic Plan and the upcoming hiring process. ● Assessing Current Needs: We are evaluating current student needs, dedicated staffing, and any necessary strategic shifts to ensure our new hiring process is robust and deeply informed. ● AIPAC Alignment: Once the hiring process is fully mapped out, it will be shared with AIPAC no later than their April 8th, 2026 meeting. And they will be updated throughout the process once it starts. ● Comprehensive Onboarding: A tailored onboarding strategy for the new coordinator will be integrated into the broader training plan outlined in our previous recommendation response. ● Increased Leadership Support: Moving forward, the Director of Advancing Equity (a role added in late October 2025) will directly supervise the new coordinator, providing more direct support and oversight to the department than in previous years.
<p>4. Participation in the AIE program Self-assessment for administration, teachers, district staff, school</p>	<p>We have identified the MDE self-assessment tool for this process. To make it more user-friendly and to streamline data analysis, we have converted the tool into a Google Form. The Director of Equity will distribute this assessment to principals, district staff, and the school board before the end of the current school year. Once collected, the results will be reviewed and shared with AIPAC, district</p>

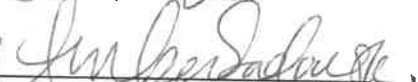
Duluth Public Schools

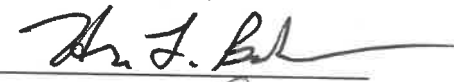
<p>board to help inform the services for American Indian students.</p>	<p>members, and the board to identify key insights and ensure alignment with the strategic plan</p>
<p>5. Develop a strategic plan for American Indian students.</p>	<p>While drafting of the strategic plan has begun, it cannot be finalized without an in-depth review of our American Indian student data. As previously mentioned, the Director of Equity will conduct a comprehensive data analysis this March to ensure the AIE Strategic Plan is firmly rooted in our students' actual needs. The insights gathered will directly shape the draft plan, which we will share with AIPAC for review and feedback no later than their May 6, 2026, meeting. Ultimately, our unwavering commitment is to improve educational outcomes for our American Indian students.</p>


Kelly Durick Eder, Chair



Sarah Mikesell, Clerk


Jill Lofald, Vice Chair

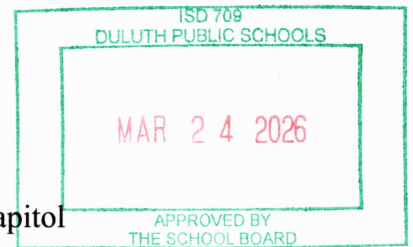

Amber Sadowski, Treasurer


Henry Banks


Rosie Loeffler-Kemp


Stephanie Williams

03/24/2026
Date



RESOLUTION

School Board Member Attendance at AMSD Day at the Capitol

RESOLVED, that Independent School District 709, St. Louis County, Minnesota, pay costs incurred, as per District policy, for school board members to attend AMSD Day at the Capitol.