

**Consent Agenda - Regular School Board Meeting**

Duluth Public Schools, ISD 709

Agenda

Tuesday, April 21, 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 - March 24, 2026

**B. Approval of Action Items**

1) Human Resources

a. HR Staffing Report

3

b. Other Action Items

2) Finance

a. Financial Report

4

b. Fundraisers

5

c. Bids, RFPs and Quotes

(1) BID #1345 - Lowell Elementary Parking Lot Improvements

7

(2) BID #1347 - Laura MacArthur Elementary Tennis Court  
Improvements

10

(3) BID #1349 - Full District-Wide Area Network Services  
Including First Street Building

13

(4) BID #1350 - Wi-Fi Licensing & Support

44

(5) BID #1351 - Dairy Services for FY27 (Renewal)

77

d. Contracts, Change Orders, Leases

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

a. Duluth Head Start Self Assessment Report 2025-26

84

b. Duluth Head Start Transportation Waiver 2027

99

4) Other

a. Diploma Requests

101

b. Field Trip Requests - None

c. Data Sharing Agreements - None

**C. Approval of Policy Readings**

1) First Readings - None

2) Second Readings - None

3) Policies for Review

a. 208 Development Adoption and Implementation of Policies

110

b. 302 Superintendent

114

c. 211 Criminal or Civil Action Against School District, School  
Board Member, Employee, or Student

118

d. 401 Equal Employment Opportunity

124

e. 420 Communicable Diseases and Infectious Conditions	129
f. 604 Instructional Curriculum	135

4) Policies for Deletion

**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) <u>Monthly Committee of the Whole - (April 7, 2026)</u>	<u>145</u>
2) <u>Policy Committee - (April 9, 2026)</u>	<u>258</u>
3) <u>Human Resources/Business Services Committee - (April 13, 2026)</u>	

**HUMAN RESOURCES ACTION ITEMS FOR: April 21, 2026**

<u>CERTIFIED APPOINTMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
ALLEN, AMY B	LTS SPED SOCIAL WORKER/ORDEAN EAST, (MA) III, 9, 1,0, MARTIN J.	04/06/2026
CAVEN, KARLY M	LTS GRADE 1 TEACHER/LAURA MACARTHUR, (MA) IV, 9, 1.0, BAMBENEK A.	03/06/2026
ERHARD, ISABELLE K	LTS, SPED EBD RESOURCE TEACHER/PIEDMONT, (BA) III, 2, 1.0, NIEMCZYK L.	03/23/2026
GUSTIN, TESSIE J	LTS 1ST GRADE TEACHER/LAURA MACARTHUR, (BA) III, 5, 1.0	03/23/2026
MORGENSTERN, KYLA A	LTS-KINDERGARTEN/MYERS-WILKINS, (BA) III, 2, 1.0, ZBINDEN CROW E.	03/24/2026
OLSON, HANNAH M	LTS SPED RESOURCE TEACHER/LAURA MACARTHUR, (BA) III, 2, 1.0, LEONE R.	03/25/2026
SCHMIDT, ANDREW J	LTS VISUAL ARTS TEACHER/MERRITT CREEK, (BA) III, 3, 1.0, SCHRODER O.	04/06/2026
WILLIAMS, ROBIN L	LTS ART SPECIALIST/0.5 STOWE, 0.5 LAKEWOOD, (BA) III, 8, 1.0, CLARK E.	03/09/2026
WOBSCHELL, KAYLA J	SPED SCHOOL NURSE/DISTRICT WIDE, (BA) III, 8, 0,6, WILLIAMS C.	03/23/2026
<b><u>CERTIFIED LEAVES</u></b>	<b><u>POSITIONS</u></b>	<b><u>EFFECTIVE DATES</u></b>
MUELLENBACH, ELI G	Other Leave	09/01/2026 06/11/2027
<b><u>CERTIFIED RESIGNATION</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
CAINE, MEGHAN N	ECFE PARENT EDUCATOR-PIEDMONT ES	06/05/2026 06/05/2026
<b><u>CERTIFIED RETIREMENT</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
JACKSON, LORI A	GRADE 4 - HOMECROFT ES	06/05/2026
KUSCH MARSHALL, KATHI A	PRINCIPAL - CONGDON PARK ES	06/19/2026
<b><u>NON-CERT APPOINTMENT</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
ANDERSON, ANDREW J	FLOATING CUSTODIAN/DISTRICT WIDE, 40/52WKS, \$19.04/HR, CHRISTENSEN A.	03/30/2026
ERICKSON, MATTHEW P	CUSTODIAN/EAST, 40/52WKS, \$18.05/HR, EKKER A.	03/31/2026
GEHRING, JOSEPH G	HOURLY FOOD SERVICE/DISTRICT WIDE, UP TO 12HR/38WKS, \$14.00/HR	03/26/2026
JANEKSELA, HEATHER L	HOURLY MONITOR/LESTER PARK, UP TO 23 HRS/38WKS, \$15.00/HR	03/18/2026
TOWLE, AUTUMN L	HOURLY MONITOR/LOWELL, UP TO 23 HRS/\$15.00/HR	03/23/2026
TURCHI, VALARIE J	HOURLY MONITOR/LAURA MACARTHUR, UP TO 23HRS/38WKS, \$15.00/HR	03/24/2026
WIENEKE, MEGAN M	HOURLY MONITOR/MYERS-WILKINS, UP TO 23HRS/38WKS, \$15.00/HR.	03/20/2026
<b><u>NON-CERT RESIGNATION</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
AIRHART, DARNEISHA F	SUPERVISORY PARA - DW	03/31/2026
EYTCHESON, STEPHANIE A	OSSS - ORDEAN-EAST MS	04/29/2026
JOHANSON, ERICK J	ENGINEER II - LOWELL ES	04/03/2026
LIND, ERIK A	CAFETERIA HELPER 1 - EAST HS	04/07/2026
LYONS, MICHELLE R	HRLY PLAYGROUND/CAFE MONITOR - MYERS-WILKINS ES	03/20/2026
RICKE, ISABELLA A	SPED ECSE PARA - DW	03/13/2026
WARD, SHELBY L	HRLY CAFE/PLAYGROUND MONITOR - LAKEWOOD ES	03/19/2026
<b><u>NON-CERT TERMINATION</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
ANDERSON, KALEN M	HRLY CHILD NUTRITION HELPER-LAURA MAC ES	03/13/2026
<b><u>NON-CERT PRESUMED RESIGNED</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>

# Duluth Public Schools

## REVISED BUDGET

### HR/BS Services Committee Monthly Fund Balance Report April 13, 2026 Committee Meeting

#### BUDGET SUMMARY

04/09/26

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	July -June			
General	1	\$ 134,020,612.52	\$ 137,502,407.11	\$ 73,398,185.15	\$ 21,669.13	\$ 64,082,552.83			53%		
<b>REVISED REVENUE - SPECIAL EDUCATION</b>			<b>\$ 5,256,647.00</b>								
<b>REVISED REVENUE - + 32 ADM adjustment</b>			<b>\$ 239,392.00</b>	<b>TOTAL REVISED REV = \$5,496,039.00</b>							
Food Service	2	\$ 6,120,000.00	\$ 6,120,000.00	\$ 3,593,200.20	\$ -	\$ 2,526,799.80			59%		
Transportation	3	\$ 3,866,200.00	\$ 3,866,200.00	\$ 2,787,037.69	\$ -	\$ 1,079,162.31			72%		
Community Ed	4	\$ 8,187,495.00	\$ 8,187,495.00	\$ 4,452,329.87	\$ -	\$ 3,735,165.13			54%		
Operating Capital	5	\$ 4,680,435.48	\$ 1,974,644.89	\$ 933,331.58	\$ -	\$ 1,041,313.31			47%		
Building Construction	6	\$ -	\$ -	\$ -	\$ -	\$ -					
Debt Service Fund	7	\$ 27,857,301.00	\$ 27,857,301.00	\$ 2,212,780.97	\$ -	\$ 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	\$ 916,322.12	\$ -	\$ 43,513.88			95%		
Student Activity	79	\$ 106,940.00	\$ 110,490.00	\$ 310,156.86	\$ -	\$ (199,666.86)			281%		
<b>REVENUE</b>	<b>TOTALS:</b>	<b>\$ 186,118,820.00</b>	<b>\$ 192,394,413.00</b>	<b>\$ 88,603,344.44</b>	<b>\$ 21,669.13</b>	<b>\$ -</b>	<b>\$ 98,273,360.43</b>		<b>46%</b>		

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	July -June			
General	1	\$ 128,563,977.06	\$ 134,577,090.03	\$ 98,282,813.99	\$ 2,497,161.26	\$ 33,797,114.78			75%		
Food Service	2	\$ 6,095,464.00	\$ 6,095,464.00	\$ 3,971,718.35	\$ 1,403,441.85	\$ 720,303.80			88%		
Transportation	3	\$ 7,864,200.00	\$ 7,864,200.00	\$ 7,470,869.09	\$ 310,072.08	\$ 83,258.83			99%		
Community Ed	4	\$ 7,725,252.00	\$ 7,725,194.86	\$ 5,484,659.51	\$ 73,599.50	\$ 2,166,935.85			72%		
Operating Captial	5	\$ 5,648,724.89	\$ 5,648,724.89	\$ 5,895,962.97	\$ 897,127.21	\$ (1,144,365.29)			120%		
Building Construction	6	\$ -	\$ -	\$ 11,211,331.53	\$ 15,420,956.03	\$ (26,632,287.56)					
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	\$ 1,029,378.94	\$ -	\$ (3,830.94)			100%		
Student Activity	79	\$ 86,750.00	\$ 753,465.85	\$ 246,034.19	\$ 32,754.91	\$ 474,676.75			37%		
<b>EXPENSE</b>	<b>TOTALS</b>	<b>\$ 184,675,277.95</b>	<b>\$ 191,355,049.63</b>	<b>\$ 160,986,853.26</b>	<b>\$ 20,635,112.84</b>	<b>\$ -</b>	<b>\$ 9,733,083.53</b>		<b>95%</b>		

** special ed orginal budget R & E	\$26,085,315.00
adjusted w/ cross subsidy R	\$31,341,962.00
adjusted w/cross subsidy E	\$36,480,478.00

Extra Curricular	Fund 01 Prog 298
Revenue	\$ 436,874.61
Expense	\$ 576,907.10

**Fundraisers Reported  
March 2026**

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

<b>School</b>	<b>Organization Fundraising</b>	<b>Estimated Profit</b>	<b>Description of Fundraiser</b>
Denfeld	Robotics Team	\$6,000.00	We will be hosting our annual dinner & silent auction
Denfeld	School-wide	Unknown	The Commencement Group provides free, on-site, flower selling fundraising service at no cost. On the day of graduation, they send 2 representatives to your event, set up a table at guest entrances - to offer flowers and other commemorative items to guests. We provide all necessary supplies, delivering a convenient and appreciated service for graduates and guests alike. Following the event, you will receive a commission return of 25% on all pre-order sales and 15% on all sales made on-site the day of graduation.
Denfeld	Denfeld Speech Team	\$800.00	Bagging groceries
District Service Center	Duluth Public Schools for Unity in Our Community	\$90.00	Dine-in/Carry Out Fundraiser
District Service Center	Duluth Public Schools for Unity in Our Community	\$100.00	Online and In-Restaurant Fundraiser
Districtwide	K.E.Y. Zone afterschool programs	\$5,000.00	Walk/Runathon
East	Duluth East Golf	\$9,000.00	Leading Edge
Lester Park	School-wide	No profit	March Union Gospel Food Drive
Lester Park	School-wide	\$1,506.36	Jostens Pictures – proceeds from picture day

Lincoln Park	Music Department	\$10,000.00	This fundraiser will be for 7th and 8th grade music students to raise funds for our Chanhassen trip this spring. The cost of the trip is \$100 per student, so we anticipate students earning \$100 each and paying the total payment with that fundraising money.
Lincoln Park	6th Grade Fort Snelling Field Trip	\$500.00	Pizza Ranch is hosting a Dine to Donate event.
Lincoln Park	Music Department	\$150.00	Spirit Wear Sale (sweatshirts and t-shirts)



# DESIGN TREE

engineering + land surveying

April 9, 2026

Duluth Public Schools  
713 Portia Johnson Drive  
Duluth, MN 55811

Regarding: Lowell Elementary Parking Lot Improvements Bid #1345



Dear Duluth Public School District,

On April 2, 2026, 7 bids were opened for the above referenced project. Ulland Brothers, Inc. based out of Cloquet, Minnesota submitted the low bid for the project. Below is a list of all bids received for the project. The bidders also submitted the required bid bond and responsible contractor forms.


Company	Bid Amount
Ulland Brothers, Inc.	\$362,000.00
Diversified Paving	\$444,019.00
Sinnott Contracting, LLC	\$495,000.00
Kiminski Paving Inc.	\$541,000.00
KTM Paving, Inc.	\$555,750.00
Northland Constructors of Duluth, a division of Mathy Construction Company	\$594,400.00
Urban Companies LLC	\$924,000.00


Design Tree has reviewed and evaluated the bids that were submitted for completeness and the necessary documentation and spoken to the low bidder. Based on the price bid for the project, our evaluation of the bids and the Contractor’s experience in working on these types of projects, it is Design Tree’s professional opinion that Ulland Brothers, Inc. is the lowest responsible bidder for the project and our recommendation for the School District to accept the bid and award the contract for the project to Ulland Brothers, Inc.

The next step in the process, if the School District concurs with our recommendation, is to sign the Notice of Award which will be provided upon acceptance. Design Tree will then send the Contracts to Ulland Brothers, Inc., which will need to be submitted back to Design Tree along with the Payment Bond, Performance Bond and Certificate of Insurance for the project.

After reviewing the above information, if you should have any questions regarding the responses above, please feel free to contact me at (320) 227-0203 or at [mjg@dte-ls.com](mailto:mjg@dte-ls.com).

Sincerely,  
DESIGN TREE ENGINEERING, INC

  
Michael Gerber, P.E.  
Civil Team Leader  
Enc: Bid Tabulation

  
\_\_\_\_\_  
Kelly Durick Eder, Board Chair

## BID OPENING

PROJECT NO: 12525005

PROJECT: Lowell Elementary Parking Lot Improvements Bid #1345

BIDDER	BID BOND	RESPONSIBLE CONTRACTOR	ADDENDUM #1	TOTAL BID
KIMINSKI PAVING INC.	X	X	X	\$541,000.00
DIVERSIFIED PAVING	X	X	X	\$444,019.00
NORTHLAND CONSTRUCTORS OF DULUTH, A DIVISION OF MATHY CONSTRUCTION COMPANY	X	X	X	\$594,400.00
URBAN COMPANIES LLC	X	X	X	\$924,000.00
KTM PAVING, INC.	X	X	X	\$555,750.00
SINNOTT CONTRACTING, LLC	X	X	X	\$495,000.00
ULLAND BROTHERS, INC.	X	X	X	\$362,000.00

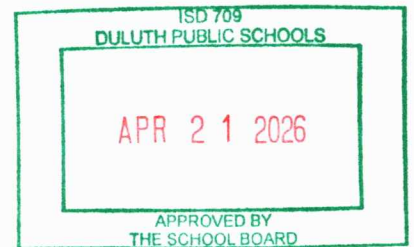
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.



MICHAEL J. GERBER, PE

MN LICENSE #56653

4/02/2026, 10:00am  
 709 Portia Johnson Drive  
 Duluth, MN 55811



**NOTICE OF AWARD**

Date of Issuance: April 21, 2026  
Owner: Duluth Public Schools Owner's Project No.: 1347  
Engineer: Design Tree Engineering, Inc. Engineer's Project No.: 12525004  
Project: Laura MacArthur Elementary Tennis Court Improvements Bid #1347  
Contract Name: Laura MacArthur Elementary Tennis Court Improvements Bid #1347  
Bidder: Diversified Paving  
Bidder's Address: 23633 66<sup>th</sup> Ave, Saint Augusta, MN 56301

You are notified that Owner has accepted your Bid dated **April 2, 2026** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

**Laura MacArthur Elementary Tennis Court Improvements Bid #1347**

The Contract Price of the awarded Contract is **\$439,428.00**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

**Three (3)** unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **three (3)** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): **None**

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **Duluth Public Schools**  
By (signature): Kelly Eder  
Name (printed): Kelly Eder  
Title: School Board Chair  
Copy: Engineer

# DESIGN TREE

engineering + land surveying

April 9, 2026

Duluth Public Schools  
713 Portia Johnson Drive  
Duluth, MN 55811



Regarding: Laura MacArthur Elementary Tennis Court Improvements Bid #1347

Dear Duluth Public School District,

On April 2, 2026, 5 bids were opened for the above referenced project. Diversified Paving based out of Saint Augusta, Minnesota submitted the low bid for the project. Below is a list of all bids received for the project. The bidders also submitted the required bid bond and responsible contractor forms.


Company	Bid Amount
Diversified Paving	\$439,428.00
Veit & Company, Inc.	\$467,000.00
KTM Paving, Inc.	\$467,500.00
Kiminski Paving Inc.	\$490,000.00
Urban Companies LLC	\$639,000.00

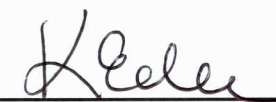
Design Tree has reviewed and evaluated the bids that were submitted for completeness and the necessary documentation and spoken to the low bidder. Based on the price bid for the project, our evaluation of the bids and the Contractor's experience in working on these types of projects, it is Design Tree's professional opinion that Diversified Paving is the lowest responsible bidder for the project and our recommendation for the School District to accept the bid and award the contract for the project to Diversified Paving.

The next step in the process, if the School District concurs with our recommendation, is to sign the Notice of Award which will be provided upon acceptance. Design Tree will then send the Contracts to Diversified Paving, which will need to be submitted back to Design Tree along with the Payment Bond, Performance Bond and Certificate of Insurance for the project.

After reviewing the above information, if you should have any questions regarding the responses above, please feel free to contact me at (320) 227-0203 or at [mjg@dte-ls.com](mailto:mjg@dte-ls.com).

Sincerely,  
DESIGN TREE ENGINEERING, INC

  
Michael Gerber, P.E.  
Civil Team Leader  
Enc: Bid Tabulation

  
\_\_\_\_\_  
Kelly Durick Eder, Board Chair



**INDEPENDENT SCHOOL DISTRICT 709**

Duluth Public Schools  
709 Portia Johnson Dr.  
Duluth, Minnesota 55811  
218-336-8738



**MEMORANDUM**

**To:** Simone Zunich, Executive Director of Business Services  
**From:** Cathy Holman, Purchasing Coordinator  
**Subject:** Bid 1349, Full District Wide Area Network Services including First Street building  
**Date:** April 10, 2026

In March, an RFP was issued for data connectivity across district locations, including the renovating First Street building. Starting July 1, the five-year contract will be partially funded by federal E-Rate credits.

The 28-day public notice appeared on the E-Rate website and in the Duluth News Tribune. Bids were reviewed on March 27.

The district received one bid on this opportunity:

**Vendor:** Spectrum  
**Amount:** \$11,700 monthly for a 5 year term, \$702,000 total for life of contract

Director of Technology Greg Krueger and Network Architect Nick Krauss confirmed that Spectrum's bid meets district specifications. The proposal augments the current contract to include the First Street building and redesigns the network to reduce future expansion costs.

Executive Director of Business Services Simone Zunich recommends awarding the contract to Spectrum for \$11,700 monthly over a five-year term, totaling \$702,000.

**Program:** Technology

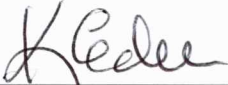
**Fund Custodian:** Simone Zunich, Executive Director of Business Services

Date: March 27, 2026

**BID TAB FOR BID# 1350, FULL-DISTRICT WIDE AREA NETWORK SERVICES INCLUDING FIRST STREET BUILDING**

<u>VENDOR</u>	<u>AMOUNT</u>
SPECTRUM	\$11,700 monthly for 5 year term, \$702,000 total for life of contract

**Awarded Vendor:** Spectrum

  
\_\_\_\_\_  
Kelly Durick Eder, Board Chair



## SERVICE ORDER

THIS SERVICE ORDER ("Service Order") is executed and effective upon the date of the signature set forth in the signature block below ("Effective Date") and is by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum") and Customer (as shown below), and is governed by and subject to the applicable Spectrum Business - Enterprise Commercial Terms of Service posted at <https://enterprise.spectrum.com/legal/terms-and-conditions.html> (or successor URL) or, if applicable, an existing service agreement executed by the parties (each, as appropriate, the "Service Agreement"). Except as specifically modified herein, all other terms and conditions of the Service Agreement shall remain unamended and in full force and effect.

Spectrum Contact Information	
Contact: Rick Arndt	
Telephone: (608) 709-1515	
Email: rick.arndt@charter.com	

Customer Information		
Customer Name ISD 709 DULUTH PS	Order # 15356454	
Address 709 Portia Johnson Dr DULUTH MN 55811		
Telephone (218) 336-8754	Email: gregory.krueger@isd709.org	
Contact Name Gregory Krueger	Telephone (218) 336-8754	Email: gregory.krueger@isd709.org
Billing Address 215 N 1ST AVE E DULUTH 55805		
Billing Contact Name	Telephone	Email:

NEW AND REVISED SERVICES AT 3401 Technology Dr , Duluth MN 55811				
Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
Hub - ELINE Master	60 Months	1	\$0.00	\$0.00
EP-LAN 10Gbps	60 Months	1	\$1,000.00	\$1,000.00
<b>TOTAL</b>				<b>\$1,000.00</b>

NEW AND REVISED SERVICES AT 714 1/2 W College St , Duluth MN 55811				
Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
Spoke	60 Months	1	\$0.00	\$0.00
EP-LAN 1Gbps	60 Months	1	\$320.00	\$320.00
<b>TOTAL</b>				<b>\$320.00</b>



**NEW AND REVISED SERVICES AT 1918 N Arlington Ave , Duluth MN 55811**

Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
Spoke	60 Months	1	\$0.00	\$0.00
EP-LAN 1Gbps	60 Months	1	\$320.00	\$320.00
<b>TOTAL</b>				<b>\$320.00</b>

**NEW AND REVISED SERVICES AT 3116 E Superior St , Duluth MN 55812**

Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
Spoke	60 Months	1	\$0.00	\$0.00
EP-LAN 2Gbps	60 Months	1	\$650.00	\$650.00
<b>TOTAL</b>				<b>\$650.00</b>

**NEW AND REVISED SERVICES AT 401 N 44th Ave W , Duluth MN 55807**

Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
Spoke	60 Months	1	\$0.00	\$0.00
EP-LAN 2Gbps	60 Months	1	\$650.00	\$650.00
<b>TOTAL</b>				<b>\$650.00</b>

**NEW AND REVISED SERVICES AT 301 N 40th Ave E , Duluth MN 55804**

Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
Spoke	60 Months	1	\$0.00	\$0.00
EP-LAN 2Gbps	60 Months	1	\$650.00	\$650.00
<b>TOTAL</b>				<b>\$650.00</b>

**NEW AND REVISED SERVICES AT 713 Portia Johnson Dr , Duluth MN 55811**

Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
Spoke	60 Months	1	\$0.00	\$0.00
EP-LAN 2Gbps	60 Months	1	\$650.00	\$650.00
<b>TOTAL</b>				<b>\$650.00</b>



NEW AND REVISED SERVICES AT 4784 Howard Gnesen Rd , Duluth MN 55803				
Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
Spoke	60 Months	1	\$0.00	\$0.00
EP-LAN 2Gbps	60 Months	1	\$650.00	\$650.00
<b>TOTAL</b>				<b>\$650.00</b>

NEW AND REVISED SERVICES AT 5207 N Tischer Rd , Duluth MN 55804				
Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
Spoke	60 Months	1	\$0.00	\$0.00
EP-LAN 2Gbps	60 Months	1	\$650.00	\$650.00
<b>TOTAL</b>				<b>\$650.00</b>

NEW AND REVISED SERVICES AT 720 N Central Ave , Duluth MN 55807				
Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
Spoke	60 Months	1	\$0.00	\$0.00
EP-LAN 2Gbps	60 Months	1	\$650.00	\$650.00
<b>TOTAL</b>				<b>\$650.00</b>

NEW AND REVISED SERVICES AT 5300 Glenwood St , Duluth MN 55804				
Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
Spoke	60 Months	1	\$0.00	\$0.00
EP-LAN 2Gbps	60 Months	1	\$650.00	\$650.00
<b>TOTAL</b>				<b>\$650.00</b>

NEW AND REVISED SERVICES AT 3215 W 3rd St , Duluth MN 55806				
Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
Spoke	60 Months	1	\$0.00	\$0.00
EP-LAN 2Gbps	60 Months	1	\$650.00	\$650.00
<b>TOTAL</b>				<b>\$650.00</b>

NEW AND REVISED SERVICES AT 2000 Rice Lake Rd , Duluth MN 55811				
Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
Spoke	60 Months	1	\$0.00	\$0.00
EP-LAN 2Gbps	60 Months	1	\$650.00	\$650.00
<b>TOTAL</b>				<b>\$650.00</b>

NEW AND REVISED SERVICES AT 4000 W 9th St , Duluth MN 55807				
Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
Spoke	60 Months	1	\$0.00	\$0.00
EP-LAN 1Gbps	60 Months	1	\$320.00	\$320.00
<b>TOTAL</b>				<b>\$320.00</b>

NEW AND REVISED SERVICES AT 1027 N 8th Ave E , Duluth MN 55805				
Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
Spoke	60 Months	1	\$0.00	\$0.00
EP-LAN 2Gbps	60 Months	1	\$650.00	\$650.00
<b>TOTAL</b>				<b>\$650.00</b>

NEW AND REVISED SERVICES AT 2900 E 4th St , Duluth MN 55812				
Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
Spoke	60 Months	1	\$0.00	\$0.00
EP-LAN 2Gbps	60 Months	1	\$650.00	\$650.00
<b>TOTAL</b>				<b>\$650.00</b>

NEW AND REVISED SERVICES AT 2827 Chambersburg Ave , Duluth MN 55811				
Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
Spoke	60 Months	1	\$0.00	\$0.00
EP-LAN 2Gbps	60 Months	1	\$650.00	\$650.00
<b>TOTAL</b>				<b>\$650.00</b>



NEW AND REVISED SERVICES AT 4849 Ivanhoe St , Duluth MN 55804				
Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
Spoke	60 Months	1	\$0.00	\$0.00
EP-LAN 1Gbps	60 Months	1	\$320.00	\$320.00
<b>TOTAL</b>				<b>\$320.00</b>

NEW AND REVISED SERVICES AT 715 101st Ave W , Duluth MN 55808				
Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
Spoke	60 Months	1	\$0.00	\$0.00
EP-LAN 2Gbps	60 Months	1	\$650.00	\$650.00
<b>TOTAL</b>				<b>\$650.00</b>

NEW AND REVISED SERVICES AT 424 W 1st St Unit EPL, Duluth MN 55802				
Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
Spoke	60 Months	1	\$0.00	\$0.00
EP-LAN 1Gbps	60 Months	1	\$320.00	\$320.00
<b>TOTAL</b>				<b>\$320.00</b>

ONE TIME CHARGE(S) AT 714 1/2 W College St , Duluth MN 55811			
Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
Ethernet Fiber Install	1	\$0.00	\$0.00
Demarc Wiring Service	1	\$500.00	\$500.00
Demarc Wiring Service - Promotion	1	(\$500.00)	(\$500.00)
<b>TOTAL</b>			<b>\$0.00</b>

ONE TIME CHARGE(S) AT 1918 N Arlington Ave , Duluth MN 55811			
Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
Ethernet Fiber Install	1	\$0.00	\$0.00
Demarc Wiring Service	1	\$500.00	\$500.00
Demarc Wiring Service - Promotion	1	(\$500.00)	(\$500.00)
<b>TOTAL</b>			<b>\$0.00</b>

ONE TIME CHARGE(S) AT 3116 E Superior St , Duluth MN 55812			
Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
Ethernet Fiber Install	1	\$0.00	\$0.00
Demarc Wiring Service	1	\$500.00	\$500.00
Demarc Wiring Service - Promotion	1	(\$500.00)	(\$500.00)
<b>TOTAL</b>			<b>\$0.00</b>

ONE TIME CHARGE(S) AT 401 N 44th Ave W , Duluth MN 55807			
Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
Ethernet Fiber Install	1	\$0.00	\$0.00
Demarc Wiring Service	1	\$500.00	\$500.00
Demarc Wiring Service - Promotion	1	(\$500.00)	(\$500.00)
<b>TOTAL</b>			<b>\$0.00</b>

ONE TIME CHARGE(S) AT 301 N 40th Ave E , Duluth MN 55804			
Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
Ethernet Fiber Install	1	\$0.00	\$0.00
Demarc Wiring Service	1	\$500.00	\$500.00
Demarc Wiring Service - Promotion	1	(\$500.00)	(\$500.00)
<b>TOTAL</b>			<b>\$0.00</b>

ONE TIME CHARGE(S) AT 713 Portia Johnson Dr , Duluth MN 55811			
Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
Ethernet Fiber Install	1	\$0.00	\$0.00
Demarc Wiring Service	1	\$500.00	\$500.00
Demarc Wiring Service - Promotion	1	(\$500.00)	(\$500.00)
<b>TOTAL</b>			<b>\$0.00</b>

ONE TIME CHARGE(S) AT 4784 Howard Gnesen Rd , Duluth MN 55803			
Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
Ethernet Fiber Install	1	\$0.00	\$0.00
Demarc Wiring Service	1	\$500.00	\$500.00
Demarc Wiring Service - Promotion	1	(\$500.00)	(\$500.00)
<b>TOTAL</b>			<b>\$0.00</b>



ONE TIME CHARGE(S) AT 5207 N Tischer Rd , Duluth MN 55804			
Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
Ethernet Fiber Install	1	\$0.00	\$0.00
Demarc Wiring Service	1	\$500.00	\$500.00
Demarc Wiring Service - Promotion	1	(\$500.00)	(\$500.00)
<u>TOTAL</u>			<b>\$0.00</b>

ONE TIME CHARGE(S) AT 720 N Central Ave , Duluth MN 55807			
Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
Ethernet Fiber Install	1	\$0.00	\$0.00
Demarc Wiring Service	1	\$500.00	\$500.00
Demarc Wiring Service - Promotion	1	(\$500.00)	(\$500.00)
<u>TOTAL</u>			<b>\$0.00</b>

ONE TIME CHARGE(S) AT 5300 Glenwood St , Duluth MN 55804			
Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
Ethernet Fiber Install	1	\$0.00	\$0.00
Demarc Wiring Service	1	\$500.00	\$500.00
Demarc Wiring Service - Promotion	1	(\$500.00)	(\$500.00)
<u>TOTAL</u>			<b>\$0.00</b>

ONE TIME CHARGE(S) AT 3215 W 3rd St , Duluth MN 55806			
Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
Ethernet Fiber Install	1	\$0.00	\$0.00
Demarc Wiring Service	1	\$500.00	\$500.00
Demarc Wiring Service - Promotion	1	(\$500.00)	(\$500.00)
<u>TOTAL</u>			<b>\$0.00</b>

ONE TIME CHARGE(S) AT 2000 Rice Lake Rd , Duluth MN 55811			
Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
Ethernet Fiber Install	1	\$0.00	\$0.00
Demarc Wiring Service	1	\$500.00	\$500.00
Demarc Wiring Service - Promotion	1	(\$500.00)	(\$500.00)
<u>TOTAL</u>			<b>\$0.00</b>

ONE TIME CHARGE(S) AT 4000 W 9th St , Duluth MN 55807			
Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
Ethernet Fiber Install	1	\$0.00	\$0.00
Demarc Wiring Service	1	\$500.00	\$500.00
Demarc Wiring Service - Promotion	1	(\$500.00)	(\$500.00)
<b>TOTAL</b>			<b>\$0.00</b>

ONE TIME CHARGE(S) AT 1027 N 8th Ave E , Duluth MN 55805			
Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
Ethernet Fiber Install	1	\$0.00	\$0.00
Demarc Wiring Service	1	\$500.00	\$500.00
Demarc Wiring Service - Promotion	1	(\$500.00)	(\$500.00)
<b>TOTAL</b>			<b>\$0.00</b>

ONE TIME CHARGE(S) AT 2900 E 4th St , Duluth MN 55812			
Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
Ethernet Fiber Install	1	\$0.00	\$0.00
Demarc Wiring Service	1	\$500.00	\$500.00
Demarc Wiring Service - Promotion	1	(\$500.00)	(\$500.00)
<b>TOTAL</b>			<b>\$0.00</b>

ONE TIME CHARGE(S) AT 2827 Chambersburg Ave , Duluth MN 55811			
Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
Ethernet Fiber Install	1	\$0.00	\$0.00
Demarc Wiring Service	1	\$500.00	\$500.00
Demarc Wiring Service - Promotion	1	(\$500.00)	(\$500.00)
<b>TOTAL</b>			<b>\$0.00</b>

ONE TIME CHARGE(S) AT 4849 Ivanhoe St , Duluth MN 55804			
Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
Ethernet Fiber Install	1	\$0.00	\$0.00
Demarc Wiring Service	1	\$500.00	\$500.00
Demarc Wiring Service - Promotion	1	(\$500.00)	(\$500.00)
<b>TOTAL</b>			<b>\$0.00</b>



ONE TIME CHARGE(S) AT 715 101st Ave W , Duluth MN 55808			
Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
Ethernet Fiber Install	1	\$0.00	\$0.00
Demarc Wiring Service	1	\$500.00	\$500.00
Demarc Wiring Service - Promotion	1	(\$500.00)	(\$500.00)
<u>TOTAL</u>			<b>\$0.00</b>

ONE TIME CHARGE(S) AT 424 W 1st St Unit EPL, Duluth MN 55802			
Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
Ethernet Fiber Install	1	\$0.00	\$0.00
Demarc Wiring Service	1	\$500.00	\$500.00
Demarc Wiring Service - Promotion	1	(\$500.00)	(\$500.00)
<u>TOTAL</u>			<b>\$0.00</b>

ONE TIME CHARGE(S) AT 3401 Technology Dr , Duluth MN 55811			
Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
Ethernet Fiber Install	1	\$0.00	\$0.00
<u>TOTAL</u>			<b>\$0.00</b>

1. **TOTAL CHARGE(S).** Total monthly recurring charges and total one-time charges are due in accordance with the monthly invoice.
2. **TAXES.** Plus applicable taxes, fees, and surcharges as presented on the respective invoice(s).
3. **SPECIAL TERMS.**

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**E-Rate Funding Contingency.**

Customer may submit this Service Order and the Agreement to the Schools and Libraries Division of the Universal Service Administrative Company, (i.e., the entity appointed by the Federal Communications Commission to administer the Universal Service Program with respect to Schools and Libraries (E-Rate) funding) as part of any application seeking a federal subsidy or funding.

Customer is responsible for notifying Spectrum of its election of either the Service Provider Invoice (SPI) or Billed Entity Applicant Reimbursement ("BEAR") discount method by May 15th prior to the applicable funding year. Customer must complete and return an E-Rate Discount Election Form to Spectrum prior to such date, or Customer will be deemed to have chosen the BEAR discount method for the funding year.

Upon Spectrum's receipt of appropriate notice that Customer is an approved E-Rate program participant for a Service, Spectrum will invoice Customer for the Service in accordance with E-Rate guidelines and/or rules. If Spectrum invoices Customer for a Service pursuant to any E-Rate program rates, discounts or credits in advance of receiving such notice and Customer's request for E-Rate program funding is denied, limited or reduced, Spectrum will invoice Customer and Customer will pay the difference between such invoiced amount(s) and the actual amount of the charges for the Service as described in this Service Order. Notwithstanding anything herein to the contrary, Customer's obligations under this Service Order shall remain in full force and effect in the event Customer withdraws or is removed from the E-Rate program, receives E-Rate program funding that is less than Customer's requested funding amount, or is denied E-Rate program funding for any Service described in this Service Order. For the avoidance of doubt, Customer is solely responsible for all charges for services, as described in this Service Order, that were installed prior to the E-Rate program funding year start date.

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**E-Rate Upgrade within Term**

During the Order Term, Customer shall have the option, exercisable upon thirty (30) days prior written notice to Spectrum (the "Required Notice"), to upgrade its purchased bandwidth at the Service Location(s) reflected in this Service Order to the bandwidth and MRC as reflected in the chart in Exhibit A provided that: (i) Customer has paid for all necessary Equipment, if any, to provide the upgrade; (ii) Customer is in good standing on its payment obligations at the time of the requested upgraded Services; and (iii) such upgrade applies to bandwidth/speed upgrades only, and not a change to Customer's existing Service(s). Nothing herein is intended to modify the Order Term of this Service Order. Except as specifically modified herein, all other terms and conditions of the Service Agreement and this Service Order shall remain unchanged and in full force and effect. Customer will be required to execute a new Service Order to document the upgrade.

By signing below, the signatory represents they are duly authorized to execute this Service Order

**Customer**

**Signature:** Signed by:  
Sheila Stevens  
F1F0225D71074D9...

**Printed Name:** Sheila Stevens

**Title:** Finance Manager

**Date:** 3/31/2026

**Charter Communications Operating, LLC**

**By: Charter Communications, Inc., its Manager**

**Signature:** DocuSigned by:  
David Brown  
F5E211496B4D477...

**Printed Name:** David Brown

**Title:** Vice President Vertical Markets

**Date:** 3/31/2026

Exhibit A

Service Location	A or Z Loc	Service	Bandwidth / Product Description	Initial Order Term (Months)	QTY	MRR	OTC
1918 N Arlington Ave Duluth MN 55811	Z	Ethernet EPLAN	5 Gbps	60	1	\$950.00	\$0.00
714 1/2 W College St, Duluth, MN 55811	Z	Ethernet EPLAN	5 Gbps	60	1	\$950.00	\$0.00
3116 E Superior St Duluth MN 55812	Z	Ethernet EPLAN	5 Gbps	60	1	\$950.00	\$0.00
401 N 44th Ave W Duluth MN 55807	Z	Ethernet EPLAN	5 Gbps	60	1	\$950.00	\$0.00
301 N 40th Ave E Duluth MN 55804	Z	Ethernet EPLAN	5 Gbps	60	1	\$950.00	\$0.00
713 Portia Johnson Dr, Duluth, MN 55811	Z	Ethernet EPLAN	5 Gbps	60	1	\$950.00	\$0.00
4784 Howard Gnesen Rd Duluth MN 55803	Z	Ethernet EPLAN	5 Gbps	60	1	\$950.00	\$0.00
5207 N Tischer Rd Duluth MN 55804	Z	Ethernet EPLAN	5 Gbps	60	1	\$950.00	\$0.00
720 N Central Ave Duluth MN 55807	Z	Ethernet EPLAN	5 Gbps	60	1	\$950.00	\$0.00
5300 Glenwood St Duluth MN 55804	Z	Ethernet EPLAN	5 Gbps	60	1	\$950.00	\$0.00
3215 W 3rd St Duluth MN 55806	Z	Ethernet EPLAN	5 Gbps	60	1	\$950.00	\$0.00
2000 Rice Lake Rd Duluth MN 55811	Z	Ethernet EPLAN	5 Gbps	60	1	\$950.00	\$0.00
4000 W 9th St Duluth MN 55807	Z	Ethernet EPLAN	5 Gbps	60	1	\$950.00	\$0.00
1027 N 8th Ave E Duluth MN 55805	Z	Ethernet EPLAN	5 Gbps	60	1	\$950.00	\$0.00
2900 E 4th St Duluth MN 55812	Z	Ethernet EPLAN	5 Gbps	60	1	\$950.00	\$0.00
2827 Chambersburg Ave Duluth MN 55811	Z	Ethernet EPLAN	5 Gbps	60	1	\$950.00	\$0.00
4849 Ivanhoe St Duluth MN 55804	Z	Ethernet EPLAN	5 Gbps	60	1	\$950.00	\$0.00
715 101st Ave W Duluth MN 55808	Z	Ethernet EPLAN	5 Gbps	60	1	\$950.00	\$0.00
424 W 1st St, Duluth, MN 55802	Z	Ethernet EPLAN	5 Gbps	60	1	\$950.00	\$0.00
4000 W 9th St Duluth MN 55807	Z	Ethernet EPLAN	2 Gbps	60	1	\$650.00	\$0.00
4849 Ivanhoe St Duluth MN 55804	Z	Ethernet EPLAN	2 Gbps	60	1	\$650.00	\$0.00



1918 N Arlington Ave Duluth MN 55811	Z	Ethernet EPLAN	2 Gbps	60	1	\$650.00	\$0.00
714 1/2 W College St, Duluth, MN 55811	Z	Ethernet EPLAN	2 Gbps	60	1	\$650.00	\$0.00
424 W 1st St, Duluth, MN 55802	Z	Ethernet EPLAN	2 Gbps	60	1	\$650.00	\$0.00
424 W 1st St, Duluth, MN 55802	Z	Ethernet EPLAN	5 Gbps	60	1	\$950.00	\$0.00
424 W 1st St, Duluth, MN 55802	Z	Ethernet EPLAN	10 Gbps	60	1	\$1,000.00	\$0.00



Ethernet Intrastate-Only Traffic Certification

Customer Name (Legal Entity): ISD 709 DULUTH PS

Billing Address:

709 Portia Johnson Dr
DULUTH MN 55811

Circuit ID / Account Number

Charter Communications Operating, LLC and its subsidiaries providing the Services ("Spectrum"), presumes that more than 10% of the traffic carried on the WAN/Ethernet services that we provide to you over any circuit will be interstate in nature, and that therefore by Federal Communications Commission regulation each such circuit must be treated as jurisdictionally interstate in its entirety. If you expect that 10% or less of the traffic to be carried over any circuit will be interstate in nature, please complete the certification form below to identify the relevant circuit(s) and specify the expected jurisdictional allocation of your traffic associated with such circuit(s). Please note that all Internet-related traffic is presumptively interstate. Also, please note that you must provide this when you enter into, or renew, your contract or Service Order, when you add WAN/Ethernet services or circuits, and whenever there is a material change in the actual or expected jurisdictional nature of your traffic. In the event that you fail to provide this certification in accordance with procedures specified by Spectrum, Spectrum reserves the right to again presume that more than 10% of the traffic carried over each circuit is interstate in nature and calculate the fees applicable to that usage accordingly.

CERTIFICATION

I certify that the traffic carried by Spectrum in its provision of WAN/Ethernet services on the circuits listed on the attached Service Order is jurisdictionally intrastate and will contain no more than 10% interstate traffic.

Signed by: Sheila Stevens 3/31/2026
(F1F0225D71074D9...)
(Authorized Customer Signature) (Date Signed)
Sheila Stevens Finance Manager
(Printed Name) (Title)



**Ethernet Intrastate-Only Traffic Certification**

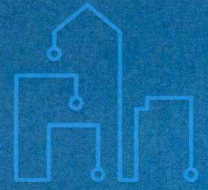
Authorized Customer Contact Information:

Phone: (218) 336-8754

Email: [gregory.krueger@isd709.org](mailto:gregory.krueger@isd709.org)

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# Spectrum Business – for enterprise Services pre-service installation guide



Welcome, and thank you for choosing Spectrum Business. After you sign your service order, our teams will keep you updated on the status of your order. In the meantime, this document will help you understand what happens as you progress toward the service installation process.

Feel free to reach out to your sales contact if you have questions or need additional information. When installation begins, however, you'll have a dedicated project manager who'll partner with you as your main point of contact for a successful installation.

## Client project milestones

## Spectrum Business project milestones

- 1 Sign service order.
- 2 If necessary, work with our internal teams to provide any additional information or forms required to finalize your order.
- 3 Your Spectrum Enterprise project manager will contact you to introduce themselves and discuss next steps.

- 1 Sales team submits signed service order to Order Management team.
- 2 Internal teams gather any additional information that's required to finalize your order.
- 3 Dedicated project manager contacts you to discuss next steps.

## Spectrum Business pre-service installation details

Let's look at more details about the milestones we'll reach before your service installation process begins.

### Milestones

- 1 **Sign service order**  
First, we'll finalize and sign your service order together. We are unable to proceed until the service order is signed, so if you have any concerns or questions about your order, please reach out to your sales contact right away.
- 2 **Finalize order**  
Our internal teams will make sure we have all of the information we need to begin the installation process. This stage can take one to two weeks to complete. During this time, we may be in touch to get additional information and required forms.  
If your order includes voice services, this would be a good time to engage your vendor. If you're transferring phone numbers from your current vendor to your Spectrum Enterprise account, we'll need a complete list of the numbers you're transferring. Your vendor can help you pull these from your phone server. We also request your vendor be available to participate in cutover activities on the day of activation. Your project manager will work closely with you and your vendor throughout the implementation process, and schedule the cutover once the service is ready.
- 3 **Connect with project manager**  
As we're finalizing your order, your dedicated project manager will be in touch about next steps. Your project manager will be your primary point of contact during service installation, however, you may hear from additional team members throughout the process.  
You will be invited to an introduction call where your project manager will review your order and the installation process in more detail. During this meeting, we will agree to a call and reporting schedule to ensure a smooth and efficient installation.

Additional disclaimer pending - does not apply for coax or upgrades.

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**Spectrum**   
BUSINESS®

# Spectrum Business

## Service Level Agreement for Enterprise Services: Ethernet

This Service Level Agreement (“SLA”) for fiber-based Spectrum Business (“Spectrum”) Ethernet Service and Spectrum Cloud Connect Service (individually the “Service” and collectively the “Services”) is a part of, and hereby incorporated by reference into the Spectrum Business Agreement for Enterprise Services (including the terms and conditions, attachments, and Service Orders described therein, the “Service Agreement”). To the extent any provision of this SLA conflicts with the Service Agreement, this SLA shall control. Performance tier goals for the Services (“SLA Targets”) are set forth in the tables below. Capitalized words used but not defined herein shall have the meanings assigned to them in the Service Agreement.

### I. Priority Classifications and Definitions

Priority classifications for Service Disruptions and Service Degradations are described as follows:

Priority	Criteria
Priority 1	<ul style="list-style-type: none"> <li>• Service Disruption resulting in a total loss of Service; or</li> <li>• Service Degradation to the point where Customer is unable to use the Service (each a “Priority 1 Outage”)</li> </ul>
Priority 2	<ul style="list-style-type: none"> <li>• Service Degradation where Customer is able to use the Service</li> </ul>
Priority 3	<ul style="list-style-type: none"> <li>• A service issue that does not impact the Service; or</li> <li>• A single non-circuit specific quality of Service inquiry</li> </ul>

As used in this SLA, the following terms have the meanings assigned below:

“Service Disruption” is defined as an outage, disruption, or degradation, other than an Excluded Disruption, that interferes with the ability of a Spectrum network to transmit and receive network traffic between Customer’s Service Locations. The Service Disruption period begins on the earlier of (i) when Spectrum opens a trouble ticket in connection with a Service Disruption that Spectrum detects and verifies, or (ii) when Customer reports a Service Disruption by contacting Enterprise Technical Support, and Spectrum validates that the Service is affected and creates a corresponding trouble ticket. The Service Disruption ends when the affected Service has been restored.

“Service Degradation” means a degradation of the Service, such as failure of the Service to achieve the SLA Targets for Latency/Frame Delay, Jitter/Frame Delay Variation, or Packet Delivery.

“Excluded Disruptions” means (i) planned outages, (ii) routine or urgent maintenance, (iii) time when Spectrum is unable to gain access to Customer’s Service Location to troubleshoot, repair or replace equipment or the Service, (iv) service problems resulting from acts or omissions of Customer or Customer’s representatives or agents, (v) Customer equipment failures, (vi) Service issues for Cloud Connect Service beyond the Peering Point (vi) Customer does not release the Service for testing, and (viii) Force Majeure Events.

## II. SLA Targets for Ethernet and Cloud Connect Services

Spectrum Ethernet Services and Cloud Connect Peering Point SLA Targets <sup>1</sup>				
Performance Tier	Metro 0 – ≤ 155 miles <sup>3</sup>	Regional > 155 – ≤ 746 miles <sup>3</sup>	National <sup>2</sup>	
			> 746 – ≤ 1,500 miles <sup>3</sup>	> 1,500 miles <sup>3</sup>
Service Availability	100%	100%	100%	100%
MTTR	4 hrs.	4 hrs.	4 hrs.	4 hrs.
Latency	≤ 10ms	≤ 25ms	≤ 60ms	≤ 95ms
Packet Delivery	≥ 99.99%	≥ 99.99%	≥ 99.99%	≥ 99.99%
Jitter	≤ 1ms	≤ 4ms	≤ 8ms	≤ 8ms

<sup>1</sup> Measured as described below.

<sup>2</sup> Notwithstanding the table above, for Service Locations that require use of a third-party service provider to deliver the Services, the SLA Targets shall be those reflected in the National > 1,500 miles column regardless of fiber route distance.

<sup>3</sup> Refers to the length of the actual fiber route.

Ethernet Service SLA Targets are measured end to end (i.e. from any two applicable Customer edge devices or network interface devices (“NID”) at the Service Location) at the individual circuit or Service level, and any applicable credits are issued only for the affected circuit or Service (the “Affected Service”).

The Cloud Connect Service SLA Target for Service Availability is measured between Spectrum’s NID located at Customer’s Service Location and the point of physical handoff of the Service to the cloud service provider’s cloud peering point (“Peering Point”).

## III. SLA Calculations

### 1. Service Availability

“Service Availability” is calculated as the total number of minutes in a calendar month, less the number of minutes in the calendar month that the Service is unavailable due to a Priority 1 Outage (“Downtime”), with such difference divided by the total number of minutes in the calendar month, and expressed as a percentage.

Service Availability per calendar month is calculated as follows:

$$\text{Service Availability} = \frac{\text{Total number of minutes in the calendar month} - \text{Downtime}}{\text{Total number of minutes in a calendar month}} \times 100$$

### 2. Mean Time to Restore (MTTR)

The MTTR SLA Target is applicable to Priority 1 Outages and is measured each calendar month as the average time for Spectrum to restore Priority 1 Outages, calculated as the cumulative length of time it takes Spectrum to restore a Service following a Priority 1 Outage divided by the corresponding number of trouble tickets for Priority 1 Outages opened during the respective calendar month for the Service.

MTTR per calendar month is calculated as follows:

$$\text{Mean Time to Restore} = \frac{\text{Cumulative length of time to restore Priority 1 Outage(s) per Service in the calendar month}}{\text{Total number of Priority 1 Outage trouble tickets per Service in the calendar month}}$$

### 3. Latency/Frame Delay

Latency or Frame Delay is the average roundtrip network delay, measured every five (5) minutes during a calendar month (except during an Excluded Disruption), to adequately determine a consistent average monthly performance level for frame delay for each Service. The roundtrip delay is expressed in milliseconds (ms).

Latency/Frame Delay is calculated as follows:

<b>Latency or Frame Delay Average (ms) =</b>	<b><math>\frac{\text{Sum of the roundtrip delay measurements for a Service in the calendar month}}{\text{Total number of measurements for a Service in the calendar month}}</math></b>
--	--

#### 4. Packet Delivery

Packet Delivery is defined as the percentage of frames that are successfully received compared to the total frames that are sent in a calendar month (except during an Excluded Disruption). The percentage calculation is based on frames that are transmitted from a network origination point and received at a network destination point.

Packet Delivery is calculated as follows:

<b>Packet Delivery (%) =</b>	<b><math>\frac{\text{Number of frames delivered in the calendar month}}{\text{Total frames sent in the calendar month}} \times 100</math></b>
------------------------------	---

#### 5. Jitter/Frame Delay Variation

Jitter or Frame Delay Variation is defined as the variation in delay for two consecutive frames that are transmitted (one way) from a network origination point and received at a network destination point. Spectrum measures a sample set of frames every five (5) minutes during a calendar month (except during an Excluded Disruption), and determines the average delay between consecutive frames within each sample set. The monthly Jitter/Frame Delay Variation is calculated as the average of all of the frame delay variation measurements during such calendar month and is expressed in milliseconds (ms).

Jitter or Frame Delay Variation is calculated as follows:

<b>Jitter or Frame Delay Variation Average (ms) =</b>	<b><math>\frac{\text{Sum of the Frame Delay Variation measurements for a Service in the calendar month}}{\text{Total number of measurements for a Service in the calendar month}}</math></b>
---	--

### IV. Remedies

#### 1. Service Credits

If a Service fails to satisfy the SLA Targets during any calendar month and Customer is in compliance with the terms of the Service Agreement and this SLA, then Customer may request credit equal to the corresponding percentage of the monthly recurring charges ("MRC") for the Affected Service as set forth in the tables below. Any credit to be applied will be offset against any amounts due from Customer to Spectrum in the billing cycle following the date Spectrum makes its credit determination. Credit requests must be submitted to Spectrum within thirty (30) days of the calendar month in which the SLA Target was missed. Spectrum will exercise commercially reasonable efforts to respond to such credit requests within 30 days of receipt thereof.

Service Availability Credits		
Downtime		Credit
> 0	< 1 hour	10% of MRC
≥ 1 hour	< 2 hours	20% of MRC
≥ 2 hours	< 4 hours	30% of MRC
≥ 4 hours	< 8 hours	40% of MRC
≥ 8 hours	< 12 hours	50% of MRC
≥ 12 hours	< 16 hours	80% of MRC
≥ 16 hours		100%

Mean Time To Restore (“MTTR”) Credits		Latency/Frame Delay (Roundtrip) Credit	Jitter/Frame Delay Variation Credit	Packet Delivery Credit
MTTR > 4 hours < 8 hours	40% of MRC	50% of MRC	50% of MRC	50% of MRC
MTTR ≥ 8 hours	50% of MRC			

All SLA Targets are monthly measurements, and Customer may request only one credit per SLA Target per month for the Affected Service. Should one event impact more than one SLA hereunder, Customer shall receive the single highest of the qualifying credits only. Service Credits hereunder shall not be cumulative per Service. The aggregate credit amount due to Customer in any month will not exceed 100% of the MRC for the Affected Service. Except as set forth below, the credits described in this SLA shall constitute Customer's sole and exclusive remedy, and Spectrum's sole and exclusive liability, with respect to any missed SLA Targets.

## 2. Chronic Priority 1 Outages

If Customer experiences and reports three (3) separate Priority 1 Outages where the Downtime exceeds four (4) hours during each Priority 1 Outage within three (3) consecutive calendar months, then Customer may terminate the Affected Service without charge or liability by providing at least thirty (30) days written notice to Spectrum; provided, however, that (i) Customer may only terminate the Affected Service; (ii) Customer must exercise its right to terminate the Affected Service by providing written notice to Spectrum within thirty (30) days after the event giving rise to Customer's termination right; (iii) Customer shall have paid Spectrum all amounts due at the time of such termination for all Services provided by Spectrum pursuant to the Service Agreement, and (iv) the foregoing termination right provides the sole and exclusive remedy of Customer and the sole and exclusive liability of Spectrum for chronic Priority 1 Outages and Customer shall not be eligible for any additional credits.

## V. Network Maintenance

### Maintenance Notice:

Customer understands that from time to time Spectrum will perform network maintenance for network improvements and preventive maintenance. In some cases Spectrum will need to perform urgent network maintenance, which will usually be conducted within the routine maintenance windows. Spectrum will use reasonable efforts to provide advance notice of the approximate time, duration, and reason for any urgent maintenance outside of the routine maintenance windows.

### Maintenance Windows:

Routine maintenance may be performed Monday – Friday 12 a.m. – 6 a.m. local time.



## CUSTOMER POINT OF CONTACT INFORMATION

<b>Spectrum Business Point of Contact Information Sheet</b>	<b>What?:</b> This sheet is to facilitate the expeditious fulfillment of your order with Spectrum Business. <b>Why?:</b> Completion of this form will assist with accurate and timely installation times and construction <b>How?:</b> Please provide a Local and/or Technical contact for your Service Location(s).			<b>Is site specific contact info needed?</b>	Yes	
<b>Charter Contact (Sales)</b>	Rick Arndt		<b>Service Order Number:</b>	06618283	<b>Do all sites share one contact?</b>	Yes
<b>Service Location</b>	<b>Local Site Contact Information:</b> The Local contact at the Service Location must be available: <ul style="list-style-type: none"> <li>To provide access to the technician during the arrival window.</li> <li>To be available throughout the installation to answer any questions the technician may have.</li> <li>To confirm the service is operational.</li> <li>Local Contact may be same as Technical, please indicate if so.</li> </ul>			<b>Technical Contact Information (ie. Phone/Data Vendor):</b> The Technical contact at the Service Location must be able: <ul style="list-style-type: none"> <li>To coordinate with our Spectrum Project Manager</li> <li>To work with our network design team</li> <li>To rate your installation experience.</li> <li>Technical Contact may be same as Local, please indicate if so.</li> </ul>		
<b>Street Address</b>	<b>Site Contact Name</b>	<b>Site Contact Phone Number</b>	<b>Site Contact Email</b>	<b>Technical Contact Name</b>	<b>Technical Contact Phone Number</b>	<b>Technical Contact Email</b>
3401 Technology Dr , Duluth MN 55811	<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>
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### CUSTOMER POINT OF CONTACT INFORMATION

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714 1/2 W College St , Duluth MN 55811	<input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/>
3401 Technology Dr , Duluth MN 55811	<input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/>
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3401 Technology Dr , Duluth MN 55811	<input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/>



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3401 Technology Dr , Duluth MN 55811	<input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/>
713 Portia Johnson Dr , Duluth MN 55811	<input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/>



**CUSTOMER POINT OF CONTACT INFORMATION**

3401 Technology Dr , Duluth MN 55811	<input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/>
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### CUSTOMER POINT OF CONTACT INFORMATION

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1918 N Arlington Ave , Duluth MN 55811	<input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/>
1918 N Arlington Ave , Duluth MN 55811	<input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/>
301 N 40th Ave E , Duluth MN 55804	<input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/>
4784 Howard Gnesen Rd , Duluth MN 55803	<input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/>



### CUSTOMER POINT OF CONTACT INFORMATION

5207 N Tischer Rd , Duluth MN 55804	<input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/>
720 N Central Ave , Duluth MN 55807	<input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/>
5300 Glenwood St , Duluth MN 55804	<input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/>
3215 W 3rd St , Duluth MN 55806	<input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/>
2000 Rice Lake Rd , Duluth MN 55811	<input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/>



### CUSTOMER POINT OF CONTACT INFORMATION

4000 W 9th St , Duluth MN 55807	<input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/>
1027 N 8th Ave E , Duluth MN 55805	<input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/>
2900 E 4th St , Duluth MN 55812	<input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/>
2827 Chambersburg Ave , Duluth MN 55811	<input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/>
4849 Ivanhoe St , Duluth MN 55804	<input type="text"/>	<input type="text"/>



### CUSTOMER POINT OF CONTACT INFORMATION

	<input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/>
715 101st Ave W , Duluth MN 55808	<input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/>
424 W 1st St Unit EPL, Duluth MN 55802	<input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/>

### Certificate Of Completion

Envelope Id: 9FAC5ADB-5D0E-43B6-879A-9BCC8B5AF55F	Status: Completed
Subject: Duluth PS - Spectrum Erate service agreement	
Source Envelope:	
Document Pages: 29	Signatures: 3
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Disabled	Rick Arndt
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	rick.arndt@charter.com
	IP Address: 209.112.107.133

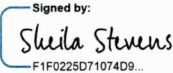
### Record Tracking

Status: Original	Holder: Rick Arndt	Location: DocuSign
3/31/2026 8:05:25 AM	rick.arndt@charter.com	

### Signer Events

Sheila Stevens  
 Sheila.Stevens@isd709.org  
 Finance Manager  
 Security Level: Email, Account Authentication (None)

### Signature

Signed by:  
  
 F1F0225D71074D9...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 24.158.25.244

### Timestamp

Sent: 3/31/2026 9:03:20 AM  
 Viewed: 3/31/2026 9:05:25 AM  
 Signed: 3/31/2026 9:08:38 AM

### Electronic Record and Signature Disclosure:

Accepted: 3/31/2026 9:05:25 AM  
 ID: e80e5838-509c-4477-ada6-611e796353bc  
 Company Name: Spectrum

David Brown  
 david.a.brown@charter.com  
 Vice President Vertical Markets  
 Charter Communications  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
 F5E21496B4D477...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 142.136.62.201  
 Signed using mobile

Sent: 3/31/2026 9:08:44 AM  
 Viewed: 3/31/2026 9:16:38 AM  
 Signed: 3/31/2026 9:16:43 AM

### Electronic Record and Signature Disclosure:

Not Offered via Docusign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Gregory Krueger  
 gregory.krueger@isd709.org  
 Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 3/31/2026 9:03:24 AM

### Electronic Record and Signature Disclosure:

Accepted: 3/31/2026 8:20:40 AM  
 ID: b809b004-bde1-4b77-85f4-7e849f076bae  
 Company Name: Spectrum

Witness Events	Signature	Timestamp
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**INDEPENDENT SCHOOL DISTRICT 709**

Duluth Public Schools  
709 Portia Johnson Dr.  
Duluth, Minnesota 55811  
218-336-8738



**MEMORANDUM**

**To:** Simone Zunich, Executive Director of Business Services

**From:** Cathy Holman, Purchasing Coordinator

**Subject:** Bid 1350, Wi-Fi Licensing & Support

**Date:** April 10, 2026

During March, a RFP was made available to vendors interested in providing licensing and support on our district's existing Cisco Wi-Fi system. Federal funds from the E-Rate program are planned to cover a portion of the district's cost for the services procured as a result of this RFP.

This opportunity was advertised publicly on the federal E-Rate website for the program-required period of 28 days. The opportunity was also advertised in the Duluth News Tribune for two consecutive weeks. Received bids were reviewed on March 27.

The district received one bid on this opportunity:

**Vendor:** CDW-G

**Amount:** \$86,400 annually for 5 year term, \$432,000 total for life of contract

Director of Technology Greg Krueger reviewed this bid along with Network Architect Nick Krauss to be certain the proposed products and services align with those the district requested.

Simone Zunich, Executive Director of Business Services, recommends accepting and awarding the bid meeting specifications as submitted by CDW-G for the amount of \$86,400 annually, \$432,000 total for the 5-year contract.

**Program:** Technology

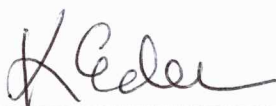
**Fund Custodian:** Simone Zunich, Executive Director of Business Services

Date: March 27, 2026

**BID TAB FOR BID# 1350, WI-FI LICENSING & SUPPORT**

<u>VENDOR</u>	<u>AMOUNT</u>
CDW-G	\$86,400 annually for 5 year term, \$432,000 total for life of contract

**Awarded Vendor:** CDW-G

  
\_\_\_\_\_  
**Kelly Durick Eder, Board Chair**



**Form 470#  
260023952**

**Duluth School District 709  
Wi-Fi System Support/Licensing  
Deadline: March 27, 2026  
Funding Year 2026-2027  
Digital Copy**

**CDW Government LLC  
230 N. Milwaukee Ave.  
Vernon Hills, IL 60061**



**March 27, 2026**

Duluth School District 709  
713 Portia Johnson Drive  
Duluth, MN, 55811

**RE: CDW Government's Response to Duluth School District 709's, 470# 260023952**

Dear Greg Krueger,

Duluth School District 709 is seeking to identify a reliable and experienced IT partner capable of managing your E-Rate initiative. Our response demonstrates CDW Government's unique ability to contribute to the overall success of this initiative.

CDW Government LLC (CDW•G) is a global systems integrator, impacting 75 million students across 34 countries. With over 30 years of experience, we are a trusted partner to more than 15,000 school districts nationwide. Benefits of partnering with us include:

- **History of Success:** CDW•G is the leading Value Added Reseller E-Rate provider, participating in the program since 1998. To date we have managed more than 20,816 E-Rate projects for schools and libraries nationwide.
- **Strong Partnerships:** We maintain strong relationships with more than 1,000 vendor partners (OEMs), including leading networking OEMs well-versed in Internal Connections, to provide you with the best products, services, and support.
- **E-Rate Expertise:** Our dedicated in-house technical experts and E-Rate specialists ensure contract compliance, expert handling of the program's specialized invoicing processes, and ongoing consultation.
- **Personalized Support:** Your highly trained and experienced account team includes **Mayank Srivastava**, who serves as your primary point of contact, and is responsible for coordinating all your needs.

We thank you for the opportunity to participate in the 470-response process. Please contact your Executive Account Manager, **Mayank Srivastava**, at **(866) 626-8519** or **mayasri@cdw.com** with any questions.

Sincerely,

A handwritten signature in black ink that reads "Justin Schwier".

Justin Schwier  
Manager, Proposals  
CDW Government LLC

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# Bid Documents and Forms

# INDEPENDENT SCHOOL DISTRICT NO. 709

Duluth Public Schools  
709 Portia Johnson Drive  
Duluth, Minnesota 55811  
218-336-8738

## **SPECIFICATIONS FOR BID-1350** **Wi-Fi SUPPORT & LICENSING (DISTRICTWIDE)**

Page 1 of 6

### **1.0 Overview**

The Independent School District NO. 709 (hereafter called ISD 709) is requesting bids to provide manufacturer support and licensing on its existing districtwide Cisco controller-based Wi-Fi system. ISD 709 is asking for pricing on these services and licensing service for a contract length of five (5) years. Existing support and licensing expires October 29, 2026.

**The awarded vendor will provide access to manufacturer support and licensing for the district's existing Cisco Wi-Fi system.**

*Please Note: Bid documents are only available for distribution in electronic form on the following website: <https://data.usac.org/publicreports/Forms/Form470Rfp/Index>*

### **1.1 E-RATE**

Services procured via this bid are intended to be funded in part with the federal E-rate Program. The Schools and Libraries Division (SLD) of the [Universal Service Administrative Company \(USAC\)](#) administers the program. This not-for-profit corporation was appointed by the [Federal Communications Commission \(FCC\)](#) to ensure that the benefits of telecommunications services reach students and communities across the country. The USAC web site is <http://www.sl.universalservice.org>.

All vendors submitting bids must follow all governing rules, regulations, and laws. At the time of bid submission, the vendor must have a Service Provider Identification Number (SPIN) and must have the SPIN documented in the bid submitted. Vendors will have their bid rejected if the SPIN is not provided.

### **1.2 E-RATE INFORMATION**

ISD709 is applying for a one or five year contract for District-wide service/licensing.  
Initial E-Rate Funding Year: 2026 (July 1, 2026 – June 30, 2027), contracted services to begin immediately following expiration of district's current licensing on October 29, 2026.  
470 Application Number: **260023952**  
Applying for Category Two, Basic Maintenance of Internal Connections

### 1.3 Bid Delivery

Submit the sealed bid (one original and one copy) in an envelope plainly marked in the lower left "BID-1350 Wi-Fi", your company name and address in the upper left and deliver to:

Independent School District NO. 709  
Cathy Holman, District Purchasing Coordinator  
[purchasing@isd709.org](mailto:purchasing@isd709.org)  
Room 211  
709 Portia Johnson Drive  
Duluth, Minnesota 55811

no later than 2:00 P.M., Friday, March 27, 2026

**ALL BIDS MUST BE SUBMITTED ON THE FORMS ATTACHED HERETO OR A COPY THEREOF.**

**E-MAILED BIDS WILL ALSO BE ACCEPTED - [purchasing@isd709.org](mailto:purchasing@isd709.org)**

### 1.4 General Requirements

District seeks licensing and manufacturer support on its Cisco controller-based Wi-Fi network of 1200 access points, to include Cisco Digital Network Architecture Advantage term licenses, or an equivalent E-Rate eligible alternative. The District seeks quotes on this licensing/support providing options for a period of five years and a period of one year.

Manufacturer part number (or equivalent) to quote (this example is for a five year term):  
AIR-DNA-A-5YR, quantity 1200.

Vendor must identify the percentage of E-Rate eligibility of the product they are quoting.

### 1.5 Objectives

The objective of this bid is to obtain pricing and information as outlined herein, for the purpose of providing ongoing manufacturer support and licensing for the district's Cisco controller based Wi-Fi system. The district seeks to identify the most cost-effective viable solution. Vendors must clearly state how this will be accomplished, including all mandatory support and licensing SKUs, manufacturer product or service codes, term lengths, and a plain language description of support and provided by the quoted service/solution.

### 1.6 Funding

**The project must receive School Board approval and funding.**

**Vendors must provide their E-Rate SPIN number on the bid Response Form to facilitate this process.**

### 1.7 Technical Contacts for ISD 709

The following individuals are the focal point for all technical questions regarding this bid. All questions must be initiated in written form. The contact individuals are:

Greg Krueger  
Technology Director  
218-336-8700 #1130  
[gregory.krueger@isd709.org](mailto:gregory.krueger@isd709.org)

Daniel Litwin  
Network Engineer II  
218-336-8700 #1196  
[daniel.litwin@isd709.org](mailto:daniel.litwin@isd709.org)

Oral communications from ISD 709 employees concerning this bid shall not be binding on ISD 709 and shall in no way excuse the vendor from their obligations as set forth in this bid.

## **2.0 Disposition of Responses**

All materials submitted in response to this bid shall become the property of ISD 709 and will remain open to the public.

### **2.1 General Comments**

All items listed within these requirements are considered mandatory unless identified as desirable or informative. Any exception taken by the bidder to a mandatory item may cause possible rejection of the bidder's response.

### **2.2 Errors**

If a bidder discovers any ambiguity, conflict, discrepancy, omission or other errors in this bid, the bidder shall notify ISD 709 immediately of such an error in writing and request a modification or clarification to the bid. Clarifications and/or modifications will be given by written response via email, to all parties who furnished the bid for bidding purposes and without divulging the source of the request for the same.

If prior to the date fixed for submission of bids a vendor fails to notify ISD 709 of a known error in this bid, then the vendor shall assume all risk. Consequently, if awarded the contract, the vendor shall not be entitled to additional compensation or time due to the error or its later correction.

### **2.3 Addenda**

ISD 709 can modify the bid prior to the date set for submitting bids by issuing an addendum to all parties that have furnished the bid for bidding purposes. Addenda will be numbered uniquely and consecutively, and constitute an integral part of the bid. The number for addenda will begin with a section number one value higher than the last section of the bid. The vendor shall initiate or execute no negotiations, decisions, or actions due to any discussions with ISD 709 employees. Only those written communications from ISD 709 may be considered duly authorized expressions on behalf of ISD 709. Also, ISD 709 will recognize only communications from vendors that are signed and in writing as duly authorized expressions on behalf of the vendor.

### **2.4 Bid Preparation**

Each bid response shall be prepared simply and shall follow the format of this bid. Each bid shall contain concise responses that demonstrate the vendor's ability to satisfy the bid requirements. Emphasis is placed upon completeness and clarity of content for each bid. Any one vendor may submit

only one bid. That bid may contain any number of alternates or options if the first bid satisfies the specified requirements.

**ALL BIDS MUST BE SUBMITTED ON THE FORMS ATTACHED HERETO OR A COPY THEREOF.**

Each bid must state either acceptance of, or exceptions to, each section and/or subsection. All costs must be identified.

**2.5 Bid Bond and Performance Bond**

Not requested.

**2.6 Performance Bond**

Not requested.

**2.7 Vendor Cost**

ISD 709 assumes no responsibility and no liability for any costs incurred by vendors prior to the issuance of an agreement, contract, or purchase order.

**2.8 Bid Withdrawal**

A vendor may withdraw their bid by submitting a written request before the date of receipt of bids. The withdrawal signed by the vendor or their authorized agent must be forwarded to the same address specified for bid delivery. The vendor then may submit the same, a new, or a modified bid prior to the bid opening date. In no instance will the bid opening date be adjusted.

**3.0 Bid Completion**

**A bid may be rejected if it is conditional or incomplete. A bid will be rejected if it contains conflicting, false, or misleading statements, or provides references that contradict or do not support an attribute or condition contended by the vendor.**

**3.1 Bid Signature**

To be accepted, a vendor's agent must sign a bid. An agent is considered to be someone who has the power to enter into agreements on behalf of the company submitting the bid.

**3.2 Bid Validity Period**

Because this project will be submitted for E-Rate, all responses to this bid must be valid until July 30, 2026.

**3.3 Bid Rejection**

ISD 709 reserves the right to reject any or all bids, or any part of any bid and to waive informalities.

**3.4 Bid Award**

The bid will be awarded to the responsible vendor based upon, but not necessarily limited to, the following: a) ability of vendor to fulfill contract and specification requirements b) low total cost c) prior experience/past performance and/or references of other customers d) vendor business stability

### **3.5 Contract Requirements**

The following terms and conditions contained in this section shall supersede and take precedence over vendor's standard contracts. If a vendor desires to enter a cost factor for compliance with the terms and conditions in this section, these costs must be specified obviously, and included in this bid. A vendor agrees by submitting a bid that in the event of a conflict between the vendor's standard contracts and this bid the terms and conditions located in this document shall take precedence.

### **3.6 Contract Timelines**

The contract will be considered effective upon ISD 709's acceptance of a proposed bid/quote.

### **3.7 Contract Termination**

If the awarded vendor fails to perform under the terms and conditions stated in this bid, ISD 709 may terminate the contract upon thirty (30) days written notice to the vendor. In the event of termination, the vendor shall be entitled to payment for satisfactorily performed services until the date of termination.

### **4.0 Invoicing, Payments, and Penalties**

The district prefers to be invoiced in the E-Rate Service Provider Invoice (SPI method).

### **4.1 Assignment of Interest**

The vendor must request and receive written consent from ISD 709 to assign or subcontract any part of this bid.

### **5.0 Delivery and Installation**

Delivery of licenses must occur prior to the end of the district's existing licensing which expires October 29, 2026.

### **5.1 Costs**

- Vendor shall identify all costs associated with this bid in their response.
- Vendor shall identify the percentage of the total cost of their proposed product/service which is E-Rate eligible (i.e. is the item 100 percent E-rate Eligible or 75 percent E-Rate eligible, etc.)

### **5.2 Additional Cost**

List in your response all costs not identified or itemized in the above section. Additional costs may be, but are not limited to: Universal Service Fund (USF) fees, etc.

### **5.3 Vendor Added Value**

Please list in your response what added value your company provides.

---

# Pricing Offer and E-Rate Purchase Agreement

Upon award, to facilitate contract execution with our countersignature, please sign the enclosed E-Rate agreement and send to [mayasri@cdw.com](mailto:mayasri@cdw.com) and [470award@cdwg.com](mailto:470award@cdwg.com).

This E-Rate Customer Purchase Agreement (this "Agreement") is entered into the date the contract is signed, and effective on April 1, 2026 ("Effective Date") and is made by and between CDW Government LLC an Illinois limited liability corporation with an office at 230 N. Milwaukee Ave., Vernon Hills, Illinois 60061 ("Seller"), and Duluth School District 709 a non-profit school or library eligible for Universal Service funding, as defined below.

<b>E-Rate Contract Number</b>	162193	<b>Spin #</b>	143005588
<b>E-Rate Funding Year</b>	2026	<b>FCC Registration #</b>	0012123287
<b>Customer</b>	Duluth School District 709 713 Portia Johnson Drive Duluth, MN, 55811	<b>Seller</b>	CDW Government LLC 230 N. Milwaukee Avenue Vernon Hills, IL 60061
<b>Effective Date</b>	April 1, 2026	<b>Quoted Items (see Exhibit I)</b>	<b>470# 260023952</b>

### 1. TERMS AND CONDITIONS

All orders submitted to Seller by Customer for Products under this Agreement are subject to the terms and conditions on Seller's website at <https://www.cdwg.com/content/cdwg/en/terms-conditions/sales-and-service-projects.html> (the "Sales and Service Projects"), unless otherwise stated herein.

### 2. NON-ASSIGNABILITY AGREEMENT

Customer shall not assign or otherwise transfer its rights or delegate its obligations under this Agreement without Seller's advance written consent. Any attempted assignment, transfer or delegation without such consent shall be void.

The term of this Agreement shall commence on April 1, 2026 ("Effective Date") and be valid through the later of the Funding Year 2026 or 9/30/2027.

- i. Seller may terminate this Agreement at any time for any reason upon thirty (30) days prior written notice to the Customer.
- ii. Customer may terminate this Agreement or withdraw an order upon written notice to Seller if: (a) funds are not appropriated to Customer under this program, or (b) Customer's School Board rejects this Agreement ("Termination Notice"). In the event that Customer terminates this Agreement due to non-appropriation of funds, or termination for convenience, then Seller may immediately cease performance. However, the Customer shall remain liable for any Products that have shipped or services, already provided, or have been subscribed or purchased prior to Seller's receipt of the Termination Notice. Customer shall also be responsible for any of Seller's out-of-pocket costs arising as a result of any such termination.
- iii. In the event Customer receives an extension of funding from SLP, Customer will notify Seller in writing and the parties may agree to execute an amendment to extend this Agreement.

### 3. GOVERNING LAW

This Agreement will be governed by the laws of MN, without regard to conflicts of law rules. Any litigation will be brought exclusively in a federal or state court located in the state or commonwealth where Customer's location identified above, and the parties consent to the jurisdiction of the federal and state courts located therein, submit to the jurisdiction thereof. The parties further consent to the exercise of personal jurisdiction.

### 4. PURCHASE AUTHORIZATIONS

CDW Government LLC

SPIN #143005588

March 27, 2026

To the extent allowable, all information and documents hereby submitted in response to FCC 470# 260023952 furnished by Duluth School District 709 are the Proprietary and Confidential property of CDW Government LLC ("CDW\*G").

© CDW Government LLC 2026

**A. E-Rate Status**

- i. Customer represents and warrants that it qualifies as eligible under the SLP to receive E-Rate funding.
- ii. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT, WHEN EXECUTED, CONSTITUTES A CONTRACT AS REQUIRED BY FCC.

**B. E-Rate Purchases**

- i. Customer represents and warrants that all purchases made under this Agreement shall be for its own use and that it is eligible to receive E-Rate funding as specified by USAC.
- ii. IN ACCORDANCE WITH FCC REQUIREMENTS, THE CUSTOMER SHALL SUBMIT A COMPLETED AND SIGNED FCC FORM 486 TO USAC The Form 486 shall be approved by USAC prior to order placement with Seller. See Payment Terms for details.

**5. ORDERING AND ASSISTANCE****A. Ordering**

Purchase orders shall be submitted through electronic means (email, electronic data interchange (EDI), etc.) directly to Customer's dedicated account manager. Alternatively, if a copy must be sent via mail, common courier, etc., please reach out to your account manager for the appropriate mailing address.

**B. Other Requirements**

- i. All purchase orders shall include 1) a contact name; 2) phone number; 3) purchase order number; 4) CDW Part Number and OEM Part Number; 5) Product description; 6) original and discounted Product price 7) percentage Customer owes and percentage SLP owes (if applicable) 8) ship to location; 9) bill to location; 10) BEAR or SPI Order; and 11) FCC Form 471 and Funding Request Number (FRN) number for each part number. SEPARATE PURCHASE ORDERS SHALL BE SUBMITTED FOR PRODUCTS THAT ARE NOT ELIGIBLE FOR E-RATE FUNDING. ALL ORDERS SHALL BE SUBJECT TO ACCEPTANCE BY SELLER.
- ii. If the Customer is unable to commit the full purchase order amount, any balance remaining that was not funded or approved for payment by USAC will be the responsibility of the Customer. The Customer must add the following language to its purchase order:  
  
"The total cost of this purchase order is \$\_\_\_\_\_. The E-Rate portion is \$\_\_\_\_\_, and is committed by USAC. If there is any reduction or denial of payment with the E-Rate portion, Duluth School District 709 accepts full responsibility for the cost of this purchase, \$\_\_\_\_\_."
- iii. Should Customer choose to add Product or make substitutions to the Products originally sought, following USAC's funding decision, Customer agrees it will be responsible for the amounts owed for the added or substituted Products in excess of its committed funding from USAC.
- iv. Customer must complete installation of Products ordered pursuant to this Agreement within thirty (30) days of delivery. In the event Customer, or a third party hired by Customer to complete the installation, fails to install the Products within the timeframe provided herein, the Parties acknowledge and agree that Customer will begin to accrue interest on the amounts owed for such Products in an amount of one and one-half percent (1.5%) per month, or the maximum rate permitted by applicable law.

**C. Assistance with Order**

- i. Customer may call 1-800-328-4239 to get assistance on any purchase order. Any terms or conditions stated in or on the Customer's purchase order which are inconsistent with or in addition to the terms and conditions in this Agreement or the Product Sales Terms and Conditions shall not be valid, are considered null and void and shall not be applicable to or binding on Seller.

- ii. FOR PRODUCTS WHICH ARE DISCONTINUED AFTER A CUSTOMER ORDER HAS BEEN ACCEPTED BY SELLER BUT BEFORE THE PRODUCT HAS SHIPPED, SELLER WILL MAKE REASONABLE EFFORTS TO OFFER A COMPARABLE OR BETTER PRODUCT AT THE SAME OR LESSER PRICE, IF AVAILABLE, UPON SLP'S APPROVAL OF THE PRODUCT SUBSTITUTION. ANY INCREASE IN PRICE THAT CANNOT BE ABSORBED BY THE SELLER WILL BE THE RESPONSIBILITY OF Duluth School District 709.

**6. PRICE AND PAYMENT TERMS**

- i. Payment terms are subject to continuing credit approval by Seller. Seller may change credit or payment terms at any time when, in Seller's opinion, Customer's financial condition, previous payment record, or the nature of Customer's relationship with Seller so warrants.
- ii. Seller may discontinue performance under this Agreement (i) if Customer fails to pay any sum when due under this Agreement or any other agreement with Seller until payment is received or (ii) if Customer is in violation of applicable laws and regulations.

**A. Price**

The Price shall be as set forth on the Customer's quote from Seller and which is in the form attached hereto as Exhibit I, and as amended from time to time. All prices are exclusive of federal, state, local, or other taxes, which shall be the responsibility of the Customer.

**Payment Terms**

- i. All payments, regardless of method, shall be submitted to "Accounts Receivable," please contact your account manager for payment method options.
- ii. CUSTOMER MAY EITHER WAIT TO PLACE AN ORDER PRIOR TO OR AFTER RECEIPT OF ITS FCDL. IN THE EVENT THAT CUSTOMER PLACES AN ORDER PRIOR TO RECEIPT OF THE FCDL, CUSTOMER SHALL BE RESPONSIBLE FOR PAYMENT OF THE ENTIRE PURCHASE PRICE WITHOUT REGARD TO SLP FUNDING.
- iii. Customer must choose one of the following payment methods. However, Customers that choose to order Products prior to receiving their FCDL must follow the BEAR payment method.
  - Form 474 Service Provider Invoice (SPI) Method**  
Seller will invoice the Customer for the Product price, as set forth on the Product quote, net of the FCDL amount. Customer shall be responsible for making payment within thirty (30) days from date of invoice. There must be an approved FCC Form 486 prior to placing the SPI order.
  - Form 472 Billed Entity Applicant Reimbursement (BEAR) Method**  
Seller will invoice Customer, upon Product shipment, for the total purchase price without regard to any SLP funding applied to that purchase price for the Products. Customer shall pay the invoiced amount within thirty (30) days from the date of invoice.
- iv. Seller accepts BEAR orders beginning April 1 before the beginning of the Funding Year. Seller accepts SPI orders beginning July 1 of the Funding Year when Customer has received its FCDL and completed the FCC Form 486, Seller DOES NOT accept SPI orders before July 1 of the Funding Year, or prior to the Form 486 approval by USAC.

**7. NOTICES**

All notices and other communications required or permitted under this Agreement shall be served in person or sent by U.S. mail, Federal Express, or equivalent carrier to the party's address listed above

**8. GENERAL**

If any term or provision herein is determined to be illegal or unenforceable, the validity or enforceability of the remainder of the terms or provisions herein will remain in full force and effect.

**9. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between Seller and Customer and supersedes and replaces any and all previous and contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding transactions hereunder. No provision of this Agreement may be waived or modified except by an amendment signed by an authorized representative of each party.

**10. DOCUMENT RETENTION**

All documents related to this Agreement will be kept on file by both parties for a period of ten (10) years after the project completion in accordance with the rules of the SLP.

**11. DEFINITIONS**

As used in the Agreement, the following terms shall have the meanings set forth below:

- A. "Universal Service Administrative Co." or "USAC" – The not-for-profit organization designated by the U.S. Federal Communications Commission ("FCC") to administer and ensure compliance with the Universal Services Fund.
- B. "SLP" - The Schools and Libraries Program of the Universal Service Fund, which includes the E-Rate Program and that is administered by USAC under the direction of the FCC.
- C. "E-Rate" – The education rate funding program that is a part of SLP that provides discounts to keep students and library patrons connected to broadband and voice services and which is one of the programs that form the Universal Service Program.
- D. "Funding Commitment Decision Letter" or "FCDL" – A letter that a Customer receives from USAC which indicates the applicable discount amount for a specific funding year.
- E. "Products" – E-Rate eligible products or services that include computer related hardware but are not limited to caching servers, routers, switches, wireless access points, installation, and warranty maintenance and other items which are eligible for E-Rate discounts in accordance with the rules issued by USAC.
- F. "Funding Year" – The specific calendar period, as defined by the SLP, during which the Customer is approved for funding or discounts on Products. FY 2026 is in reference to the program year.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CDW Government LLC

  
\_\_\_\_\_  
(Authorized Signature)

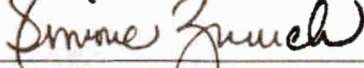
Anup Sreedharan

Printed Name

Title: Sr. Manager, Program Sales

Date: 3/31/2026

Duluth School District 709

  
\_\_\_\_\_  
(Authorized Signature)

Simone Zunich

Printed Name

Title: Director of Bus Svc./Fin

Date: 3/31/26

**\*\* Upon award, to facilitate contract execution with our countersignature, please sign the enclosed E-Rate agreement and send to [mayasri@cdw.com](mailto:mayasri@cdw.com) and [470award@cdwg.com](mailto:470award@cdwg.com)**

## Exhibit I – Pricing Offer

**Please note:** USAC and the FCC makes the final determination on the eligibility of products. Final eligibility of any component (and the E-Rate service category in which discounts should be requested) will be determined by technical configuration (use), installation location, user population served, cost-effectiveness, and other E-Rate regulatory requirements.



Thank you for choosing CDW. We have received your quote.

Hardware

Software

Services

IT Solutions

Brands

Research Hub

## QUOTE CONFIRMATION

### Pricing and Availability Notice

Due to ongoing supply chain challenges, some hardware manufacturers cannot guarantee product availability or pricing until the product is shipped. While we make every effort to honor quoted pricing, if a hardware manufacturer increases its price to CDW after a quote is issued or order is accepted, we may need to update your quoted price to reflect that change irrespective of any timeframes or validity periods set forth in the quote, including up to the date of shipment. In the event of a price adjustment, we will notify you prior to shipment. Any price adjustment would only occur if the hardware manufacturer increases its pricing to CDW.

### GREG KRUEGER,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

[Convert Quote to Order](#)

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PVJM086	3/21/2026	ERATE 2026 - ANNUAL BILLING	0745022	<b>\$432,000.00</b>

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">Cisco Digital Network Architecture Advantage - Term License - 1 license</a> Mfg. Part#: E3N-AIRWLN-ED-A Electronic distribution - NO MEDIA Contract: MARKET	1200	7442942	\$72.00	\$86,400.00
<a href="#">Cisco Digital Network Architecture Advantage - Term License - 1 license</a> Mfg. Part#: E3N-AIRWLN-ED-A Electronic distribution - NO MEDIA Contract: MARKET	1200	7442942	\$72.00	\$86,400.00
<a href="#">Cisco Digital Network Architecture Advantage - Term License - 1 license</a> Mfg. Part#: E3N-AIRWLN-ED-A Electronic distribution - NO MEDIA Contract: MARKET	1200	7442942	\$72.00	\$86,400.00
<a href="#">Cisco Digital Network Architecture Advantage - Term License - 1 license</a> Mfg. Part#: E3N-AIRWLN-ED-A Electronic distribution - NO MEDIA Contract: MARKET	1200	7442942	\$72.00	\$86,400.00

**QUOTE DETAILS (CONT.)**

[Cisco Digital Network Architecture Advantage - Term License - 1 license](#) 1200 7442942 \$72.00 \$86,400.00

Mfg. Part#: E3N-AIRWLN-ED-A  
Electronic distribution - NO MEDIA  
Contract: MARKET

**SUBTOTAL** \$432,000.00  
**SHIPPING** \$0.00  
**SALES TAX** \$0.00  
**GRAND TOTAL** **\$432,000.00**

**PURCHASER BILLING INFO**

**Billing Address:**  
INDEPENDENT SCHOOL DISTRICT 709  
ACCTS PAYABLE  
709 PORTIA JOHNSON DR  
DULUTH, MN 55811-2898  
**Phone:** (218) 723-4127  
**Payment Terms:** ERATE QUOTES ONLY

**DELIVER TO**

**Shipping Address:**  
DULUTH PUBLIC SCHOOLS  
ERATE 2026  
713 PORTIA JOHNSON DR  
DULUTH, MN 55811  
**Shipping Method:** ELECTRONIC DISTRIBUTION

**Please remit payments to:**

CDW Government  
75 Remittance Drive  
Suite 1515  
Chicago, IL 60675-1515



**Sales Contact Info**

**Mayank Srivastava** | (866) 626-8519 | [mayasri@cdw.com](mailto:mayasri@cdw.com)

**Need Help?**



My Account



Support



Call 800.800.4239

[About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at

<http://www.cdw.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager.

Cisco

BY PLACING AN ORDER FOR ABOVE PRODUCTS, Customer acknowledges and agrees: (1) that it is receiving the Cisco Products and Services directly from Cisco Systems, Inc. ("Cisco") and hereby agrees to the Cisco's terms and conditions ("Cisco Terms"), which can be found at Cisco's Customer Contract Experience site at the following URL: <https://www.cisco.com/site/us/en/about/legal/contract-experience/index.html>, which includes Cisco's General Terms at the following URL:

[https://www.cisco.com/c/dam/en\\_us/about/doing\\_business/legal/Cisco\\_General\\_Terms.pdf](https://www.cisco.com/c/dam/en_us/about/doing_business/legal/Cisco_General_Terms.pdf), and the Buying Programs and Offer Descriptions at the following URL:

<https://www.cisco.com/c/en/us/about/legal/cloud-and-software/software-terms.html#buying-programs-supplemental-terms-and-offer-descriptions>, and (2) that Cisco or its affiliates and not Seller will be responsible for the performance of the Cisco Products and Services.



# CDW Government Overview

**CDW Quick Facts**

- Vernon Hills, IL**  
U.S. Headquarters
- \$22.4B**  
2025 Annual Net Sales
- 14,800**  
Coworkers
- 250,000+**  
Customers
- 205**  
Fortune 500 Ranking
- #5**  
CRN's Solution Provider 500 List

CDW Government LLC (CDW•G) is the wholly owned subsidiary of CDW LLC, a leading multi-brand technology solutions provider to corporate and public sector customers in the U.S., U.K., and Canada.

Founded in 1984, CDW currently employs 14,800 coworkers worldwide. Our broad array of offerings ranges from discrete hardware and software products to integrated IT solutions. Our sales and service delivery teams are organized by segment and geographic regions. We have an expansive network of offices near major cities and a large team of customer-facing coworkers - including field sellers, technology specialists, and advanced delivery engineers - across the country.

CDW's sustainable growth and continued financial stability – growing from \$4 billion net sales in 2001, to \$22.4 billion in 2025 - serve to assure Duluth School District 709 that we are here to stay and can support you through the life of this contract and beyond.

**We are a trusted partner to more than 15,000 school districts.**

## K-12 Education Expertise

For more than 30 years, CDW Government has helped schools leverage technology to achieve great educational outcomes. With more than **200 government and education contracts**, we are one of the nation's largest direct-response providers of multi-brand technology products and services. We closely monitor emerging technologies to stay at the forefront of innovation and proactively expand our offerings and certifications to support your evolving needs.

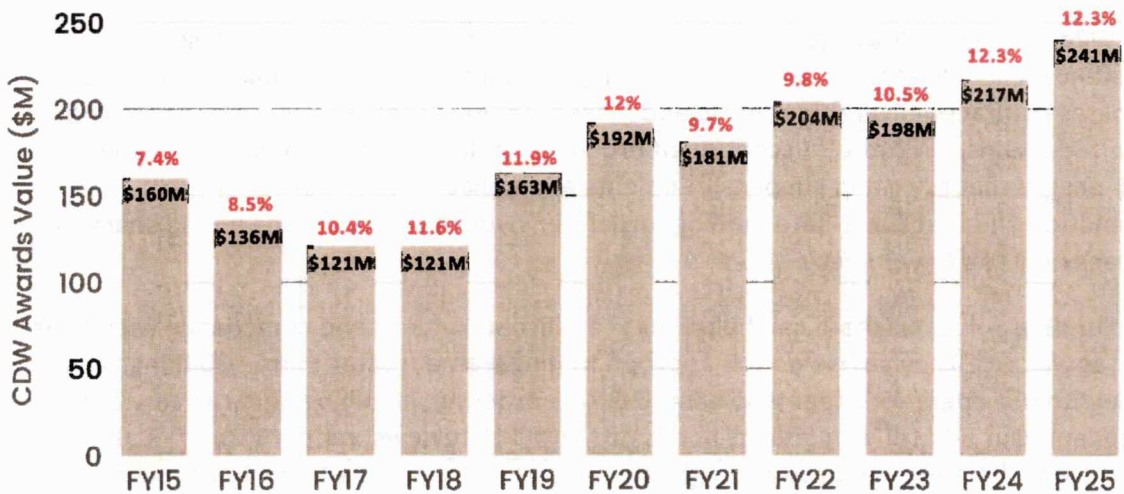
Products and Partnerships	Total E-Rate Solutions
More than <b>100,000 products</b> from more than <b>1,000 vendors</b> including leading networking OEMs such as: APC, Cisco, Cradlepoint, Extreme Networks, Fortinet, HPE, Aruba, Juniper, Kajeet, Leibert, Palo Alto, Ruckus, Starlink, and more.	<ul style="list-style-type: none"> <li><b>Category One</b> <ul style="list-style-type: none"> <li>C1 Network Equipment</li> <li>Wireless Hot Spots and Bus WiFi</li> </ul> </li> <li><b>Category Two</b> <ul style="list-style-type: none"> <li>Internal Connections</li> <li>Basic Maintenance of Internal Connections</li> <li>Managed Internal Broadband Services</li> </ul> </li> <li><b>Pilot Program: Cybersecurity</b></li> </ul>

## A Powerful E-Rate Partner

We have nearly 30 years of experience delivering successful outcomes for E-Rate funded projects. CDW Government has been participating in the E-Rate program since 1998. We are the largest Category 2 provider nationwide, delivering two-times the amount of Category 2 E-Rate projects than our next closest competitor. Since the E-Rate Modernization in 2015, we have been awarded **over 20,816 E-Rate projects totaling over \$1.9B** in equipment delivered to eligible entities throughout the United States.



## CDW E-RATE AWARDS % = CDW's Market Share of E-Rate Awards



## Proven Management Approach

Due to our streamlined and best-practice system of checks and balances, **we have never lost funding for a school**, as substantiated by numerous audits and PIA reviews. Our dedicated internal K-12 and E-Rate resources help ensure accurate invoicing and contract compliance, as well as provide knowledgeable resources and guidance as you navigate your E-Rate journey.

- **E-Rate Program Management Team** offers knowledge, assistance, and advisement, as well as ensures contract compliance.
- **E-Rate Funding Team** ensures expert handling of both BEAR and SPI E-Rate invoicing by accounts receivable specialists.
- **K-12 Education Strategists** focus on helping you implement solutions attuned to your needs, with realistic budget constraints in mind.

## Support Resources for Duluth School District 709

When you work with CDW•G, you grow your IT team. Your **dedicated account management resources** work to become trusted members of your team, tailoring a piece of equipment or an entire network to deliver effective and sustainable results.

Account Management Resources	
<b>Mayank Srivastava</b> Executive Account Manager (866) 626-8519 <a href="mailto:mayasri@cdw.com">mayasri@cdw.com</a>	<b>Brandon Ginter</b> Sales Manager (877) 325-2931 <a href="mailto:brangin@cdw.com">brangin@cdw.com</a>
<b>Tanner Frahm</b> Field Account Manager (866) 314-5867 <a href="mailto:tannfra@cdw.com">tannfra@cdw.com</a>	<b>Eric Goff</b> Director, Area Sales (866) 244-1029 <a href="mailto:ericgof@cdw.com">ericgof@cdw.com</a>

Our **E-Rate Program Management** team offers eligible entities their knowledge, assistance, and advisement on E-Rate matters, including program compliance. The team prepares contract deliverable reports and makes modifications, as necessary, including price reductions, additions, discontinued products, replacements, and version changes. They ensure that price and supply agreements are in place from award through completion and that the E-Rate bidding, ordering, invoicing, and funding are all seamless and easy for you to complete.

Our **Funding Solutions** team can help E-Rate applicants understand compliance with rules and regulations. They advise on the appropriate engagement after Form 470 filings and work with our operations teams to ensure E-Rate ordering, invoicing, and delivery are compliant. Our E-Rate Team assists applicants with PIA reviews, preparation of Bulk Upload Attachments, and product eligibility reviews as part of the Form 471 process.

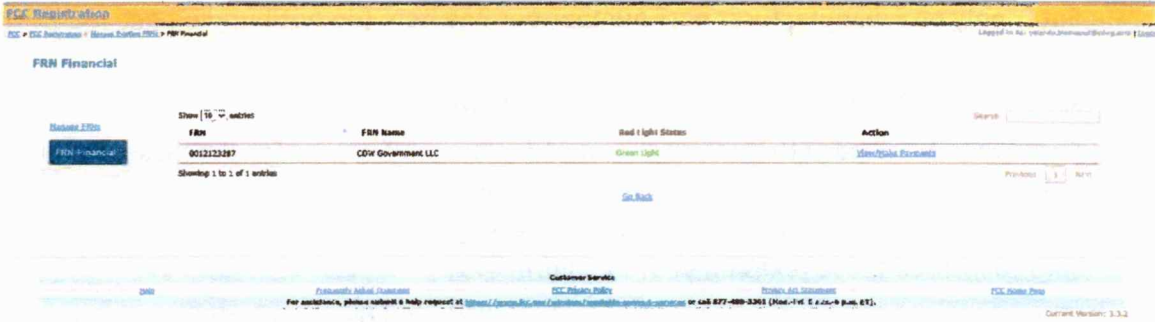
Primary E-Rate Resources	
<b>Jim Heenan</b> Supervisor, Program Management – K12 203.851.7271 <a href="mailto:jimheen@cdw.com">jimheen@cdw.com</a>	<b>Mandi Maricque</b> Manager, Program Management – K12 224.315.2047 <a href="mailto:amanda.maricque@cdwg.com">amanda.maricque@cdwg.com</a>

Countersignature / Post Award Inbox: [470Award@cdwg.com](mailto:470Award@cdwg.com)

Additional E-Rate Resources	
<b>Dave LeNard</b> Business Development Manager, E-Rate	<b>Amy Passow</b> Senior Manager, Education Funding Solutions
<b>Deb Orts</b> Contract Analyst	<b>Kim Lowry</b> Account Receivable E-Rate Invoicing Consultant

# FCC FRN E-Rate Display System Status

The screen shot below is from July 22<sup>nd</sup>, 2025. CDW•G remains in **Green Light Status**.



Upon request, CDW•G can provide an updated screenshot.

- Spin #143005588
- FCC Registration #0012123287

## Helpful Hints for Preparing Form 471

Things to consider when preparing your funding request (Form 471):

- Enter only one manufacturer part number per line item (do not bundle part numbers)
- All software should be requested under IC, Software
- Even when bundled with warranty support from manufacturer for purchase, as long as warranty cannot be purchased on its own
- If you live in a state that has applicable taxes, such as AR, NC, CA, AZ, WA, make sure to include those taxes on your FCC Form 471.
- If warranty can be purchased separately, then it should be separated for funding request, and warranty funding requested under Basic Maintenance
- Warranty only part numbers should be requested under Basic Maintenance
- List months of service, should only be for coverage July 1 – June 30 (Funding Year)
- List hardware supported part number
- List site where hardware sits
- CDW•G can complete Bulk Submission Forms if chosen as the service provider for your funding request. Please email [E-Rate@cdw.com](mailto:E-Rate@cdw.com) for assistance.

Additionally, **please note** - upon award, to facilitate contract execution with our countersignature, please sign the enclosed E-Rate agreement and send to [mayasri@cdw.com](mailto:mayasri@cdw.com) and [470award@cdwg.com](mailto:470award@cdwg.com). Please see **E-Rate Order Process** information on the following page for further details.

# E-Rate Order Process

## Ordering

Purchase orders shall be submitted through electronic means (email, EDI, etc.) directly to Customer's dedicated account manager. Alternatively, if a copy must be sent via mail, common courier, etc., please reach out to your account manager for the appropriate mailing address.

## Required Information

All orders must include:

- Contact name, Phone number
- Purchase order number
- Part number, Product description
- Pre-discount and discounted product price
- Percentage Customer owes and percentage SLD owes (SPI – Form 474 Method)
- Ship to location, Bill to location
- FCC Form 471 Number (also known as Application Number)
- FRN for each part number
- Billing method (BEAR – Form 472 or SPI – Form 474)
- "Net 30 Terms"

**SEPARATE PURCHASE ORDERS SHOULD BE SUBMITTED FOR PRODUCTS THAT ARE NOT ELIGIBLE FOR E-RATE FUNDING. ALL ORDERS ARE SUBJECT TO ACCEPTANCE BY SELLER. PO TOTAL SHOULD REFLECT FULL PURCHASE PRICE OF ORDER.**

## Assistance With Order

Customer may call 1-800-328-4239 for assistance on any purchase order. Any terms or conditions stated in or on the Customer's purchase order which are not consistent with or in addition to the terms and conditions in this Agreement or the Product Sales Terms and Conditions shall be null and void and shall not be applicable hereto or binding on Seller.

**IN THE CASE OF CHANGES TO PRODUCTS AFTER A CUSTOMER ORDER HAS BEEN ACCEPTED BUT BEFORE THE PRODUCT HAS SHIPPED, SELLER WILL MAKE REASONABLE EFFORTS TO MAKE AVAILABLE TO THE CUSTOMER A COMPARABLE OR BETTER PRODUCT AT THE SAME OR LESSER PRICE WHEN OR IF AVAILABLE, UPON APPROVAL FROM SLD ON PRODUCT SUBSTITUTION.**

## Price

Price shall be as stated in the quotation attached hereto as Exhibit I by CDW-G account manager. Prices are exclusive of federal, state, local, or other taxes, which shall be the responsibility of the Customer. Any taxes will be listed separately on the invoice.

## Payment Terms (Customer must choose one)

- a. **Form 474 Service Provider Invoice (SPI) Method:** Seller will invoice Customer for their portion of the Products upon shipment of Product and Customer shall

pay the invoiced amount (non-discounted amount owed by Customer) within thirty (30) days from date of invoice

- b. **Form 472 BEAR Method:** Seller will invoice Customer for pre-discount amount of the Products upon shipment of Product and Customer shall pay the invoiced amount (full amount owed by Customer) within thirty (30) days from the date of invoice.

**Payment Method**

In adherence to Federal E-Rate compliance regulations, CDW-G’s quoted price is all-inclusive of any and all discounts, if applicable. No further discounts will be applied during time of invoice. All payments for both methods shall be submitted to the address presented below WHERE APPLICABLE:

ACH PAYMENT INFORMATION:	CHECK PAYMENT INFORMATION:
E-mail Remittance To: <a href="mailto:gachremittance@cdw.com">gachremittance@cdw.com</a>	CDW Government
THE NORTHERN TRUST	75 Remittance Drive Suite 1515
50 SOUTH LASALLE STREET	Chicago, IL 60675-1515
CHICAGO, IL 60675	
ROUTING NO.: 071000152	
ACCOUNT NAME: CDW GOVERNMENT	
ACCOUNT NO.: 91057	

1. Payment terms are subject to continuing credit approval by Seller. Seller may change credit or payment terms at any time when, in Seller’s opinion, Customer's financial condition, previous payment record, or the nature of Customer's relationship with Seller so warrants.
2. Seller may discontinue performance under this Agreement (i) if Customer fails to pay any sum when due under this Agreement or any other agreement with Seller until payment is received or (ii) if Customer is in violation of applicable regulations.

**NOTWITHSTANDING ANYTHING TO THE CONTRARY, CUSTOMER IS RESPONSIBLE FOR PAYMENT OF 100% THE PRICE OF PRODUCTS IN THE CASE WHERE CUSTOMER PLACES ORDER FOR PRODUCTS SLD DISALLOWS CUSTOMER’S REQUEST FOR DISCOUNT AND REFUSES PAYMENT TO SELLER OF THE DISCOUNT AMOUNT FOR PRODUCTS. IF SLD DISALLOWS CUSTOMER’S REQUEST FOR DISCOUNT CUSTOMER IS IN NO WAY REQUIRED TO PLACE ORDER FOR PRODUCTS.**

# Appendix

# Implementation Plan

## Tasks for First Two Weeks (Sample Version)

Upon award, your Account Management Team will remain in constant contact with key employee(s) at each location to implement the contract and ensure total satisfaction. CDW•G will make this process as seamless as possible and will follow the work plan that has been developed. In addition, if requested, CDW•G will facilitate any necessary meetings via teleconference, videoconference, or in person, pending appointment, at your location or ours, to ensure that the process meets your expectations.

While there can be challenges to implementing a project of any scale, CDW•G tries to minimize potential problems upfront. We will need Duluth School District 709 to provide the following in a timely manner in order to facilitate the implementation process:

- Updated contact information for all key personnel
- Information regarding product forecasts
- Standardized product list
- List of authorized users and restrictions
- Imaging specifications
- Specific reporting requirements
- Permission for CDW•G to be listed on manufacturer agreements.

During the implementation process, any problems or concerns should be directed to your account manager for immediate resolution. The following implementation plan demonstrates how CDWG will work with you to successfully implement this project.

Task	Week 1	Week 2
<b>Account Management Set Up</b>		
• Introduce key customer contacts to CDW•G Account Team	X	
• Introductory letter/phone contact/ site visit		
• Gather/confirm general customer information		
• Contacts: phone, email, fax	X	
• <b>Duluth School District 709's</b> locations and addresses		
• Outline customer's procedures and requirements, i.e. <ul style="list-style-type: none"> <li>○ Frequency of contact/schedule</li> <li>○ Turnaround expectations (quotes)</li> <li>○ Reporting</li> </ul>	X	
• Conduct walkthrough or webinar: Account Center		X

CDW•G Capabilities and Support		
•	Make contact with Account Specialists, as needed	X
•	Review technical support options	X
•	Review customer service processes (i.e., returns)	X
Customer Financial Arrangements		
•	Complete forms for credit approval	X
•	Complete financing application	X
Product Specific Needs and Services		
•	Arrange conference call(s) with manufacturer(s)	X
•	Develop product forecasts	X
•	Process and test image(s)	X
•	Customize asset tag/schedule asset tagging	X
•	Input customer installation/configuration specifications	X
Procurement and Management Systems		
•	Standardize products through your Account Center	X
•	Create bundles	X
•	Set up purchase authorizations and controls	X
•	Establish account linking	X
•	Set up software license tracking system	X
•	Implement asset tracking system	X
•	Investigate or link with e-procurement programs and third parties	X
•	Utilize EDI for invoicing and/or ordering functions	X
Pricing		
•	Have CDW•G listed on all manufacturer contracts	X
•	Enter pricing information into contract management system	X
Optional Systems/Services		
•	Finalize staging agreement	X
•	Finalize minority/disabled small business partnership	X
•	Arrange for onsite services	X
•	Select appropriate training programs	X
•	Set up Employee Purchase Program	X

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## K-12 Funding and Other Resources

We know your need for vendor support does not stop at deployment completion. Maintaining technology program innovativeness and alignment with your education goals is a continuous and daunting task. In fact, in a year, your program will look very different. You need a vendor that does more than meet your RFP's technology requirements; you need a vendor partner that shares a passion for education and continued development. Our teams, and our partners, are dedicated to supporting the full scope of Duluth School District 709's technology and all your program goals. Following are highlights of the value-adds we offer our education customers.

### Get Ed Funding Overview

CDW•G sponsors [GetEdFunding.com](https://www.getedfunding.com), a free grant-finding resource, providing access to billions of dollars' worth of educational funding opportunities. Through sponsoring this resource, CDW•G's mission is to help educators and institutions discover the funds they need to supplement tight budgets to achieve your goals and take learning to the next level.

Monitored daily, [GetEdFunding.com](https://www.getedfunding.com) can reduce the energy your teachers are spending to search for programs and money. You can finetune your search based on key concepts and 21<sup>st</sup> century skills and themes. Once you are registered on the site, you can save the grants of greatest interest to return to later. The funding opportunities listed are already available and applicable to standard learning paths. For example, there are more than 60 STEM specific programs currently available for application. Please reach out to your account manager for more information.







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

Dear Cathy Holman,

We are submitting the following renewal increase for the 2026-2027 school year. Our Grade A products meet all local, State and Federal requirements for the lunch program. All half-pint milks are subject to the attached Escalator Clause. All other products follow the monthly market change.

**Renewal Increase added to current half-pint unit cost**  
**Renewal Increase Effective July 1, 2026**

Item Description	Item #	Packaging Description	Increase
1% Milk	26890	Eco Half-Pint	\$0.005
Skim Milk	26891	Eco Half-Pint	\$0.005
*Whole Milk	TBD	Eco Half-Pint	\$0.005
*2% Milk	TBD	Eco Half-Pint	\$0.005
Chocolate Skim Milk	65492	Eco Half-Pint	\$0.005
Lactose Free 1% Milk	New	Eco Half-Pint	\$0.000
Lactose Free Choc 1% Milk	New	Eco Half-Pint	\$0.000

\*Items in consideration per  
 new legislation

Kelly Durick Eder, Board Chair



**Escalator Clause**

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

Class I Skim		CWT
Class I Butterfat		LB

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

Half-Pint Fluid Milk	\$0.00054	Per Half-Pint
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If the Class 1 Butterfat price per pound is increased or decreased, for each \$0.01 increase or decrease, the quotation on a half-pint will follow this formula:

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



## **Kemps General Information**

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

**Key Bid Contact:** Bryan Pink, Sales Director / [Bryan.Pink@Kemps.com](mailto:Bryan.Pink@Kemps.com) / 612-685-0653

**Sales Rep Contact:** Mike Hill / [Mike.Hill3@Kemps.com](mailto:Mike.Hill3@Kemps.com) / 320-471-8829

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

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

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

**Return Milk Policy:** Kemps only takes back and gives credit for milk that is delivered with less than 10 days from expiration, or any milk that is deemed a manufacturer defect, damaged, or not sellable upon delivery.

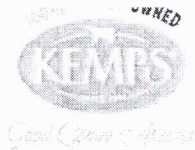
Please be cognizant of our next scheduled delivery, especially around break periods. The school is responsible for disposing of any milk.

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

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

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

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



### School Calendar Dates

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

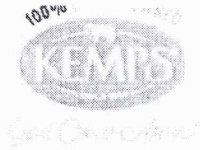
First Day of School	9-8-2026
Thanksgiving Break	11-26-2026 & 11-27-2026
Christmas Break	12/23/26 → Resume 1/4/2027
Spring Break	2/13/27 → 2/19/2027      4/5/2026 → 4/9/2026
Summer School	<input type="checkbox"/> No <input type="checkbox"/> Yes Dates: mid June — mid August at 5 schools

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

School Name(s)	
First Day of School	
Thanksgiving Break	
Christmas Break	
Spring Break	
Summer School	<input type="checkbox"/> No <input type="checkbox"/> Yes Dates:

School Name(s)	
First Day of School	
Thanksgiving Break	
Christmas Break	
Spring Break	
Summer School	<input type="checkbox"/> No <input type="checkbox"/> Yes Dates:

School Name(s)	
First Day of School	
Thanksgiving Break	
Christmas Break	
Spring Break	
Summer School	<input type="checkbox"/> No <input type="checkbox"/> Yes Dates:



**Competitor Bids**

Please do not submit this letter without filling in the section below.

Bidder Name			
1% Milk	\$	<i>None</i>	per half pint
Skim Milk	\$		per half pint
Chocolate Skim Milk	\$		per half pint
Lactose Free Skim Milk	\$		per half pint

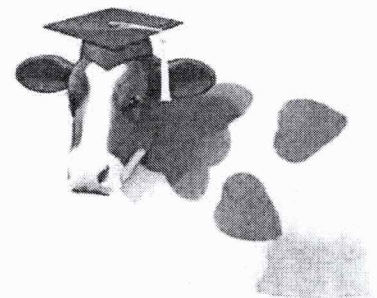
Bidder Name			
1% Milk	\$	<i>None</i>	per half pint
Skim Milk	\$		per half pint
Chocolate Skim Milk	\$		per half pint
Lactose Free Skim Milk	\$		per half pint

Please email a completed copy to Bryan Pink, Sales Director at Kemps LLC: [Bryan.Pink@Kemps.com](mailto:Bryan.Pink@Kemps.com)  
 We appreciate your consideration of Kemps to supply your school with milk for the 2026-2027 school year.

Sincerely,

*Bryan Pink*

**Bryan Pink**  
 Sales Director  
 Kemps – It’s the Cows!  
 420 West Broadway Avenue  
 Minneapolis, Minnesota  
 612.685.0653



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



## 2025-2026 Duluth Public Schools Head Start Self Assessment Report

### Purpose of Self Assessment

Head Start Performance Standard §1302.102(b)(2)(i) indicates that a program must effectively oversee progress towards program goals on an ongoing basis and annually must conduct a self-assessment that uses program data, and professional development and parent and family engagement data as appropriate, to evaluate the program's progress towards meeting program goals, compliance with program performance standards throughout the program year and the effectiveness of the professional development and family engagement systems in promoting school readiness.

Head Start Performance Standard §1302.102(c)(2)(iv) indicates that a program must use information from ongoing monitoring and the annual self-assessment, and program data on teaching practice, staffing and professional development, child-level assessments, family needs assessments, and comprehensive services, to identify program needs, and develop and implement plans for program improvement.

Questions that helped guide the process were:

- Is our program meeting the Head Start Performance Standards?
- Are our services responding to the changing needs of children and families?
- Is the program achieving the continued goals for the 2025-26 program year?

Duluth Head Start used a process for the self assessment that involved teams, focus groups, surveys and program data to determine success in the following areas:

1. High Quality Preschool Classrooms
2. Responding to the Unique Needs of our Community
3. Fostering Resilience with a Focus on Health and Wellness
4. Program Management and Quality Improvement
5. Family Engagement and Enrollment

### Program Strengths

Duluth Head Start is a school based program with a mission to create a strong learning community in order to achieve success in the classroom and beyond. Currently located in eight of the eight elementary schools in Duluth, MN, spread across this 27 mile long city, along the shores of Lake Superior.

Independent School District 709, Duluth is identified as the Head Start grantee. Head Start has been in our public schools since 1965 and is staffed by certified teachers, and paraprofessionals, represented by the school district bargaining units. The wages and benefits align with that of other District 709 employees. The collaboration and partnership between Head Start and District 709, allows for multiple opportunities to work together through initiatives and programs in support of children and families. The Desired Results Developmental Profile (DRPD) student assessment data will support the selected age-appropriate experiences, high quality preschool classroom design, and family engagement, all preparing our children for kindergarten.

## Methodology

Program leadership, collaborative school partners, the Head Start planning team, and Head Start Parent Policy Council provided input into the program's self assessment methods and direction. The program self assessment was conducted through survey, staff conversations, focus groups, data review, staff and parent interviews, and a review of community needs reports. This methodology was approved by the Policy Council on February 12, 2026 and provides an opportunity for self assessment in the following program areas :

1. High Quality Classrooms
2. Responding to the Needs of Our Community
3. Fostering Resilience with a Focus on Health and Wellness
4. Program Management and Quality Improvement
5. Parent, Family, and Community Engagement; Enrollment; Transportation

## High Quality Preschool Classrooms

High quality preschool classrooms are identified in research as programming that supports the development of children across domains. A rich environment of experiences, with a focus on the social/emotional developmental domain is the foundation from which student growth and learning occurs. The relationships between teachers and children, teachers and families, along with play-based learning and qualified staff members contribute to high quality preschool classrooms. High-quality preschool classrooms bolster student success, across developmental domains, supporting optimal child outcomes.

The Pyramid Model, first introduced to the Duluth Preschool Program in 2017, has been fully implemented into the fabric of the preschool program. The Pyramid Model evidence-based teaching practices begin with an effective workforce, nurturing and responsive relationships, resulting in high quality supportive environments. The parent engagement components of the Pyramid Model, support the home-school connection, with shared tools, language, and practices.

The data around challenging behaviors, including, but not limited to physical aggression, elopement, uncontrolled tantruming, self harm, and withdrawal can be shared with parents and allowing the data to tell the child's story. In addition, the Preschool Support Team, the classroom team and families, use the data to problem solve and coach one another in support of a child's social/emotional development and success in the classroom setting. Our Behavior Incident Reports (BIRs), 1200 from September 14, 2025 through March 31, 2026 indicate that child aggression towards peers and then staff are the most reported this program year. The BIRs indicated that child elopement is the second most reported challenging behavior, demonstrated by children in the Duluth Preschool Program.

### Responding to the Unique Needs of Our Community

The unique needs of the Duluth Community are informed by the following:

- Climate:
  - 40.6 inches of snowfall, with warmer than average winter temperatures
  
- Homelessness:
  - At the time of this report, 20 enrolled children were identified as homeless. This number changes on a monthly basis. The unique needs of homeless children

are supported by classroom teams, community partners and through our birth to 5 State of Minnesota Head Start FIT Program and the District 709 FIT collaboration.

- **The mental health and well-being of the children we serve:** The most current data collected through program behavior incident reports (BIRs) indicates that challenging behaviors are a part of our preschool classrooms. The Duluth Preschool Program has recorded 1200 BIRs, between September 2025 and March 2026 or 109 days of preschool programming. Support for mental health and well-being, as dictated by Head Start Performance Standard 1302.45 invites the following approach in service to our enrolled preschool children.
  - To support a program-wide culture that promotes mental health, social and emotional well-being, and overall health and safety, a program must use a multidisciplinary approach.
  - Ensures mental health consultation services are available at a frequency of at least once a month.
  - *Mental health consultants.* A program must ensure that mental health consultants provide consultation services that build the capacity of adults in an infant or young child's life to strengthen and support the mental health and social and emotional development of children.

In addition, the mental health team supports families and classrooms through the Preschool Support Team (PST). This is a collaboration between families and classroom staff seeking to support children in the social/emotional domain in both classroom and home. The PST collaboration allows teams to review behavior data, investigate the function of a child's behavior and share the child's school story, while learning about the child's home story, as expressed through the child's behavior.

Together, the family and preschool staff create an individual plan for the child. The plan is titled "scaffold to success". The goal is to support the success of the child

across developmental domains, allowing for practice of skills, building of new skills and any needed adjustments along the way. Scaffolding for success represents Duluth Preschool's response to Minnesota's Successful Learner Equation.

- **Nature based programming:** Nature based preschool programs are some of the fastest growing preschool program types in MN and the US. During the course of this grant and its extension, we have maintained 4 Nature Playscapes at schools with the highest concentration of poverty in the Duluth Public Schools. In addition to the playscapes, we have continued to provide children with high quality outdoor gear so they can feel comfortable outside in any weather.
- **Oshki-Inwewin:** This bicultural preschool incorporates Ojibwe language and culture into programming. It draws families from across the city who are interested in having this experience for their children. It is located in an elementary school that houses an Ojibwe language immersion program. Interest in this program continues to grow.
- **Artist in Residence Program:** We partner with the Duluth Art Institute to provide an artist in residence program for full day classrooms. Artists provide an art lesson for 9 weeks and then have an art showcase at the end of the experience. We plan to continue this going forward.
- **Scholarships:** Our program partners with various community partners offering enrichment opportunities for children and families. Several of these have streamlined scholarship applications so that families' participation in Head Start indicates eligibility taking the burden of proof of the family.

## Fostering Resilience with a Focus on Health and Wellness

### **YMCA Partnership:**

Our partnership with the YMCA provides:

- 2 full day classrooms to attend a six week Safety Around Water class during the school day.
- Day passes for every Head Start staff and family
- In spring of 2026, we will add a swim class for Head Start parents - a result of last year's self assessment. This will include childcare. Family Advocates worked to recruit adults to attend this opportunity.

### **Health and Wellness for Staff:**

Our Health and Wellness Committee provides breakfast for staff at each of our staff meetings. Staff also have the opportunity to provide input, anonymously through the 'preschool suggestion box'. Staff input is reviewed by program coordinators and addressed through the weekly Friday Updates from the Director. To date, 7 anonymous suggestions have been submitted and received responses, through this platform.

**Reflective Practice and Supervision :** Duluth Preschool staff were encouraged to engage with one another through opportunities at our staff training/ professional development days and staff meetings. Reflective Practice such as this, is a common Early Childhood process that helps staff feel supported and seen by colleagues and supervisors.

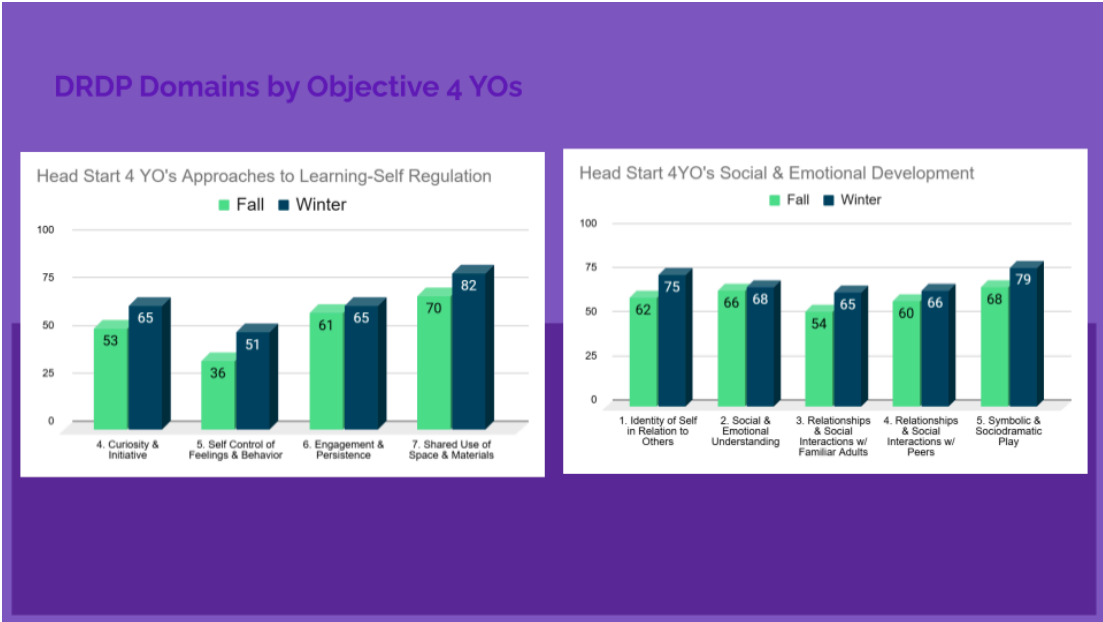
**Professional Development:** The Duluth Preschool Program has moved under Community Education, in the Duluth Public Schools Organizational Chart. This move has informed some of the staff development opportunities throughout the

2025-26 program year. The staff provided input into staff development opportunities utilizing the Coordinator Team, Planning Team and staff surveys. In addition, the Duluth Preschool Program has partnered with the Duluth Public Schools Professional Development Department and Community Education to plan staff professional development. The onboarding of classroom staff was more intentional this program year, with teacher and paraprofessional mentoring, in real time and with an approved paraprofessional on-boarding checklist. Staff feedback on both the mentoring and checklist have been favorable.

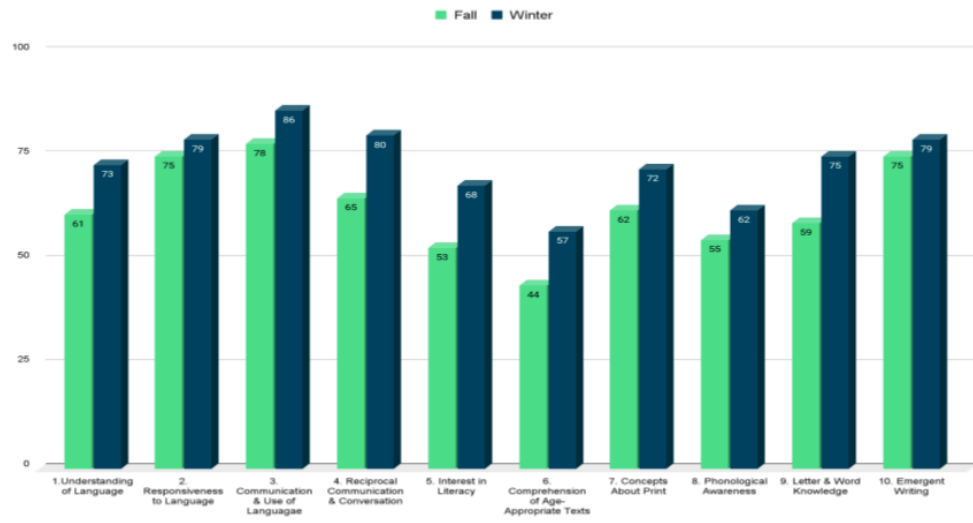
**School Readiness**

Head Start is a school readiness program, as defined by the Office of Head Start. The Desired Results Developmental Profile or DRDP results for the Fall 2025 and Winter 2026 are as follows:

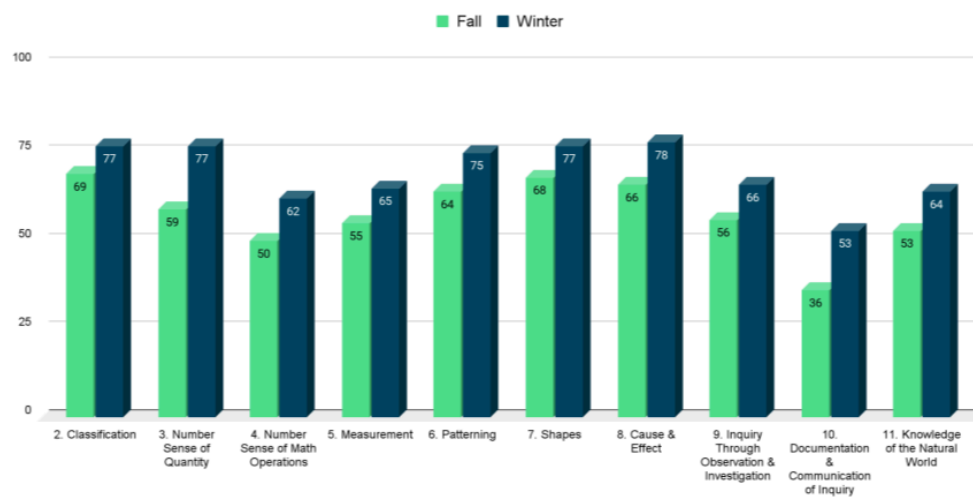
- 254 3-5 year olds enrolled at checkpoint cutoff
- 96% assessed
- 4% “Elected Not to Rate” (10 children-chronic absences)



Head Start 4 YO's Language & Literacy Development



Head Start 4 YO's Cognition, Including Math & Science



## Program Management and Quality Improvement

**Federal Monitoring:** We were monitored by the Office of Head Start in the spring of 2024. There was one finding that was corrected regarding Oral Health Determination. Several program strengths were noted including:

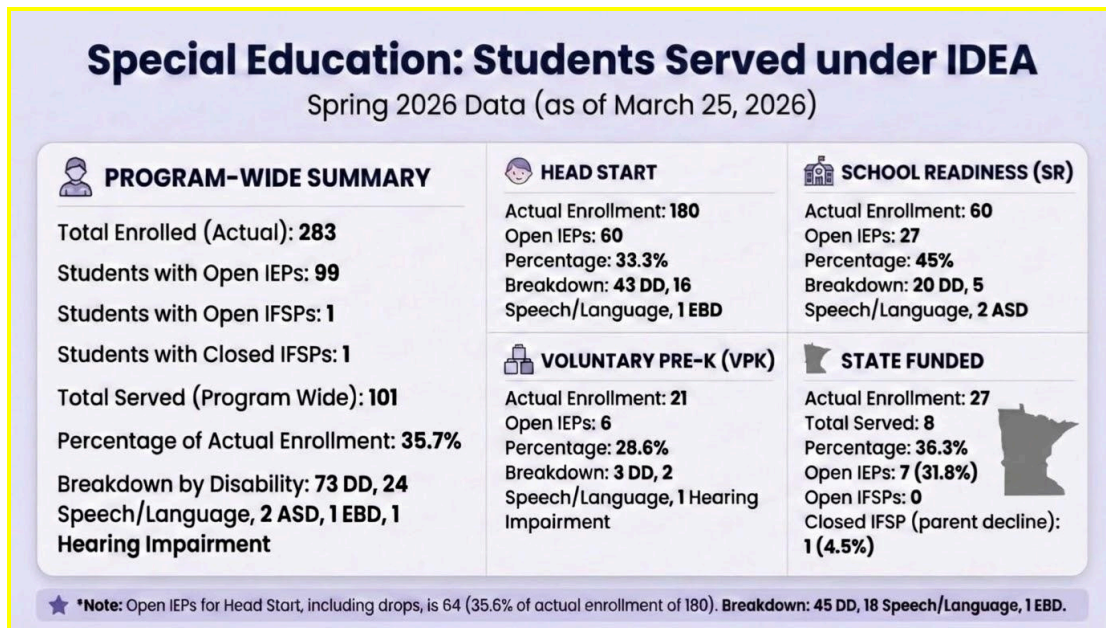
- Formal systems that remove barriers for policy council member participation
- Use of ongoing program data to innovate in the classroom based on needs of individual or subgroups of students
- Regularly offering families information or activities designed to support families' mental health and wellness
- Solicits and uses inputs from families to improve programming
- Provides economic mobility support to help families with pathways out of poverty
- Continuously evaluates the success of recruitment strategies and adjusts strategies as appropriate
- Provides targeted support for children and families who are at risk of low attendance

**Internal Monitoring:** We monitor classrooms twice per year: in the fall and spring. We monitor to see the following:

- Pyramid Model practices are in place
- Evidence of curriculum fidelity
- Active Supervision procedures are in place
- Meals are being served family style
- Health/Allergy information

**Least Restrictive Environment (LRE):** The LRE is defined as placement of a child to the maximum extent appropriate, children with disabilities, including children in

public or private institutions or other care facilities, are educated with children who are nondisabled. Duluth Preschool offers an LRE through inclusive preschool programming, partnering with the Duluth Public Schools Special Education Department. The acceptance and placement of students is a collaborative process, seeking to place children in their “home” school. The collaboration with teachers, IEP casemanagers, program leadership, program coordinators and families, contributes to the overall inclusion of children of differing abilities into the Duluth Preschool Program.



**Transportation Internal Monitoring:** Transportation is monitored three times per year, at the beginning of the school year, after the winter break, and in April following Spring break

We look to see upon arrival at school that

- Bus vests are being used
- Children are not released until teachers are present
- Staff are maintaining active supervision as they walk children to the classroom

- Drivers have current Release To information
- Drivers are in possession of a current route sheet

At home drop off stops we look to see that

- Parents are going up to the bus to pick children up

When a child is returned to school because an adult was not present, that provides evidence that our plan is being followed.

Bus Concern Forms are used when staff or families have concerns about a parent, driver, or child's behaviors. This form is sent to our Enrollment Coordinator who follows up with them. Bus Concern forms were completed in 2025-26, through an on-line platform. In addition, the District Transportation Coordinator, follows up with our Transportation Coordinator, regarding any ridership concerns.

## Enrollment

We were identified in 2023 as being chronically under enrolled. This was due, in large part, to us limiting enrollment in classrooms struggling with challenging student behavior. Some behaviors made it difficult to keep classrooms safe.

We have worked toward and maintained the required full enrollment for the 2024-25 and 2025-26 school year. We continue to review our enrollment process annually, making any needed adjustments to the process. Contributing to this process is the quarterly Office Flow Meeting. This meeting has been established to create pathways for talking through changes, challenges, and celebrations, in the Duluth Preschool Office culture.

Finally, we have created a recruitment team, including our clerical team member, our business manager, the ERSEA Coordinator, the Inclusion Coordinator, and the

Director that meets 2 times per year to look at sites that may need strategic recruitment and child placements, along with a recruitment timeline to keep us on track with the many tasks involved in launching a new program year.

### Family Engagement

Parent Committee meetings at sites have had low attendance (2-11 families), with the exception of the very first one of the year: the Ice Cream Social, held in September and early October, which had 8-17 families in attendance across all sites. We have seen success in bringing families together, when we invite them from across the city to meet at community sites like The Depot or Bayfront Park. Attendance numbers up to 117 individuals have been recorded at the city-wide events. Attendance at city wide events feels satisfying for family advocates and pleasurable for families, allowing both to connect over preselected themes like, health and wellness, challenging behaviors, nutrition, mental health, and family routines.

### Program Facilities

Per Head Start and the Department of Human Services: Minnesota Child Care Centers need a minimum of 35 square feet of usable indoor space per child, with specific exclusions like hallways and closets, but centers also need 75 sq. ft. per child outdoors. Up to 25% of space occupied by furniture or equipment can count towards the total.

The current funding allows for 306 student slots. There are 8 classrooms currently accepting student placement, with 18 class sessions= 18 students per session

## Program Staffing

Past practice was also used this program year to support the need for teacher subs. Certified staff: Family Advocates and Program Coordinators select 2 days per month as: “back up” teacher/para subs. Community Education is funding a float paraprofessional position, beginning 1/5/26 and ending 3/31/26.

The number of teacher absences (Frontline) September: 13/ October: 27 /November: 24 /December: 25.5/January 22/February 23/March 19. The number of para absences(Frontline) September: 38/October: 41 /November: 35 /December: 35.5/January 46/February 44/March 48 The requirement for fingerprinting of subs increased the difficulty in filling absences, through Kelly Education. There are currently 13 teacher subs and 11 paraprofessional subs, who meet the fingerprinting requirement.

## Noteworthy Additions

The Office of Head Start has indicated that the competitive NOFO grant will be released during the Summer of 2026. Competition allows us an opportunity to redefine how our program responds to identified community needs.

## Recommendations

The following program wide recommendations support continuous quality improvement.

1. Continue to explore opportunities to hire and engage more substitute paraprofessionals and teachers, through a continued partnership with Kelly Education
2. Continue to build staff capacity in working with challenging child behaviors, both through strengthening intervention strategies, teacher mentoring and collaborative observations and ongoing parent partnership
3. Continue Internal Monitoring, supporting individual sites and staff through a parallel process seeking optimal outcomes for our children and their families.
4. Continue to support teams in inputting data through Child Plus and Educlimber (BIRs), informing program decisions through data collections and exploration.
5. Continue to explore program goals for the NOFO 2026-31

By signing below, this report has been approved by the Governing Board and Head Start Policy Council.

\_\_\_\_\_ Kelly Durick-Eder, School Board Chair

\_\_\_\_\_ Date

\_\_\_\_\_ Danielle Baublitz, Policy Council Chair

\_\_\_\_\_ Date



## **Transportation Waiver for Duluth Head Start FY 2027**

- Voluntary PreK is required to provide transportation to and from school for 4 year olds
- Due to this, we are asking that 4 year old Head Start children also be allowed to ride the bus to and from school. We know transportation can be a significant barrier to accessing preschool for families experiencing poverty.
- We are asking to waive the following Head Start regulations:
  - Restraints 1303.71(d) and 1303.72(a)(1)
  - Monitors 1303.72(a)(4)
- Our Parent Policy Council supports this plan contingent on maintaining the following safety provisions:
  - Preschool children will wear reflective vests making them highly visible to the bus drivers and other staff, both to and from school
  - Preschool children will sit in seats closest to the driver
  - An adult must meet the children at the bus door at drop off, and must bring the child to the bus door at pick up. We encourage parents to establish communication with the driver.
  - Unfamiliar designated adults must present an ID to the bus driver when picking up a child from the bus.
  - All Head Start children must participate in a bus safety presentation on the first day of school.
  - Riding the bus is voluntary, so parents may choose to self transport if they prefer.
    - The number of four year olds varies from year to year.

We appreciate your commitment to removing barriers for children whose families are experiencing poverty by safely getting preschool children to and from school. We know establishing patterns of regular attendance is very important for school success, and we can directly correlate transportation increased attendance.

By signing below, you are acknowledging that this waiver has been approved.

\_\_\_\_\_ Kelly Durick-Eder, School Board Chair

\_\_\_\_\_ Date

\_\_\_\_\_ Danielle Baublitz, Policy Council Chair

\_\_\_\_\_ Date

**MEMORANDUM**

TO: Curriculum Dept.  
FROM: Angie Frank, Adult Diploma Program  
SUBJECT: High School Diploma  
DATE: 3/20/2026

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:

Cameron Richardson

3/20/2026

**MEMORANDUM**

TO: Curriculum Dept.  
FROM: Angie Frank, Adult Diploma Program  
SUBJECT: High School Diploma  
DATE: 3/20/2026

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:

Brandon Bacheldor

3/20/2026

**MEMORANDUM**

TO: Curriculum Dept.  
FROM: Angie Frank, Adult Diploma Program  
SUBJECT: High School Diploma  
DATE: 3/20/2026

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:

Amber Anderson

3/20/2026

**MEMORANDUM**

TO: Curriculum Dept.  
FROM: Angie Frank, Adult Diploma Program  
SUBJECT: High School Diploma  
DATE: 3/20/2026

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:

Cecilia Dockry

3/20/2026

April 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>
<b>Dariana Booker-Ellis</b>	<b>Duluth Public Schools</b>	<b>3/23/2026</b>

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

\* this is a reprint with the correct last name.

Nathan Glöckle  
Principal

Kathleen Wilson  
Sr. Clerical  
Area Learning Center

March 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>
<b>Calleigh Cooke</b>	<b>Duluth Public Schools</b>	<b>3/24/2026</b>

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

Nathan Glöckle  
Principal

Kathleen Wilson  
Sr. Clerical  
Area Learning Center

April 8, 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>
<b>Devin Dietrich</b>	<b>Duluth Public Schools</b>	<b>4/6/2026</b>
<b>Nyah Majchrzak</b>	<b>Duluth Public Schools</b>	<b>4/6/2026</b>
<b>Melodie Olson</b>	<b>Duluth Public Schools</b>	<b>4/7/2026</b>
<b>Taylor J Thompson *</b>	<b>Duluth Public Schools</b>	<b>4/30/2026</b>

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

\* Requested for the Bridge program.

Nathan Glöckle  
Principal

Kathleen Wilson  
Sr. Clerical  
Area Learning Center

March 19, 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>
Winter Trepanier	Duluth Public Schools	4/9/2026

- 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

# ARROWHEAD ACADEMY

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4849 Ivanhoe Street

Phone: (218) 336-8955 ~ Fax: (218) 336-8959

April 10th, 2026

John Magas  
Ind. School District 709  
4316 Rice Lake Road, Suite 108  
Duluth, MN 55811

Dear Mr. Magas,

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

<u>Name of Graduate</u>	<u>School</u>	<u>Graduation Date</u>
Blaze Evon Markward	Arrowhead Academy	April 28th, 2026

Thank you

Jacob Hintsala  
Principal

## **208 DEVELOPMENT, ADOPTION, AND IMPLEMENTATION OF POLICIES**

### **I. PURPOSE**

The purpose of this policy is to emphasize the importance of the policy-making role of the school board and provide the means for it to be an ongoing effort.

### **II. GENERAL STATEMENT OF POLICY**

Formal guidelines are necessary to ensure the school community that the school system responds to its mission and operates in an effective, efficient, and consistent manner. A set of written policies shall be maintained and modified as needed. Policies should define the desire and intent of the school board and should be in a form that is sufficiently explicit to guide administrative action.

### **III. DEVELOPMENT OF POLICY**

- A. The school board has jurisdiction to legislate policy with the force and effect of law for the school district. School district policy provides the school board's general direction for the school district while delegating policy implementation to the administration.
- B. The school district's policies provide guidelines and goals to the school community. The policies are the basis for guidelines and directives created by the administration. The school board shall determine the effectiveness of policies by evaluating periodic reports from the administration.
- C. Policies may be proposed by a school board member, employee, student, or resident of the school district. Proposed policies or ideas shall be submitted to the superintendent for review prior to possible placement on the school board agenda.

### **IV. ADOPTION AND REVIEW OF POLICY**

- A. The school board shall give notice of proposed policy changes or adoption of new policies by placing the item on the agenda of two school board meetings. The proposals shall be distributed and public comment will be allowed at both meetings.
- B. The final action taken to adopt the proposed policy shall be approved by a simple majority vote of the school board at a meeting after the two meetings at which public input was received. The policy will be effective on the latter of the date of passage or the date stated in the motion.
- C. In an emergency, a new or modified policy may be adopted by a majority vote of a quorum of the school board in a single meeting. A statement regarding the emergency and the need for immediate adoption of the policy shall be included in the minutes. The policy adopted in an emergency shall expire within one year following the emergency action unless the policy adoption procedure stated above is followed and the policy is reaffirmed. The school board shall have discretion to determine what constitutes an emergency.
- D. If a policy is modified with minor changes that do not affect the substance of the policy or because of a legal change over which the school board has no control, the modified policy may be approved at one meeting at the discretion of the school board.

**V. IMPLEMENTATION OF AND ACCESS TO POLICY**

- A. The superintendent shall be responsible for implementing school board policies, other than the policies that cover how the school board will operate. The superintendent shall develop administrative guidelines and directives to provide greater specificity and consistency in the process of implementation. These guidelines and directives, including employee and student handbooks, shall be subject to annual review and approval by the school board.
- B. Each school board member shall have access to school district policies. An electronic copy of the school district policies shall be placed on the district website. Paper copies shall be placed in the Superintendent’s office and shall be available for reference purposes to other interested persons.
- C. The superintendent, employees designated by the superintendent, and individual school board members shall be responsible for keeping the policy current.
- D. The school board shall review policies at least once every three years. The superintendent shall be responsible for developing a system of periodic review, addressing approximately one third of the policies annually. In addition, the school board shall review the following policies annually: 506 Student Discipline; 722 Public Data Requests; and 806 Crisis Management Policy.
- E. When no school board policy exists to provide guidance on a matter, the superintendent is authorized to act appropriately under the circumstances keeping in mind the mission, educational philosophy, and financial condition of the school district. Under such circumstances, the superintendent shall advise the school board of the need for a policy and present a recommended policy to the school board for approval.

**Legal References:** Minn. Stat. § 123B.02, Subd. 1 (School District Powers)  
Minn. Stat. § 123B.09, Subd. 1 (School Board Powers)

**Cross References:** MSBA/MASA Model Policy 305 (Policy Implementation)

Replacing: Policies 8065, 9065  
First Reading: 01-19-2016  
Adopted: 02-23-2106  
Updated: 02-27-2018  
Updated: 09-20-2022  
Reviewed: 04-21-2026

## **208 DEVELOPMENT, ADOPTION, AND IMPLEMENTATION OF POLICIES**

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**Legal References:** Minn. Stat. § 123B.02, Subd. 1 (School District Powers)  
Minn. Stat. § 123B.09, Subd. 1 (School Board Powers)

**Cross References:** MSBA/MASA Model Policy 305 (Policy Implementation)

Replacing: Policies 8065, 9065  
First Reading: 01-19-2016  
Adopted: 02-23-2106  
Updated: 02-27-2018  
Updated: 09-20-2022

## **302 SUPERINTENDENT**

### **I. PURPOSE**

The purpose of this policy is to recognize the importance of the role of the superintendent and the overall responsibility of that position within the school district.

### **II. GENERAL STATEMENT OF POLICY**

The school board shall employ a superintendent who shall serve as an ex officio, nonvoting member of the school board and as chief executive officer of the school system.

### **III. GENERAL RESPONSIBILITIES**

- A. The superintendent is responsible for the management of the schools, the administration of all school district policies, and is directly accountable to the school board.
- B. The superintendent or designee shall annually evaluate each principal assigned responsibility for supervising a school building in the district.
- C. The superintendent may delegate responsibilities to other school district personnel, but shall continue to be accountable for actions taken under such delegation.
- D. Where responsibilities are not specifically prescribed, nor school board policy applicable, the superintendent shall use personal and professional judgment, subject to review by the school board.
- E. Inform and make available to all School Board members prospective or other legal suits filed by or against the School District; offers to purchase school property; and petitions received by the School District.

**Legal References:** Minn. Stat. § 123B.143 (Superintendent)

**Cross References:** MSBA/MASA Model Policy 202 (School Board Officers) MSBA/MASA Model Policy 208 (Development, Adoption, and Implementation of Policies MSBA/MASA Model Policy 214 (Out-of-State Travel by School Board Members) MSBA/MASA Model Policy 301 (School District Administration) MSBA/MASA Model Policy 303 (Superintendent Selection) MSBA/MASA Model Policy 304 (Superintendent Contract, Duties, and Evaluation) MSBA/MASA Model Policy 305 (Policy Implementation) MSBA/MASA Model Policy 306 (Administrator Code of Ethics) MSBA/MASA Model Policy 412 (Expense Reimbursement) MSBA/MASA Model Policy 510 (School Activities) MSBA/MASA Model Policy 511 (Student Fundraising) MSBA/MASA Model Policy 513 (Student Promotion, Retention, and Program Design) MSBA/MASA Model Policy 602 (Organization of School Calendar and School Day) MSBA/MASA Model Policy 605 (Alternative Programs) MSBA/MASA Model Policy 701 (Establishment and Adoption of

School District Budget)  
MSBA/MASA Model Policy 704 (Development and Maintenance of an Inventory of Fixed Assets and a Fixed Asset Accounting System)  
MSBA/MASA Model Policy 802 (Disposition of Obsolete Equipment and Material)  
MSBA/MASA Model Policy 903 (Visitors to School District Buildings and Sites)  
MSBA/MASA Model Policy 905 (Advertising)  
MSBA/MASA Model Policy 906 (Community Notification of Predatory Offenders)  
MSBA/MASA Model Policy 907 (Rewards)

Replaces: 2010, 2015, 2050, 2065  
First Reading: 12-20-16  
Second Reading: 01-17-17 ISD 709  
Reviewed: 04-21-26

## 302 SUPERINTENDENT

### I. PURPOSE

The purpose of this policy is to recognize the importance of the role of the superintendent and the overall responsibility of that position within the school district.

### II. GENERAL STATEMENT OF POLICY

The school board shall employ a superintendent who shall serve as an ex officio, nonvoting member of the school board and as chief executive officer of the school system.

### III. GENERAL RESPONSIBILITIES

- A. The superintendent is responsible for the management of the schools, the administration of all school district policies, and is directly accountable to the school board.
- B. The superintendent **or designee** shall annually evaluate each principal assigned responsibility for supervising a school building in the district.
- C. The superintendent may delegate responsibilities to other school district personnel, but shall continue to be accountable for actions taken under such delegation.
- D. Where responsibilities are not specifically prescribed, nor school board policy applicable, the superintendent shall use personal and professional judgment, subject to review by the school board.
- E. **Inform and make available to all School Board members prospective or other legal suits filed by or against the School District; offers to purchase school property; and petitions received by the School District.**

**Legal References:** Minn. Stat. § 123B.143 (Superintendent)

**Cross References:** MSBA/MASA Model Policy 202 (School Board Officers)  
MSBA/MASA Model Policy 208 (Development, Adoption, and Implementation of Policies)  
MSBA/MASA Model Policy 214 (Out-of-State Travel by School Board Members)  
MSBA/MASA Model Policy 301 (School District Administration)  
MSBA/MASA Model Policy 303 (Superintendent Selection)  
MSBA/MASA Model Policy 304 (Superintendent Contract, Duties, and Evaluation)

MSBA/MASA Model Policy 305 (Policy Implementation)  
MSBA/MASA Model Policy 306 (Administrator Code of Ethics)  
MSBA/MASA Model Policy 412 (Expense Reimbursement)  
MSBA/MASA Model Policy 510 (School Activities)  
MSBA/MASA Model Policy 511 (Student Fundraising)  
MSBA/MASA Model Policy 513 (Student Promotion, Retention, and Program Design)  
MSBA/MASA Model Policy 602 (Organization of School Calendar and School Day)  
MSBA/MASA Model Policy 605 (Alternative Programs)  
MSBA/MASA Model Policy 701 (Establishment and Adoption of School District Budget)  
MSBA/MASA Model Policy 704 (Development and Maintenance of an Inventory of Fixed Assets and a Fixed Asset Accounting System)  
MSBA/MASA Model Policy 802 (Disposition of Obsolete Equipment and Material)  
MSBA/MASA Model Policy 903 (Visitors to School District Buildings and Sites)  
MSBA/MASA Model Policy 905 (Advertising)  
MSBA/MASA Model Policy 906 (Community Notification of Predatory Offenders)  
MSBA/MASA Model Policy 907 (Rewards)  
~~MSBA Service Manual, Chapter 3, Superintendent of Schools~~

Replaces: 2010, 2015, 2050, 2065  
First Reading: 12-20-16  
Second Reading: 01-17-17 ISD 709

**211 CRIMINAL OR CIVIL ACTION AGAINST SCHOOL DISTRICT, SCHOOL BOARD MEMBER, EMPLOYEE, OR STUDENT**

**I. PURPOSE**

The purpose of this policy is to provide guidance about the school district's position, rights, and responsibilities when a civil or criminal action is pending against the school district, or a school board member, school district employee, or student.

**II. GENERAL STATEMENT OF POLICY**

- A. The school district recognizes that, when civil or criminal actions are pending against a school board member, school district employee, or student, the school district may be requested or required to take action.
- B. In responding to such requests and/or requirements, the school district will take such measures as are appropriate to its primary mission of providing for the education of students in an environment that is safe for staff and students and is conducive to learning.
- C. The school district acknowledges its statutory obligations with respect to providing assistance to school board members and teachers who are sued in connection with performance of school district duties. Collective bargaining agreements and school district policies may also apply.

**III. CIVIL ACTIONS**

- A. Pursuant to Minnesota Statutes section 466.07, subdivision 1, the school district shall defend and indemnify any school board member or school district employee for damages in school-related litigation, including punitive damages, claimed or levied against the school board member or employee, provided that the school board member or employee was acting in the performance of the duties of the position and was not guilty of malfeasance, willful neglect of duty, or bad faith.
- B. Pursuant to Minnesota Statutes section 123B.25(b), with respect to teachers employed by the school district, upon written request of the teacher involved, the school district must provide legal counsel for any school teacher against whom a claim is made or action is brought for recovery of damages in any tort action involving physical injury to any person or property or for wrongful death arising out of or in connection with the employment of the teacher with the school district. The school district will choose legal counsel after consultation with the teacher.

C. Data Practices

Educational data and personnel data maintained by the school district may be sought as evidence in a civil proceeding. The school district will release the data only pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13 and to the Family Educational Rights and Privacy Act, 20 United States Code section 1232g, and related regulations. When an employee is subpoenaed and is expected to testify regarding educational data or personnel data, the employee will inform the building administrator or designated supervisor, who shall immediately inform the superintendent or designee. No school board member or employee may release data without consultation in advance with the school district official designated as the responsible authority for the collection, use, and dissemination of data.

D. Service of Subpoenas

School district officers and employees will normally not be involved in providing service of process for third parties in the school setting.

E. Leave to Testify

Leave for employees appearing in court, either when sued or under subpoena to testify, will be considered in accordance with school district personnel policies and applicable collective bargaining agreements.

**IV. CRIMINAL CHARGES OR CONDUCT**

A. Employees

1. The school district expects that its employees serve as positive role models for students. As role models for students, employees have a duty to conduct themselves in an exemplary manner.
2. If the school district receives information relating to activities of a criminal nature by an employee, the school district will investigate and take appropriate disciplinary action, which may include discharge, subject to school district policies, statutes, and provisions of applicable collective bargaining agreements.
3. Pursuant to Minnesota Statutes section 123B.02, subdivision 20, if reimbursement for a criminal defense is requested by a school district employee, the school board may, after consulting with its legal counsel, reimburse the employee for any costs and reasonable attorney fees incurred by the employee to defend criminal charges brought against the employee arising out of the performance of duties for the school district. The decision whether to reimburse shall be made in the school board's discretion. A school board member who is a witness or an alleged victim in the case may not vote on the reimbursement. If a quorum of the school board is disqualified from voting on the reimbursement, the reimbursement must be approved by a judge of the district court.

B. Students

The school district has an interest in maintaining a safe and healthful environment and in preventing disruption of the educational process. To promote that interest, the school district will take appropriate action regarding students convicted of crimes that relate to the school environment.

C. Criminal Investigations

1. The policy of the school district is to cooperate with law enforcement officials. The school district will make all efforts, however, to encourage law enforcement officials to question students and employees outside of school hours and off school premises unless extenuating circumstances exist, the matter being investigated is school-related, or as otherwise provided by law.
2. If questioning at school is unavoidable, the school district will attempt to maintain confidentiality to avoid embarrassment to students and employees and to avoid disruption of the educational program. The school district will attempt to notify parents of a student under age 18 that police will be questioning their child. Normally, the superintendent, principal, or other appropriate school official will be present during the interview, except as

otherwise required by law (Minnesota Statutes section 260E.22), or as otherwise determined in consultation with the parent or guardian.

**D. Data Practices**

The school district will release to juvenile justice and law enforcement authorities educational and personnel data only in accordance with Minnesota Statutes chapter 13 (Minnesota Government Data Practices Act) and 20 United States Code section 1232g (FERPA).

**V. STATEMENTS WHEN LITIGATION IS PENDING**

The school district recognizes that when a civil or criminal action is commenced or pending, parties to the lawsuit have particular duties in reference to persons involved or named in the lawsuit, as well as insurance carrier(s). Therefore, school board members or school district employees shall make or release statements in that situation only in consultation with legal counsel.

**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)  
Minn. Stat. § 123B.02, Subd. 20 (Legal Counsel; Reimbursement)  
Minn. Stat. § 123B.25(b) (Legal Actions Against Districts and Teachers)  
Minn. Stat. § 260E.22 (Interviews)  
Minn. Stat. § 466.07, Subd. 1 (Indemnification)  
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)  
42 U.S.C. § 1983 (Civil Action for Deprivation of Rights)  
Minn. Op. Atty. Gen. 169 (Mar. 7, 1963)  
Minn. Op. Atty. Gen. 169 (Nov. 3, 1943)  
*Dyppress v. School Committee of Boston*, 446 N.E.2d 1099 (Mass. App. Ct. 1983)  
*Wood v. Strickland*, 420 U.S. 308(1975)

**Cross References:** MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)  
MSBA/MASA Model Policy 408 (Subpoena of a School District Employee)  
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)  
MSBA/MASA Model Policy 506 (Student Discipline)  
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)  
MSBA/MASA Model Policy 519 (Interviews of Students by Outside Agencies)

First Reading: 05.07.2024  
Second Reading: 06.13.2024  
Adopted: 06.18.2024  
Reviewed: 04.21.2026

**211 CRIMINAL OR CIVIL ACTION AGAINST SCHOOL DISTRICT, SCHOOL BOARD MEMBER, EMPLOYEE, OR STUDENT**

**I. PURPOSE**

The purpose of this policy is to provide guidance about the school district's position, rights, and responsibilities when a civil or criminal action is pending against the school district, or a school board member, school district employee, or student.

**II. GENERAL STATEMENT OF POLICY**

- A. The school district recognizes that, when civil or criminal actions are pending against a school board member, school district employee, or student, the school district may be requested or required to take action.
- B. In responding to such requests and/or requirements, the school district will take such measures as are appropriate to its primary mission of providing for the education of students in an environment that is safe for staff and students and is conducive to learning.
- C. The school district acknowledges its statutory obligations with respect to providing assistance to school board members and teachers who are sued in connection with performance of school district duties. Collective bargaining agreements and school district policies may also apply.

**III. CIVIL ACTIONS**

- A. Pursuant to Minnesota Statutes section 466.07, subdivision 1, the school district shall defend and indemnify any school board member or school district employee for damages in school-related litigation, including punitive damages, claimed or levied against the school board member or employee, provided that the school board member or employee was acting in the performance of the duties of the position and was not guilty of malfeasance, willful neglect of duty, or bad faith.
- B. Pursuant to Minnesota Statutes section 123B.25(b), with respect to teachers employed by the school district, upon written request of the teacher involved, the school district must provide legal counsel for any school teacher against whom a claim is made or action is brought for recovery of damages in any tort action involving physical injury to any person or property or for wrongful death arising out of or in connection with the employment of the teacher with the school district. The school district will choose legal counsel after consultation with the teacher.

C. Data Practices

Educational data and personnel data maintained by the school district may be sought as evidence in a civil proceeding. The school district will release the data only pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13 and to the Family Educational Rights and Privacy Act, 20 United States Code section 1232g, and related regulations. When an employee is subpoenaed and is expected to testify regarding educational data or personnel data, the employee will inform the building administrator or designated supervisor, who shall immediately inform the superintendent or designee. No school board member or employee may release data without consultation in advance with the school district official designated as the responsible authority for the collection, use, and dissemination of data.

D. Service of Subpoenas

School district officers and employees will normally not be involved in providing service of process for third parties in the school setting.

E. Leave to Testify

Leave for employees appearing in court, either when sued or under subpoena to testify, will be considered in accordance with school district personnel policies and applicable collective bargaining agreements.

**IV. CRIMINAL CHARGES OR CONDUCT**

A. Employees

1. The school district expects that its employees serve as positive role models for students. As role models for students, employees have a duty to conduct themselves in an exemplary manner.
2. If the school district receives information relating to activities of a criminal nature by an employee, the school district will investigate and take appropriate disciplinary action, which may include discharge, subject to school district policies, statutes, and provisions of applicable collective bargaining agreements.
3. Pursuant to Minnesota Statutes section 123B.02, subdivision 20, if reimbursement for a criminal defense is requested by a school district employee, the school board may, after consulting with its legal counsel, reimburse the employee for any costs and reasonable attorney fees incurred by the employee to defend criminal charges brought against the employee arising out of the performance of duties for the school district. The decision whether to reimburse shall be made in the school board's discretion. A school board member who is a witness or an alleged victim in the case may not vote on the reimbursement. If a quorum of the school board is disqualified from voting on the reimbursement, the reimbursement must be approved by a judge of the district court.

B. Students

The school district has an interest in maintaining a safe and healthful environment and in preventing disruption of the educational process. To promote that interest, the school district will take appropriate action regarding students convicted of crimes that relate to the school environment.

C. Criminal Investigations

1. The policy of the school district is to cooperate with law enforcement officials. The school district will make all efforts, however, to encourage law enforcement officials to question students and employees outside of school hours and off school premises unless extenuating circumstances exist, the matter being investigated is school-related, or as otherwise provided by law.
2. If questioning at school is unavoidable, the school district will attempt to maintain confidentiality to avoid embarrassment to students and employees and to avoid disruption of the educational program. The school district will attempt to notify parents of a student under age 18 that police will be questioning their child. Normally, the superintendent, principal, or other appropriate school official will be present during the interview, except as

otherwise required by law (Minnesota Statutes section 260E.22), or as otherwise determined in consultation with the parent or guardian.

**D. Data Practices**

The school district will release to juvenile justice and law enforcement authorities educational and personnel data only in accordance with Minnesota Statutes chapter 13 (Minnesota Government Data Practices Act) and 20 United States Code section 1232g (FERPA).

**V. STATEMENTS WHEN LITIGATION IS PENDING**

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**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)  
Minn. Stat. § 123B.02, Subd. 20 (Legal Counsel; Reimbursement)  
Minn. Stat. § 123B.25(b) (Legal Actions Against Districts and Teachers)  
Minn. Stat. § 260E.22 (Interviews)  
Minn. Stat. § 466.07, Subd. 1 (Indemnification)  
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)  
42 U.S.C. § 1983 (Civil Action for Deprivation of Rights)  
Minn. Op. Atty. Gen. 169 (Mar. 7, 1963)  
Minn. Op. Atty. Gen. 169 (Nov. 3, 1943)  
*Dyppress v. School Committee of Boston*, 446 N.E.2d 1099 (Mass. App. Ct. 1983)  
*Wood v. Strickland*, 420 U.S. 308(1975)

**Cross References:** MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)  
MSBA/MASA Model Policy 408 (Subpoena of a School District Employee)  
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)  
MSBA/MASA Model Policy 506 (Student Discipline)  
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)  
**MSBA/MASA Model Policy 519 (Interviews of Students by Outside Agencies)**

First Reading: 05.07.2024  
Second Reading: 06.13.2024  
Adopted: 06.18.2024

## **401 EQUAL EMPLOYMENT OPPORTUNITY**

### **I. PURPOSE**

The purpose of this policy is to provide equal employment opportunity for all applicants for school district employment and school district employees.

### **II. GENERAL STATEMENT OF POLICY**

- A. The policy of the school district is to provide equal employment and promotional opportunities for all applicants and employees. The school district does not unlawfully discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, including gender identity or expression, age, family care leave status, or veteran status. The school district also makes reasonable accommodations for employee with a disability.

The School District, in accordance with all applicable federal, state, and local anti-discrimination laws, including Chapter 363A of Minnesota Statutes, will use approved traditional and non-traditional methods to recruit, employ, train, assign, transfer, retain, and to promote equity in employment of women, people of color and other legally protected characteristics.

- B. The school district prohibits the harassment of any individual for any of the categories listed above. For information about the types of conduct that constitute impermissible harassment and the school district's internal procedures for addressing complaints of harassment, please refer to the school district's policy on harassment and violence.
- C. This policy applies to all areas of employment including hiring, discharge, promotion, compensation, facilities, or privileges of employment.
- D. Every school district employee shall be responsible for following this policy.
- E. *Refer to District [Policy 103 Complaints – Students, Employees, Parents, Other Persons](#) for complaint and grievance procedures.*
- F. Any person having a question regarding this policy should discuss it with the Director of Human Resources, the Title IX Coordinator or the Section 504 Coordinator.

*Title IX Coordinator:  
Anthony Bonds, Assistant Superintendent  
ISD 709  
District Services Center  
709 Portia Johnson Dr.  
Duluth, MN 55811  
218-336-8739  
[anthony.bonds@isd709.org](mailto:anthony.bonds@isd709.org)*

Section 504 Coordinator:  
Anthony Bonds, Assistant Superintendent  
ISD 709  
District Services Center  
709 Portia Johnson Dr.  
Duluth, MN 55811  
218-336-8739  
[anthony.bonds@isd709.org](mailto:anthony.bonds@isd709.org)

Claims of discrimination may also be pursued through the following agencies where appropriate:

U.S. Department of Education  
Office for Civil Rights, Region V  
500 W. Madison Street – Suite 1475  
Chicago, IL 60661  
Tel: 312-730-1560  
TDD: 312-730-1609

MN Department of Human Rights  
540 Fairview Ave N, Ste. 201  
St. Paul, MN 55104  
800.657.3704  
651.296.5663  
TDD 651.296.1283

**Legal References:** Minn. Stat. Ch. 363A (Minnesota Human Rights Act)  
29 U.S.C. § 621 *et seq.* (Age Discrimination in Employment Act)  
29 U.S.C. § 2615 (Family and Medical Leave Act)  
38 U.S.C. § 4211 *et seq.* (Employment and Training of Veterans)  
38 U.S.C. § 4301 *et seq.* (Employment and Reemployment Rights of Members of the Uniformed Services)  
42 U.S.C. § 2000e *et seq.* (Title VII of the Civil Rights Act)  
42 U.S.C. § 12101 *et seq.* (Equal Opportunity for Individuals with Disabilities)

**Cross References:** MSBA/MASA Model Policy 402 (Disability Nondiscrimination)  
MSBA/MASA Model Policy 405 (Veteran’s Preference)  
MSBA/MASA Model Policy 413 (Harassment and Violence)

Replacing: Policy 4010  
First Reading: 10-16-2018  
Second Reading: 11-20-2018  
Adopted: 11-20-2018  
First Reading: 07-16-2019  
Second Reading: 08-20-2019  
Reviewed: 08-20-2024  
Reviewed: 04-21-2026

## 401 EQUAL EMPLOYMENT OPPORTUNITY

### I. PURPOSE

The purpose of this policy is to provide equal employment opportunity for all applicants for school district employment and school district employees.

### II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to provide equal employment and promotional opportunities for all applicants and employees. The school district does not unlawfully discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, including gender identity or expression, age, family care leave status, or veteran status. The school district also makes reasonable accommodations for employee with a disability.

**[NOTE: The Minnesota Human Rights Act defines states, "Sexual orientation" means to whom someone is, or is to include "having or being perceived as being, emotionally, physically, or sexually attracted to based on sex or gender identity. A person may be attracted to men, women, both, neither, or to people who are genderqueer, androgynous, or have other gender identities. having a self image or identity not traditionally associated with one's biological maleness or femaleness." Minnesota Statutes, section 363A.03, subdivision 44.]**

The School District, in accordance with all applicable federal, state, and local anti-discrimination laws, including Chapter 363A of Minnesota Statutes, will use approved traditional and non-traditional methods to recruit, employ, train, assign, transfer, retain, and to promote equity in employment of women, people of color and other legally protected characteristics.

- B. The school district prohibits the harassment of any individual for any of the categories listed above. For information about the types of conduct that constitute impermissible harassment and the school district's internal procedures for addressing complaints of harassment, please refer to the school district's policy on harassment and violence.
- C. This policy applies to all areas of employment including hiring, discharge, promotion, compensation, facilities, or privileges of employment.
- D. Every school district employee shall be responsible for following this policy.
- E. [Refer to District Policy 103 Complaints – Students, Employees, Parents, Other Persons](#) for complaint and grievance procedures.
- F. Any person having a question regarding this policy should discuss it with the **Executive** Director of Human Resources **and Operations**, the Title IX Coordinator or the Section 504 Coordinator.

*Title IX Coordinator:  
Anthony Bonds, Assistant Superintendent*

ISD 709  
District Services Center  
709 Portia Johnson Dr.  
Duluth, MN 55811  
218-336-8739  
[anthony.bonds@isd709.org](mailto:anthony.bonds@isd709.org)

Section 504 Coordinator:  
Anthony Bonds, Assistant Superintendent  
ISD 709  
District Services Center  
709 Portia Johnson Dr.  
Duluth, MN 55811  
218-336-8739  
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Claims of discrimination may also be pursued through the following agencies where appropriate:

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800.657.3704  
651.296.5663  
TDD 651.296.1283

**Legal References:** Minn. Stat. Ch. 363A (Minnesota Human Rights Act)  
29 U.S.C. § 621 *et seq.* (Age Discrimination in Employment Act)  
29 U.S.C. § 2615 (Family and Medical Leave Act)  
38 U.S.C. § 4211 *et seq.* (Employment and Training of Veterans)  
38 U.S.C. § 4301 *et seq.* (Employment and Reemployment Rights of Members of the Uniformed Services)  
42 U.S.C. § 2000e *et seq.* (Title VII of the Civil Rights Act)  
42 U.S.C. § 12101 *et seq.* (Equal Opportunity for Individuals with Disabilities)

**Cross References:** MSBA/MASA Model Policy 402 (Disability Nondiscrimination)  
MSBA/MASA Model Policy 405 (Veteran's Preference)  
MSBA/MASA Model Policy 413 (Harassment and Violence)

Replacing: Policy 4010

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First Reading:	10-16-2018
Second Reading:	11-20-2018
Adopted:	11-20-2018
First Reading:	07-16-2019
Second Reading:	08-20-2019
Reviewed:	08-20-2024

## **420 COMMUNICABLE DISEASES AND INFECTIOUS CONDITIONS**

### **I. PURPOSE**

To ensure the health and safety of all students, staff, and contractors within our school district, the school board is committed to implementing measures that prevent the spread of serious communicable and infectious diseases. This policy aims to balance the need to protect public health with the rights of all individuals, including those who may be infected. By adopting these measures, we can create a safe and welcoming learning environment for everyone.

### **II. GENERAL STATEMENT OF POLICY**

#### **A. Students**

The policy of the school board is that students with communicable diseases not be excluded from attending school in their usual daily attendance setting so long as their health permits and their attendance does not create a significant risk of the transmission of illness to students or employees of the school district. A procedure for minimizing interruptions to learning resulting from communicable diseases will be established by the school district in its IEP and Section 504 team process, if applicable, and in consultation with community health and private health care providers. Procedures for the inclusion of students with communicable diseases will include any applicable educational team planning processes, including the review of the educational implications for the student and others with whom the student comes into contact.

#### **B. Employees**

The policy of the school board is that employees with communicable diseases not be excluded from attending to their customary employment so long as they are physically, mentally, and emotionally able to safely perform tasks assigned to them and so long as their employment does not create a significant risk of the transmission of illness to students, employees, or others in the school district. If a reasonable accommodation will eliminate the significant risk of transmission, such accommodation will be undertaken unless it poses an undue hardship to the school district.

#### **C. Circumstances and Conditions**

1. Determinations of whether a contagious individual's school attendance or job performance creates a significant risk of the transmission of the illness to students or employees of the school district will be made on a case by case basis. Such decisions will be based upon the nature of the risk (how it is transmitted), the duration of the risk (how long the carrier is infectious), the severity of the risk (what is the potential harm to third parties), and the probabilities the disease will be transmitted and will cause varying degrees of harm. When a student is disabled, such a determination will be made in consultation with the educational planning team.
2. The school board recognizes that some students and some employees, because of special circumstances and conditions, may pose greater risks for the transmission of infectious conditions than other persons infected with the same illness. Examples include students who display biting behavior, students or employees who are unable to control their bodily fluids, who have oozing skin lesions, or who have severe disorders which result in spontaneous external bleeding. These conditions need to be taken into account and considered in assessing the risk of transmission of the disease and the resulting effect upon the educational program of the student or employment of the employee by consulting with the Commissioner of Health, the physician of the student or employee, and the parent(s)/guardian(s) of the student.

D. Students with Special Circumstances and Conditions

The school licensed nurse, along with the infected individual's physician, the infected individual or parent(s)/guardian(s), and others, if appropriate, will weigh risks and benefits to the student and to others, consider the least restrictive appropriate educational placement, and arrange for periodic reevaluation as deemed necessary by the state epidemiologist. The risks to the student shall be determined by the student's physician.

E. Extracurricular Student Participation

Student participation in nonacademic, extracurricular, and non-educational programs of the school district are subject to a requirement of equal access and comparable services.

F. Precautions

The school district will develop routine procedures for infection control at school and for educating employees about these procedures. The procedures shall be developed through cooperation with health professionals taking into consideration any guidelines of the Minnesota Department of Education and the Minnesota Department of Health. (These precautionary procedures shall be consistent with the school district's procedures regarding blood-borne pathogens developed pursuant to the school district's employee right to know policy.)

G. Information Sharing

1. Employee and student health information shall be shared within the school district only with those whose jobs require such information and with those who have a legitimate educational interest (including health and safety) in such information and shall be shared only to the extent required to accomplish legitimate educational goals and to comply with employees' right to know requirements.
2. Employee and student health data shall be shared outside the school district only in accordance with state and federal law and with the school district's policies on employee and student records and data.

H. Reporting

If a medical condition of student or staff threatens public health, it must be reported to the Minnesota Commissioner of Health.

I. Prevention

The school district shall, with the assistance of the Commissioners of Health and Education, implement a program to prevent and reduce the risk of sexually transmitted diseases in accordance with Minnesota Statutes section 121A.23 that includes:

1. planning materials, guidelines, and other technically accurate and updated information;
2. a comprehensive, developmentally appropriate, technically accurate, and updated curriculum that includes helping students to abstain from sexual activity until marriage;
3. cooperation and coordination among school districts and Service Cooperatives;

4. a targeting of adolescents, especially those who may be at high risk of contracting sexually transmitted diseases and infections, for prevention efforts;
5. involvement of parents and other community members;
6. in-service training for district staff and school board members;
7. collaboration with state agencies and organizations having a sexually transmitted infection and disease prevention or sexually transmitted infection and disease risk reduction program;
8. collaboration with local community health services, agencies and organizations having a sexually transmitted infection and disease risk reduction program; and
9. participation by state and local student organizations.
10. The program must be consistent with the health and wellness curriculum.
11. The school district may accept funds for sexually transmitted infection and disease prevention programs developed and implemented under this section from public and private sources, including public health funds and foundations, department professional development funds, federal block grants, or other federal or state grants.

J. Vaccination and Screening

The school district will develop procedures regarding the administration of Hepatitis B vaccinations and Tuberculosis screenings in keeping with current state and federal law. The procedures shall provide that the Hepatitis B vaccination series be offered to all who have occupational exposure at no cost to the employee.

**Legal References:** Minn. Stat. § 121A.23 (Programs to Prevent and Reduce the Risks of Sexually Transmitted Infections and Diseases)  
Minn. Stat. § 144.441 (Tuberculosis Screening in Schools)  
Minn. Stat. § 144.442 (Testing in School Clinics)  
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)  
20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Act)  
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)  
42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)  
29 C.F.R. 1910.1030 (Bloodborne Pathogens)  
*Kohl by Kohl v. Woodhaven Learning Center*, 865 F.2d 930 (8<sup>th</sup> Cir.), *cert. denied*, 493 U.S. 892 (1989)  
*School Board of Nassau County, Fla. v. Arline*, 480 U.S. 273 (1987)  
16 EHLR 712, OCR Staff Memo, April 5, 1990

**Cross References:** MSBA/MASA Model Policy 402 (Disability Nondiscrimination)  
MSBA/MASA Model Policy 407 (Employee Right to Know – Exposure to Hazardous Substances)  
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)

**Resources:** Minnesota Department of Health, Persons Required to Report Disease (accessed 12/23/25)

Replacing: Policies 4055, 4065 & 5130  
First Reading: 08.20.2024  
Second Reading: 09.05.2024  
Adopted: 09.17.2024  
Reviewed: 04.21.2026

## **420 COMMUNICABLE DISEASES AND INFECTIOUS CONDITIONS**

### **I. PURPOSE**

To ensure the health and safety of all students, staff, and contractors within our school district, the school board is committed to implementing measures that prevent the spread of serious communicable and infectious diseases. This policy aims to balance the need to protect public health with the rights of all individuals, including those who may be infected. By adopting these measures, we can create a safe and welcoming learning environment for everyone.

### **II. GENERAL STATEMENT OF POLICY**

#### **A. Students**

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#### **C. Circumstances and Conditions**

1. Determinations of whether a contagious individual's school attendance or job performance creates a significant risk of the transmission of the illness to students or employees of the school district will be made on a case by case basis. Such decisions will be based upon the nature of the risk (how it is transmitted), the duration of the risk (how long the carrier is infectious), the severity of the risk (what is the potential harm to third parties), and the probabilities the disease will be transmitted and will cause varying degrees of harm. When a student is disabled, such a determination will be made in consultation with the educational planning team.
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E. Extracurricular Student Participation

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F. Precautions

The school district will develop routine procedures for infection control at school and for educating employees about these procedures. The procedures shall be developed through cooperation with health professionals taking into consideration any guidelines of the Minnesota Department of Education and the Minnesota Department of Health. (These precautionary procedures shall be consistent with the school district's procedures regarding blood-borne pathogens developed pursuant to the school district's employee right to know policy.)

G. Information Sharing

1. Employee and student health information shall be shared within the school district only with those whose jobs require such information and with those who have a legitimate educational interest (including health and safety) in such information and shall be shared only to the extent required to accomplish legitimate educational goals and to comply with employees' right to know requirements.
2. Employee and student health data shall be shared outside the school district only in accordance with state and federal law and with the school district's policies on employee and student records and data.

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3. cooperation and coordination among school districts and Service Cooperatives;

4. a targeting of adolescents, especially those who may be at high risk of contracting sexually transmitted diseases and infections, for prevention efforts;
5. involvement of parents and other community members;
6. in-service training for district staff and school board members;
7. collaboration with state agencies and organizations having a sexually transmitted infection and disease prevention or sexually transmitted infection and disease risk reduction program;
8. collaboration with local community health services, agencies and organizations having a sexually transmitted infection and disease risk reduction program; and
9. participation by state and local student organizations.
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11. The school district may accept funds for sexually transmitted infection and disease prevention programs developed and implemented under this section from public and private sources, including public health funds and foundations, department professional development funds, federal block grants, or other federal or state grants.

J. Vaccination and Screening

The school district will develop procedures regarding the administration of Hepatitis B vaccinations and Tuberculosis screenings in keeping with current state and federal law. The procedures shall provide that the Hepatitis B vaccination series be offered to all who have occupational exposure at no cost to the employee.

**Legal References:** Minn. Stat. § 121A.23 (Programs to Prevent and Reduce the Risks of Sexually Transmitted Infections and Diseases)  
Minn. Stat. § 144.441 (Tuberculosis Screening in Schools)  
Minn. Stat. § 144.442 (Testing in School Clinics)  
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)  
20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Act)  
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)  
42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)  
29 C.F.R. 1910.1030 (Bloodborne Pathogens)  
*Kohl by Kohl v. Woodhaven Learning Center*, 865 F.2d 930 (8<sup>th</sup> Cir.), *cert. denied*, 493 U.S. 892 (1989)  
*School Board of Nassau County, Fla. v. Arline*, 480 U.S. 273 (1987)  
16 EHLR 712, OCR Staff Memo, April 5, 1990

**Cross References:** MSBA/MASA Model Policy 402 (Disability Nondiscrimination)  
MSBA/MASA Model Policy 407 (Employee Right to Know – Exposure to Hazardous Substances)  
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)

**Resources:** [Minnesota Department of Health, Persons Required to Report Disease \(accessed 12/23/25\)](#)

Replacing: Policies 4055, 4065 & 5130  
First Reading: 08.20.2024  
Second Reading: 09.05.2024  
Adopted: 09.17.2024

## **604 INSTRUCTIONAL CURRICULUM**

### **I. PURPOSE**

The purpose of this policy is to provide for the development of course offerings for students.

### **II. GENERAL STATEMENT OF POLICY**

- A. Instruction must be provided in at least the following subject areas:
  - 1. basic communication skills including reading and writing, literature, and fine arts;
  - 2. mathematics and science;
  - 3. social studies, including history, geography, economics, government, and citizenship;
  - 4. health and physical education;
  - 5. the arts;
  - 6. career and technical education; and
  - 7. world languages.
- B. The basic instructional program shall include all courses required for each grade level by the Minnesota Department of Education (MDE) and courses required in all elective subject areas. The instructional approach will be nonsexist and multicultural.
- C. Public elementary and middle schools must offer at least three and require at least two, of the following five art areas: dance, media arts, music, theater, and visual arts. High schools shall offer at least three, and require at least one, of the following five arts areas: dance, media arts, music, theater, and visual arts.
- D. The school district must establish and regularly review its own standards for career and technical education (CTE) programs. Standards must align with CTE frameworks developed by the Department of Education, standards developed by national CTE organizations, or recognized industry standards.
- E. The school board, at its discretion, may offer additional courses in the instructional program at any grade level.
- F. Each instructional program shall be planned for optimal benefit taking into consideration the financial condition of the school district and other relevant factors. Each program plan should contain goals and objectives, materials, minimum student competency levels, and methods for student evaluation.
- G. The superintendent shall have discretionary authority to develop guidelines and directives to implement school board policy relating to instructional curriculum.
- H. The school district may not discriminate against or discipline a teacher or principal on the basis of incorporating into curriculum contributions of persons in a federally protected class or state protected class when the included contribution is in alignment with standards and benchmarks adopted under Minnesota Statutes, sections 120B.021 and 120B.023.

### **III. REQUIRED ACADEMIC STANDARDS**

- A. The following subject areas are required for statewide accountability:
1. language arts;
  2. mathematics, encompassing algebra II, integrated mathematics III, or an equivalent in high school, and to be prepared for the three credits of mathematics in grades 9 through 12, the grade 8 standards include the completion of algebra;
  3. science, including earth and space science, life science, and the physical sciences, including chemistry and physics;
  4. social studies, including history, geography, economics, and government and citizenship that includes civics;
  5. physical education;
  6. health, for which locally developed academic standards apply; and
  7. the arts.
- B. Elementary and middle schools must offer at least three and require at least two of the following five arts areas: dance, media arts, music, theater, and visual arts. High schools must offer at least three and require at least one of the following five arts areas: media arts, dance, music, theater, and visual arts.

### **IV. PARENTAL CURRICULUM REVIEW**

The school district shall have a procedure for a parent, guardian, or an adult student, 18 years of age or older, to review the content of the instructional materials to be provided to a minor child or to an adult student and, if the parent, guardian, or adult student objects to the content, to make reasonable arrangements with school personnel for alternative instruction. Alternative instruction may be provided by the parent, guardian, or adult student if the alternative instruction, if any, offered by the school board does not meet the concerns of the parent, guardian, or adult student. The school board is not required to pay for the costs of alternative instruction provided by a parent, guardian, or adult student. School personnel may not impose an academic or other penalty upon a student merely for arranging alternative instruction under this section. School personnel may evaluate and assess the quality of the student's work.

### **V. CPR AND AED INSTRUCTION**

The school district will provide onetime cardiopulmonary resuscitation (CPR) and automatic external defibrillator (AED) instruction as part of its grade 7 to 12 curriculum.

- A. In the school district's discretion, training and instruction may result in CPR certification.
- B. CPR and AED instruction must include CPR and AED training that have been developed:
1. by the American Heart Association or the American Red Cross and incorporate psychomotor skills to support the instruction; or

2. using nationally recognized, evidence-based guidelines for CPR and incorporate psychomotor skills to support the instruction. "Psychomotor skills" means hands-on practice to support cognitive learning; it does not mean cognitive-only instruction and training.
- C. The school district may use community members such as emergency medical technicians, paramedics, police officers, firefighters, and representatives of the Minnesota Resuscitation Consortium, the American Heart Association, or the American Red Cross, among others, to provide instruction and training.
  - D. A school administrator may waive this curriculum requirement for a high school transfer student regardless of whether or not the student previously received instruction under this section, an enrolled student absent on the day the instruction occurred under this section, or an eligible student who has a disability.

## **VI. COLLEGE AND CAREER PLANNING**

- A. The school district shall assist all students by no later than grade 9 to explore their educational college and career interests, aptitudes, and aspirations and develop a plan for a smooth and successful transition to postsecondary education or employment. All students' plans must:
  1. provide a comprehensive plan to prepare for and complete career and college-ready curriculum by meeting state and local academic standards and developing career and employment-related skills such as teamwork, collaboration, creativity, communication, critical thinking, and good work habits;
  2. emphasize academic rigor and high expectations and inform the student, and the student's parent or guardian if the student is a minor, of the student's achievement level score on the Minnesota Comprehensive Assessments that are administered during high school;
  3. help students identify interests, aptitudes, aspirations, and personal learning styles that may affect their career and college-ready goals and postsecondary education and employment choices;
  4. set appropriate career and college-ready goals with timelines that identify effective means for achieving those goals;
  5. help students access education and career options;
  6. integrate strong academic content into career-focused courses and applied and experiential learning opportunities and integrate relevant career-focused courses and applied and experiential learning opportunities into strong academic content;
  7. help identify and access appropriate counseling and other supports and assistance that enable students to complete required coursework, prepare for postsecondary education and careers, and obtain information about postsecondary education costs and eligibility for financial aid and scholarship;
  8. help identify collaborative partnerships among pre-kindergarten through grade 12 schools, postsecondary institutions, economic development agencies, and local and regional employers that support students' transitions to postsecondary education and employment and provide students with applied and experiential learning opportunities; and

9. be reviewed and revised at least annually by the student, the student’s parent or guardian, and the school district to ensure that the student’s course-taking schedule keeps the student on track for graduation, making adequate progress to meet state and local academic standards and high school graduation requirements and with a reasonable chance to succeed with employment or postsecondary education without the need to first complete remedial course work.
- B. The school district may develop grade-level curricula or provide instruction that introduces students to various careers, but must not require any curriculum, instruction, or employment-related activity that obligates an elementary or secondary student to involuntarily select or pursue a career, career interest, employment goals, or related job training.
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  - D. When assisting students in developing a plan for a smooth and successful transition to postsecondary education and employment, school districts must recognize the unique possibilities of each student and ensure that the contents of each student’s plan reflect the student’s unique talents, skills, and abilities as the student grows, develops, and learns.
  - E. If a student with a disability has an Individualized Education Program (IEP) or standardized written plan that meets the plan components herein, the IEP satisfies the requirement, and no additional transition plan is needed.
  - F. Students who do not meet or exceed the Minnesota Academic Standards, as measured by the Minnesota Comprehensive Assessments that are administered during high school, shall be informed that admission to a public school is free and available to any resident under 21 years of age or who meets the requirements of the compulsory attendance law. A student’s plan under this provision shall continue while a student is enrolled.

**Legal References:** Minn. Stat. § 120A.22 (Compulsory Instruction)  
Minn. Stat. § 120B.20 (Parental Curriculum Review)  
Minn. Stat. § 120B.021 (Required Academic Standards)  
Minn. Stat. § 120B.022 (Elective Standards)  
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Minn. Stat. § 120B.101 (Curriculum)  
Minn. Stat. § 120B.125 (Planning for Students’ Successful Transition to Postsecondary Education and Employment; Personal Learning Plans)  
Minn. Stat. § 120B.234 (Child Sexual Abuse Prevention Education)  
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Mahmoud v. Taylor, 606 U.S. (2025)

**Cross References:** MSBA/MASA Model Policy 603 (Curriculum Development)  
MSBA/MASA Model Policy 605 (Alternative Programs)

Replacing: Policies 6041, 6125, & 6130  
First Reading: 02.29.2024  
Second Reading: 03.19.2024  
Adopted: 03.19.2024

Reviewed: 08.20.2024

Reviewed: 04.21.2026

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**Cross References:** MSBA/MASA Model Policy 603 (Curriculum Development)  
MSBA/MASA Model Policy 605 (Alternative Programs)

Replacing: Policies 6041, 6125, & 6130  
First Reading: 02.29.2024  
Second Reading: 03.19.2024  
Adopted: 03.19.2024

604 - 4 of 4

Reviewed:

08.20.2024

**Monthly Committee of the Whole Board Meeting**

Duluth Public Schools, ISD 709

Agenda

Tuesday, April 7, 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. Chronic Absenteeism

2

b. Duluth Head Start

13

c. Graduation Rates

72

3) Improving Systems

a. Child Nutrition Supper Meal Audit

85

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

C. Budget Update

1) 2026-27 Preliminary Budget

104

D. Other

**4. ADJOURN**

## COW Agenda Cover Sheet

**Meeting Date: 04/07/2026**

**Topic: Chronic Absenteeism**

**Presenter(s): Elijah R.-Denfeld 11th grade, Emma N.-Denfeld 11th grade, Tammia B. - Denfeld 11th grade, Adrianna P.-Denfeld 10th grade, Kalista D.- Denfeld 12th grade.**

**Staff Supporters: Annie Parish, Camryn Joki**

**Attachment:**

**<https://docs.google.com/presentation/d/1NztVunh63xRyMIEqIrKQKf6WJhHM6aouUpmiSVBalaE/edit?usp=sharing>**

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

**Our team plans to create a mentorship program with a personalized approach to students' unique attendance barriers. Students who are deemed eligible will take an intake survey to determine their struggles with absenteeism and find the mentor that they will most easily be able to connect with. Upon being matched, a mentor will utilize developmental assets and behavioral assets to establish a relationship. Mentors will then work with students to set goals based on their strengths and remove obstacles that hinder their ability to be present.**

**This Requires School Board Approval : No**

# **DASH to Success**

Personalized Mentorship to Address Chronic Absenteeism

Denfeld After School Happenings (DASH), a program of Duluth Community School Collaborative, provides opportunities for students to collaborate with community partners to build programming that supports student attendance and enhances academic success.

Using a social emotional lens, DASH continuously incorporates quantitative and qualitative feedback from community partners. A youth leadership team, the DASHboard empowers students to think critically, gain leadership skills and develop and implement research-based programming for student success.

## 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.

Roughly one in three  
Denfeld students are  
chronically absent.



## What is Our Program Idea?

To empower students to increase their attendance through connections that lead them to feel a sense of belonging at school. We plan to implement this strategy by starting mentor relationships for students in need to personalize their needs and goals while fostering youth-adult connections in schools.

We hope to seek mentor volunteers through already established community partnerships with Mentor North, local colleges and universities.

## Why is this important?

- Loneliness is a determining factor in a students attendance.
- Not every students reasons for absenteeism is the same.
- Our school particularly suffers with chronic attendance issues.
- We find that students are in need of inclusion in their school communities.
- Young people are not the future, young people are right now.

## What do we Hope to Achieve?

- Students feeling a sense of importance and belonging in their school communities.
- Improve attendance and academics.
- Build youth-adult relationships.
- Improving students developmental and behavioral assets.

## How Will We Know it is Working?

- Our team will gather quarterly intake surveys to track students overall satisfaction with their attendance and our program.
- More quantifiably our attendance coordinator will monitor students attendance numbers (Tardies, Absences).
- Their grades will also be monitored.
- We will also ask the teachers evaluate students classroom participation.

## Sources

- Brooks, A. C. (2026, January 22). How to help kids like school better. The Atlantic.
- Minnesota Report Card, [rc.education.mn.gov/#mySchool/p--3](https://rc.education.mn.gov/#mySchool/p--3). Accessed 30 Mar. 2026.
- Richmond, E. (2013, December 2). What does it take to get kids to stop skipping school? The Atlantic.



## Questions?

---

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

## **COW Agenda Cover Sheet**

**Meeting Date: Tuesday, April 7, 2026**

**Topic: Duluth Preschool data, Duluth Preschool/Head Start self assessment, update on the Federal Head Start NOFO and FY27 transportation waiver**

**Presenter(s): Barbara Eckberg**

**Attachment: Duluth Preschool ppt data, FY27 transportation waiver, Duluth Preschool/Head Start Self Assessment**

**Brief Summary of Presentation or Topic (no more than a few sentences): The Duluth Preschool Coordinator Team has submitted the data to complete the most recent student data, program data in support of the program goals. The presentation will give an overview of the data informing the program self assessment, support of program goals, steps to support and increase staff capacity,**

**This Requires School Board Approval : Duluth Preschool/Head Start Self Assessment and FY27 Duluth Preschool/Head Start Transportation Waiver**

# **Committee of the Whole**

April 2026

## **Duluth Preschool 2025-26**

## 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.

# Successes and Changes

- Policy Council
  - Student Growth and Development
  - Coordinator Team
  - P-3 Initiative
  - Community Education
  - Retaining 150 State Funded seats through School Readiness and Voluntary PreK
- 
- Government Shutdown impacting (NOFO) Notice of Funding Opportunity Grant Timeline: 2025-2026 funding extension to August 1, 2026
  - Retirement/Staffing

# Recruitment and Enrollment

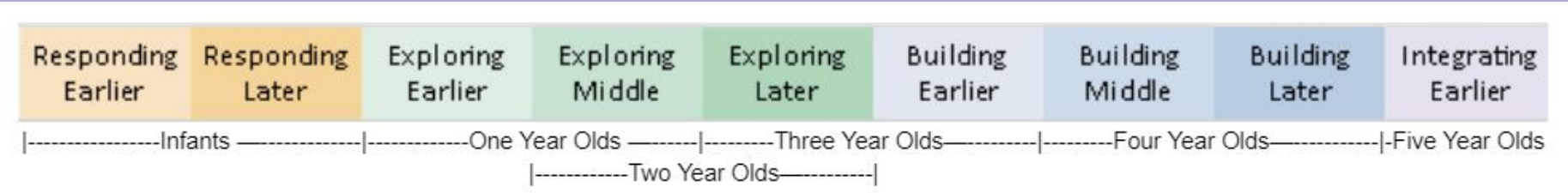
- Head Start Performance standard to maintain 97% enrollment [1302.15](#) for no less than 3 consecutive months
- Poverty guidelines released January 17, 2026 [2026 Federal Poverty Guidelines](#)
- Community recruitment flyers and contacts
- Ongoing work with internal partners: ECFE and ECSE
- March 1, 2026: Notification to returning families of Duluth Preschool acceptance and placement
- April 1, 2026: Notification to new families/children of Duluth Preschool acceptance and placement
- May 1, 2026: Notification to new families/children of Duluth Preschool acceptance and placement
- June 1, 2026: Notification to new families/children of Duluth Preschool acceptance and placement

# DRDP Winter 2025-26

Duluth Preschool

The DRDP is a continuum of skills from early infancy to Kindergarten. For our data, averages are based on:

- Responding Earlier-Responding Later = Infants***
- Exploring Earlier-Exploring Middle = 1 year olds***
- Exploring Middle-Exploring Later = 2 year olds***
- Exploring Later-Building Earlier = 3 year olds***
- Building Middle-Building Later = 4 year olds***
- Integrating Earlier = Kindergarteners***



**254 3-5 year olds enrolled at checkpoint cutoff**

**96% assessed**

**4% “Elected Not to Rate” (10 children-chronic absences)**

Head Start = 173 children

School Readiness = 60 children

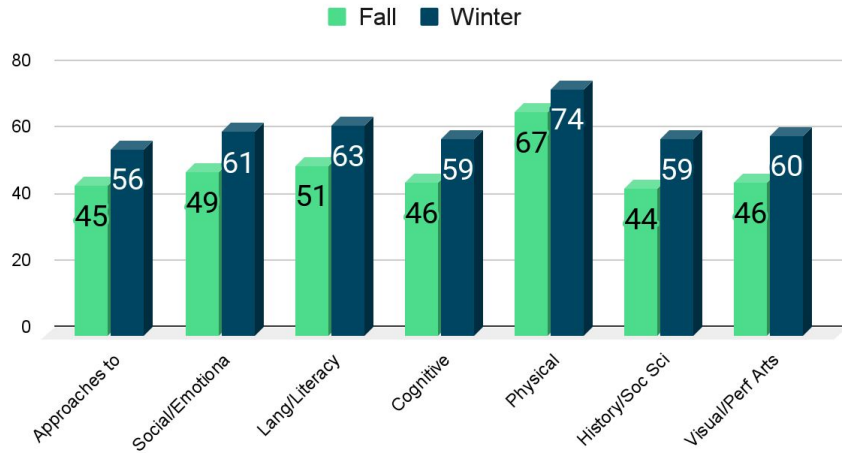
VPK = 21 children

**\*Only Head Start, VPK & School Readiness Classrooms have winter assessment data**

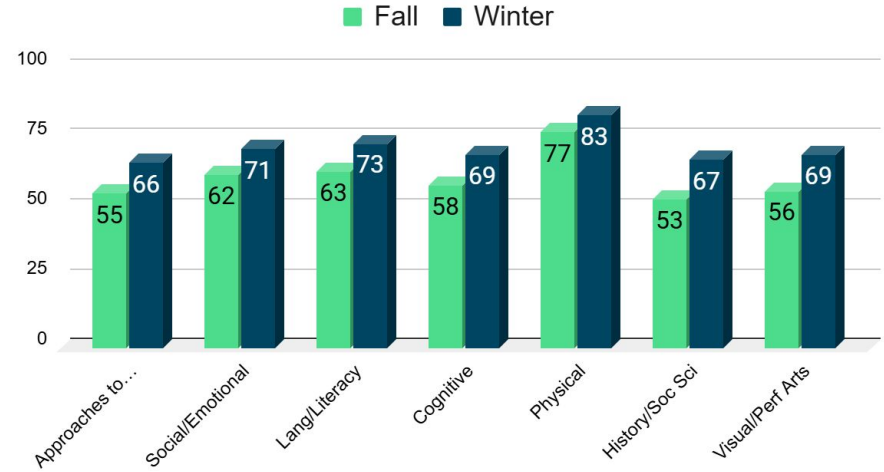
**\*\*One classroom did not complete the winter checkpoint due to staffing issues**

# Head Start

### Head Start 3-5's 25-26

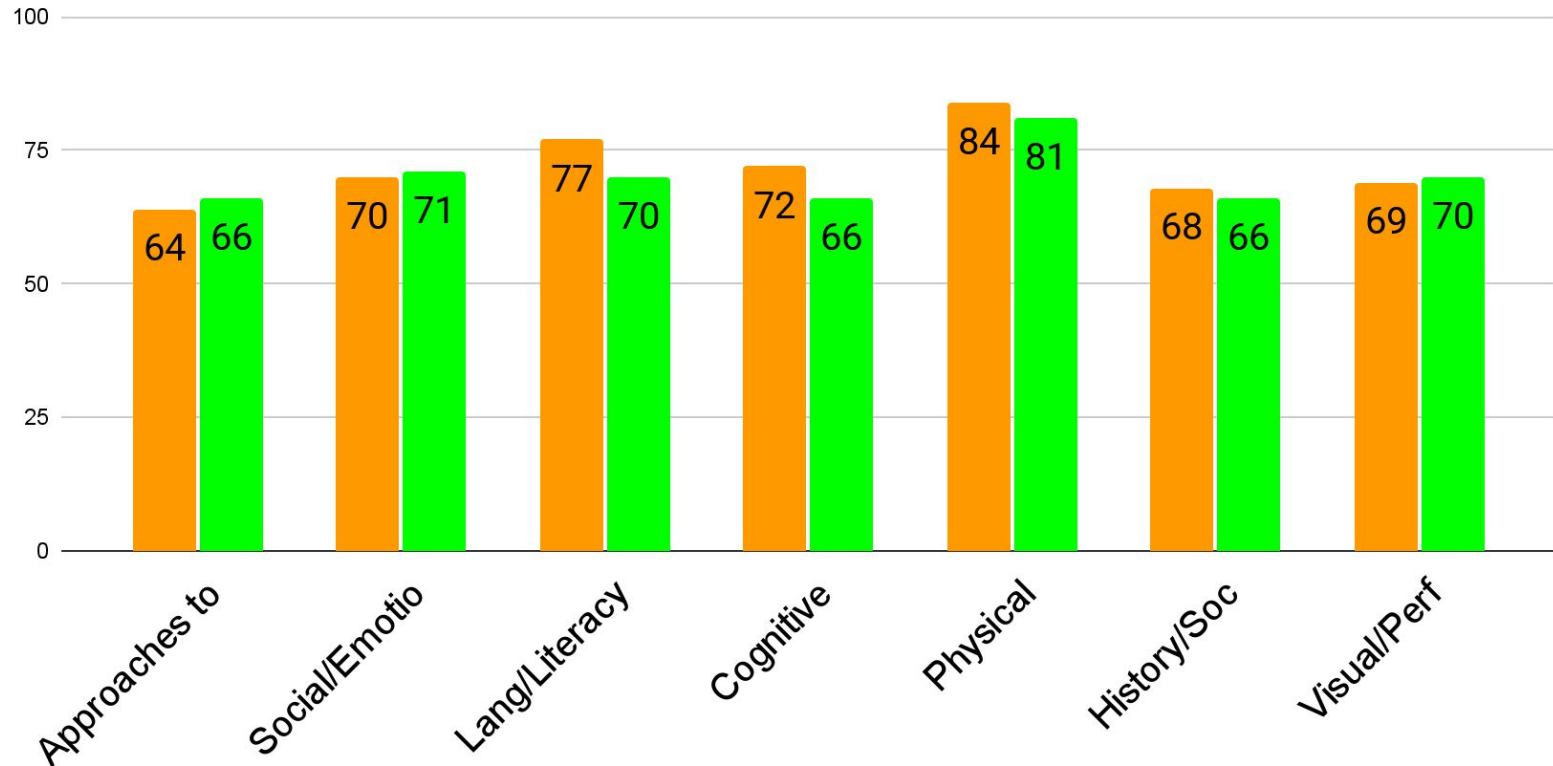


### Head Start 4YO's

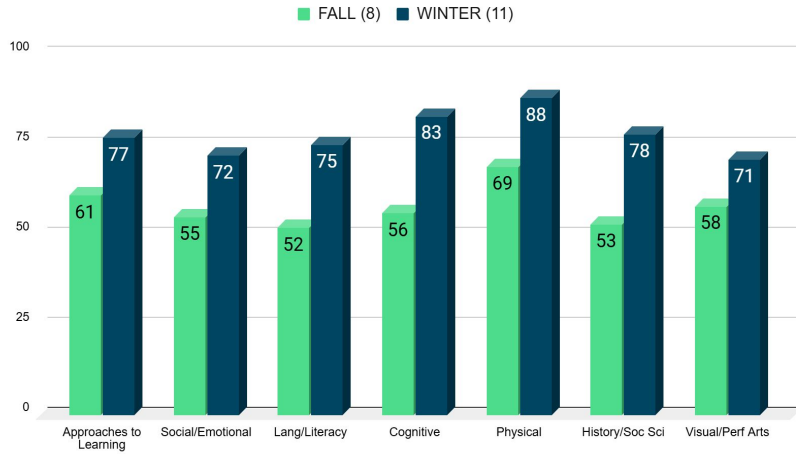


# Head Start Male/Female 4 YOs 25-26

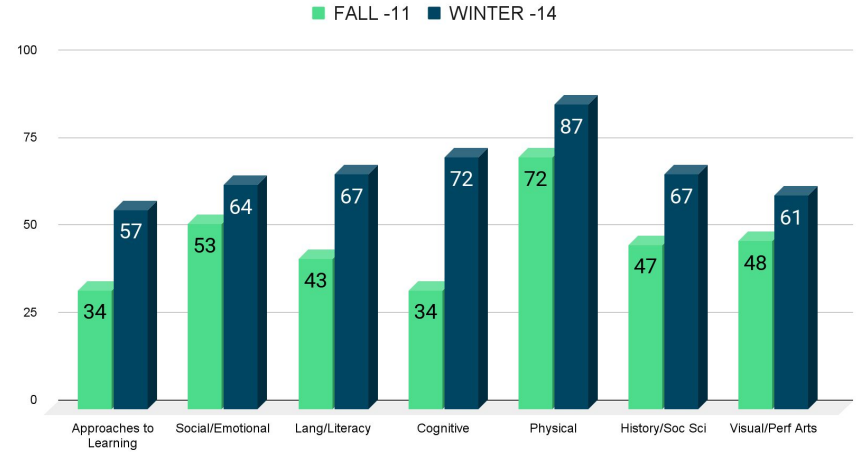
Male Winter Female Winter



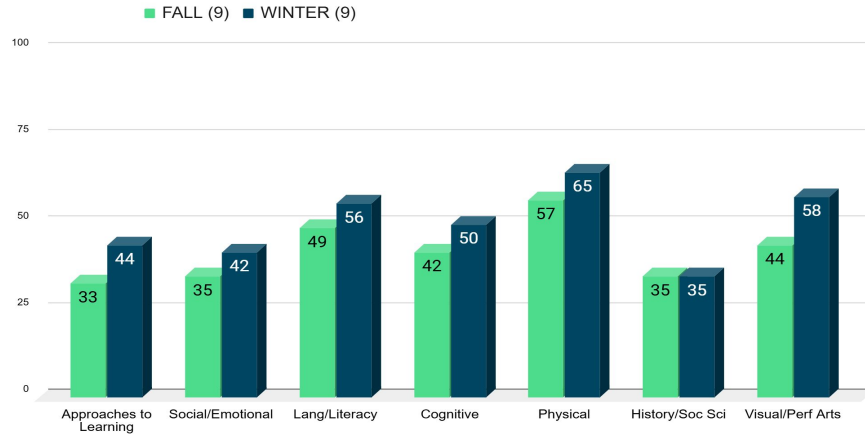
### Head Start Speech IEP 4 YO's



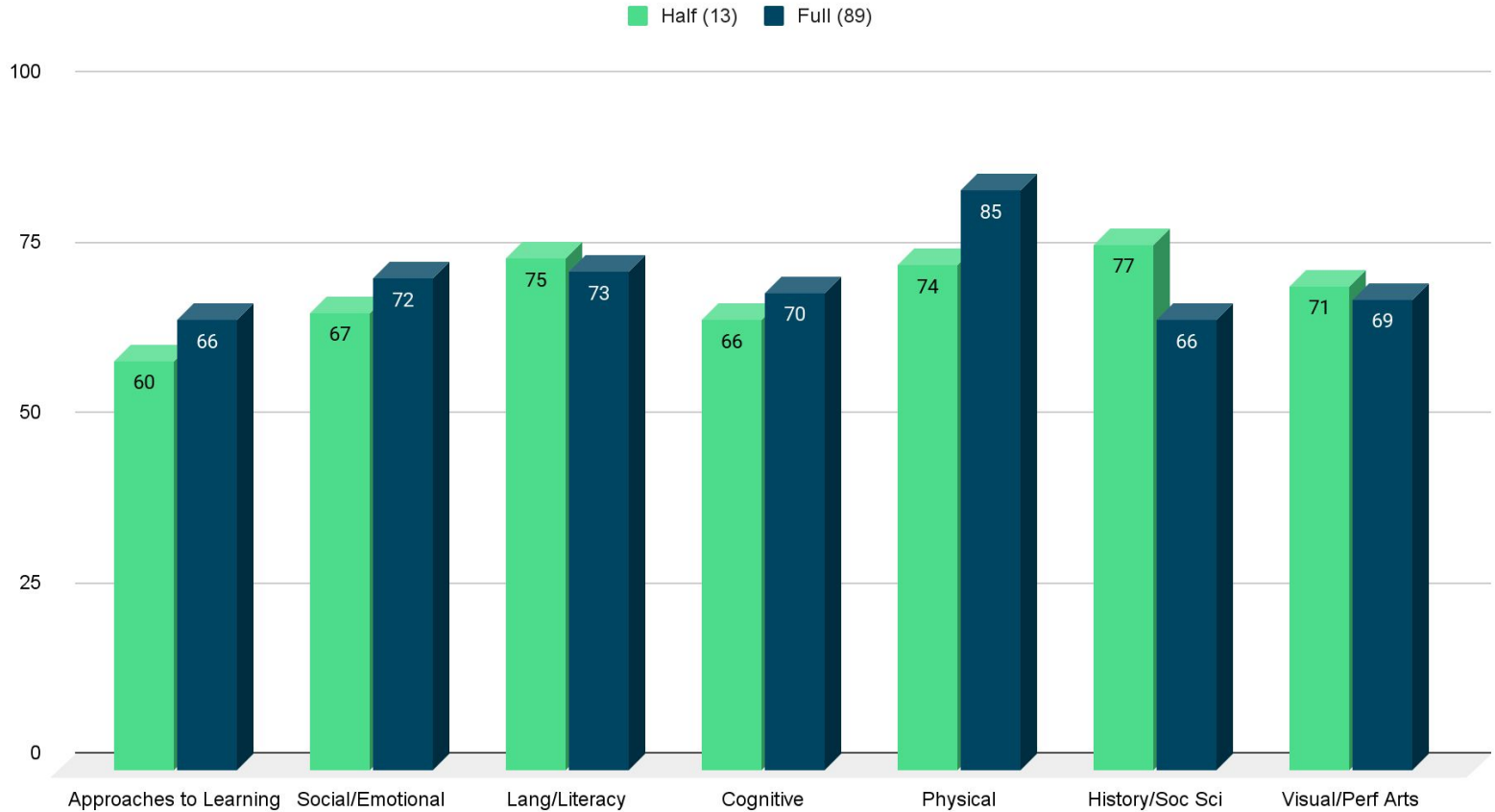
### Head Start Developmental Delay 4YO's



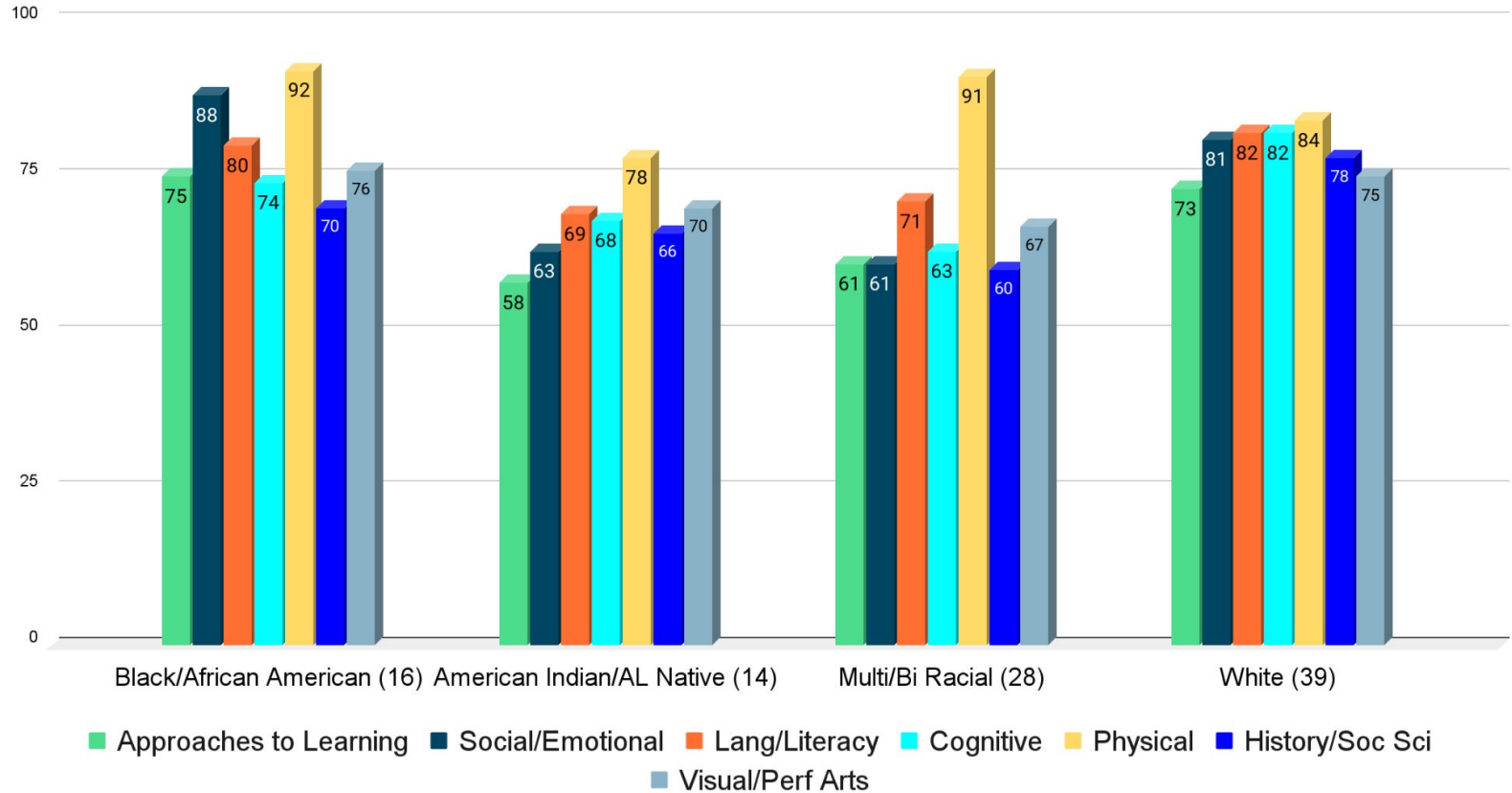
### Head Start Para Supprt (1-1 or shared) 25-26



## Winter: Head Start 4YO's Half and Full 25-26

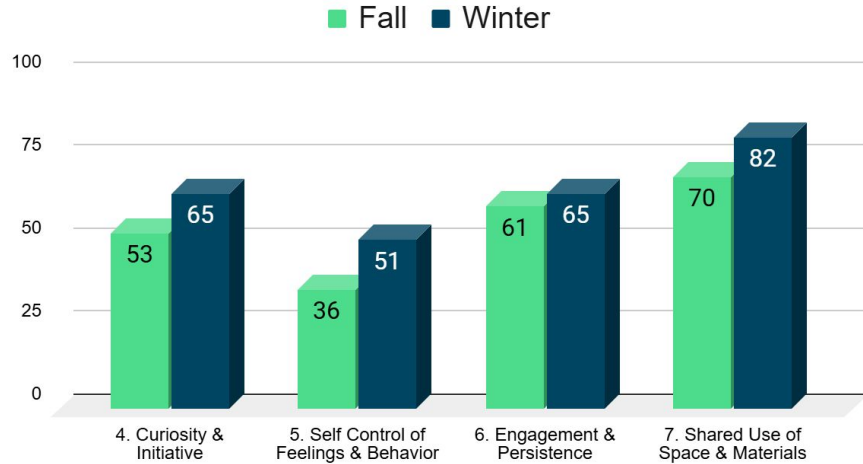


## HS 4 YO's by Race: WINTER 25-26

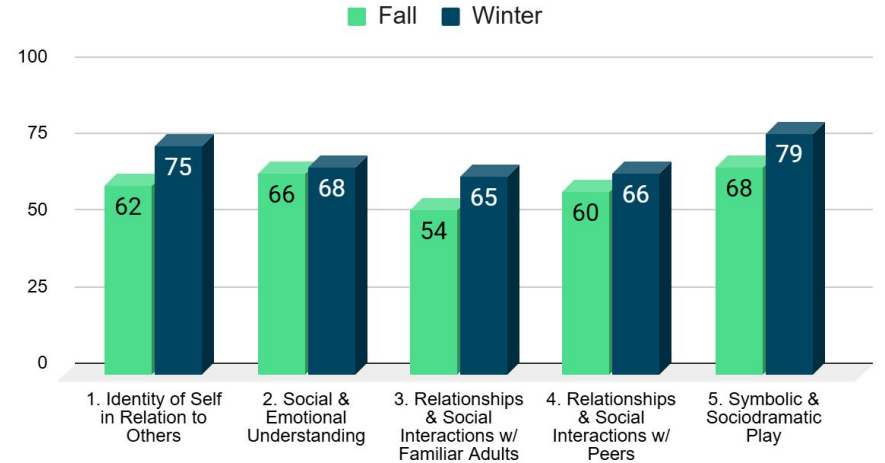


# DRDP Domains by Objective 4 YO's

## Head Start 4 YO's Approaches to Learning-Self Regulation

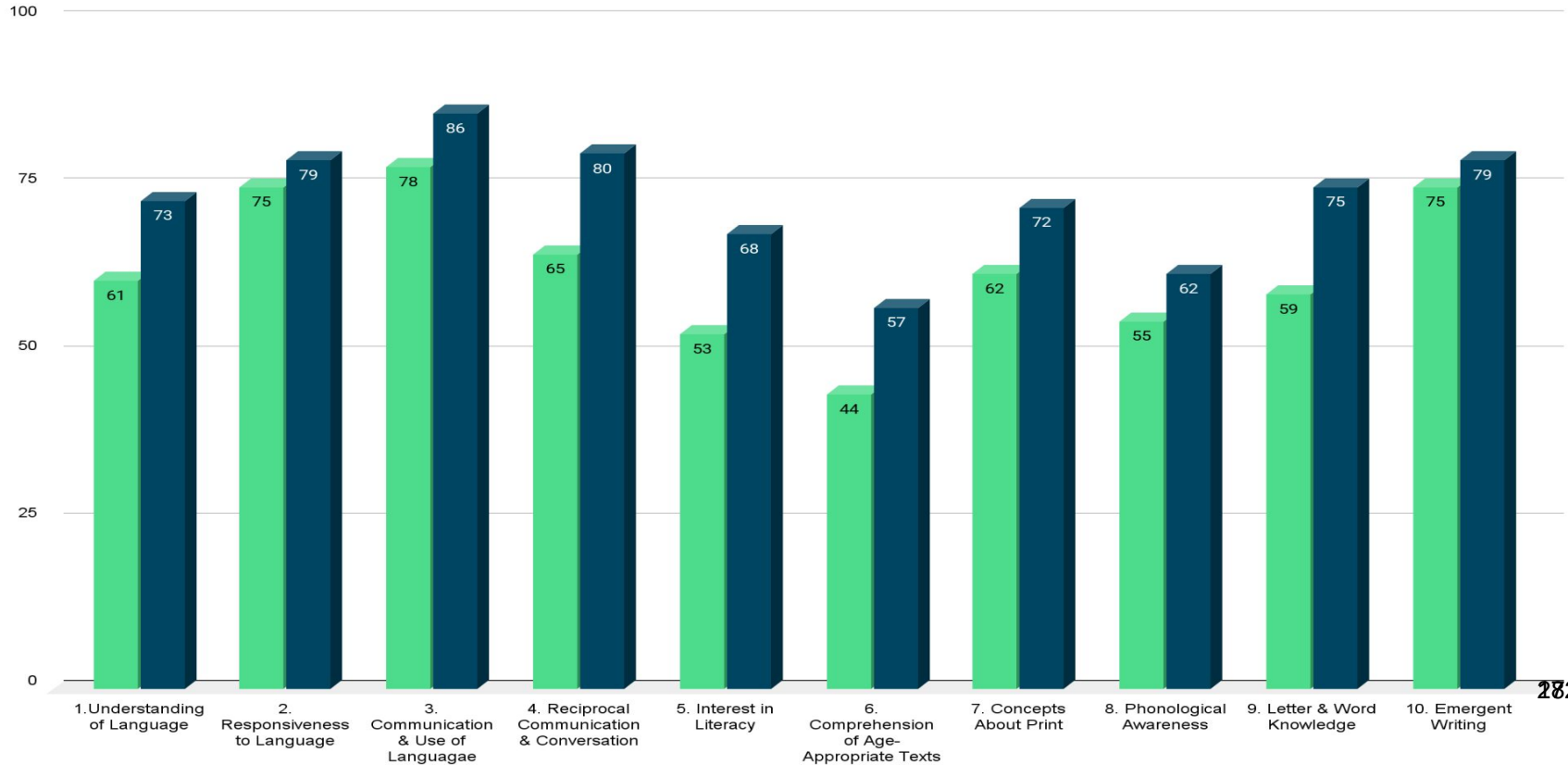


## Head Start 4YO's Social & Emotional Development



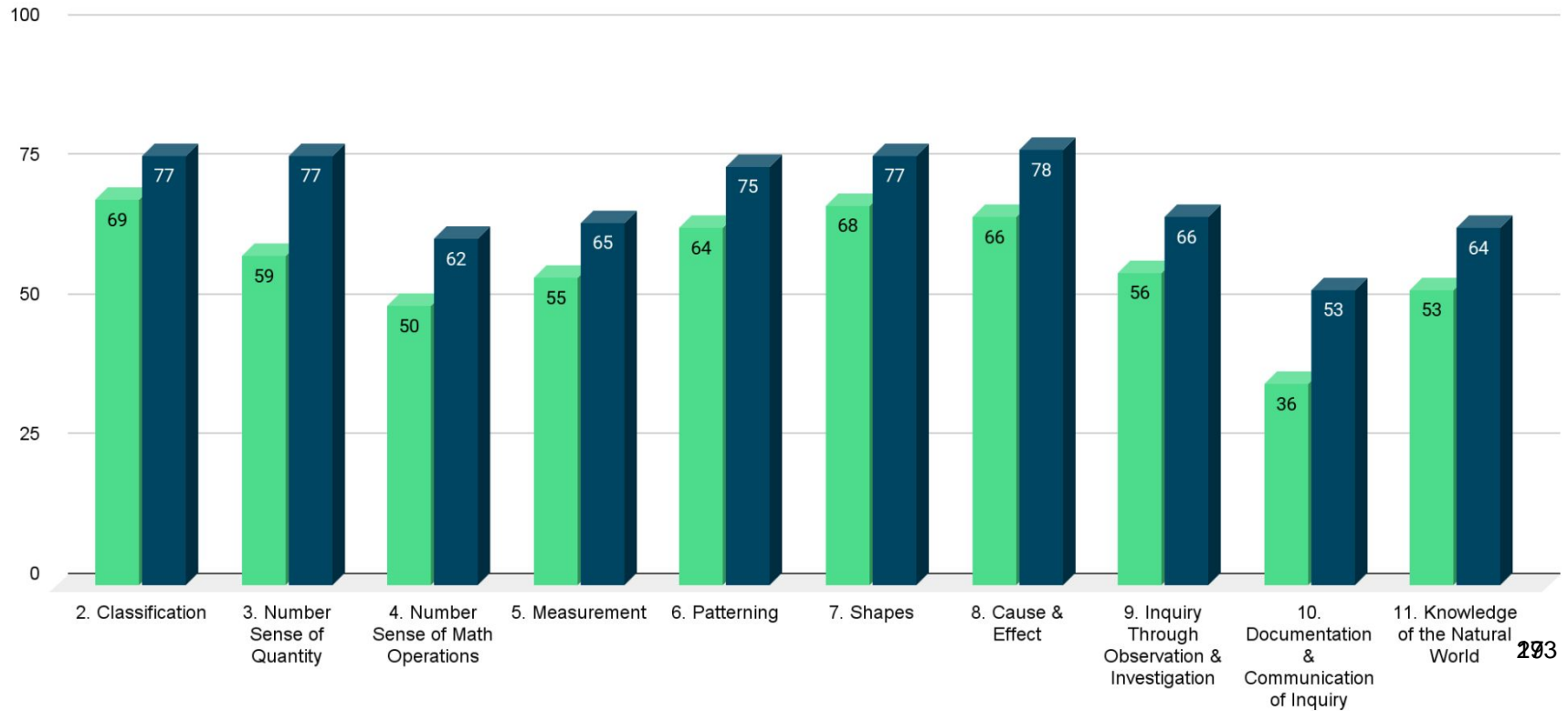
# Head Start 4 YO's Language & Literacy Development

■ Fall ■ Winter

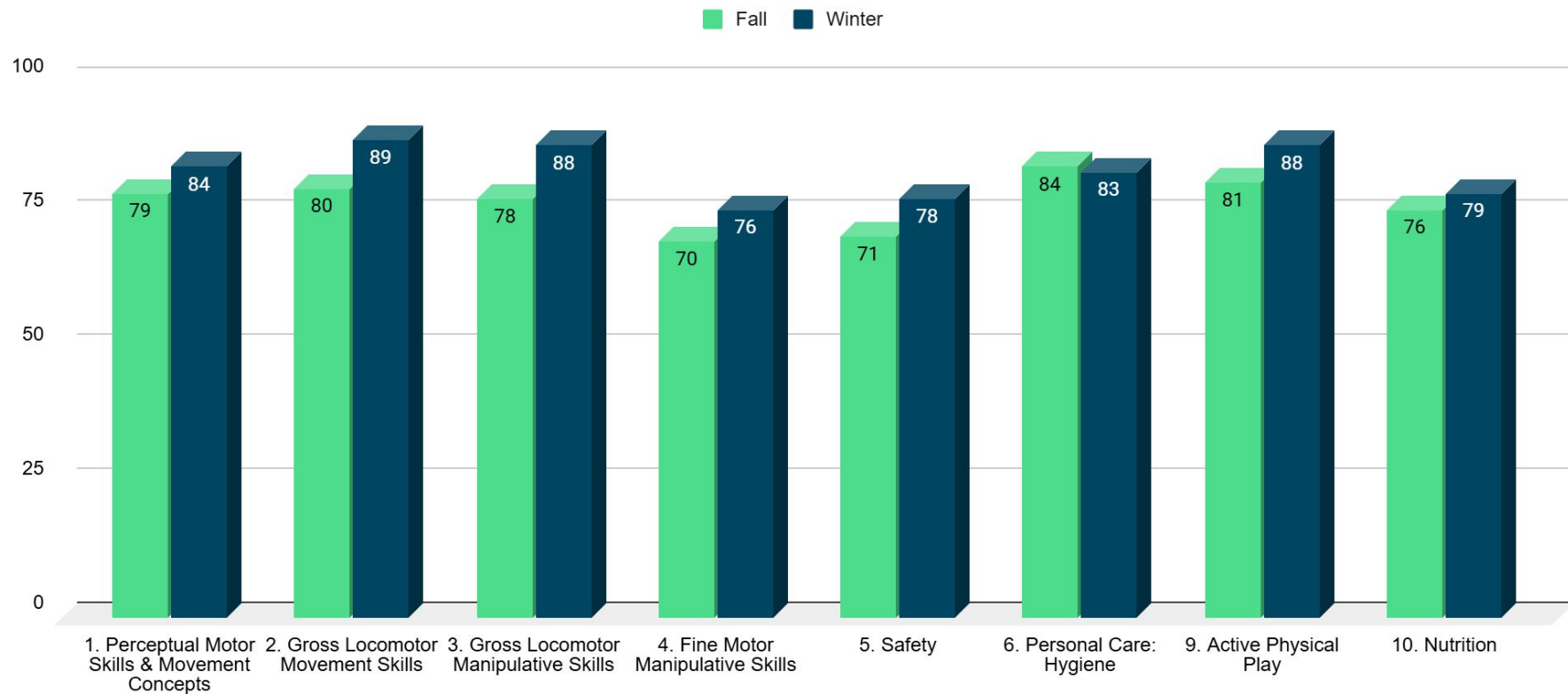


## Head Start 4 YO's Cognition, Including Math & Science

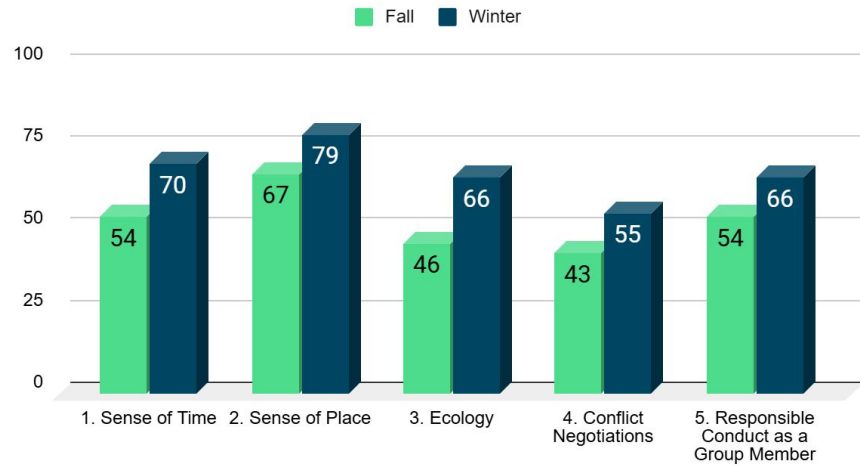
■ Fall ■ Winter



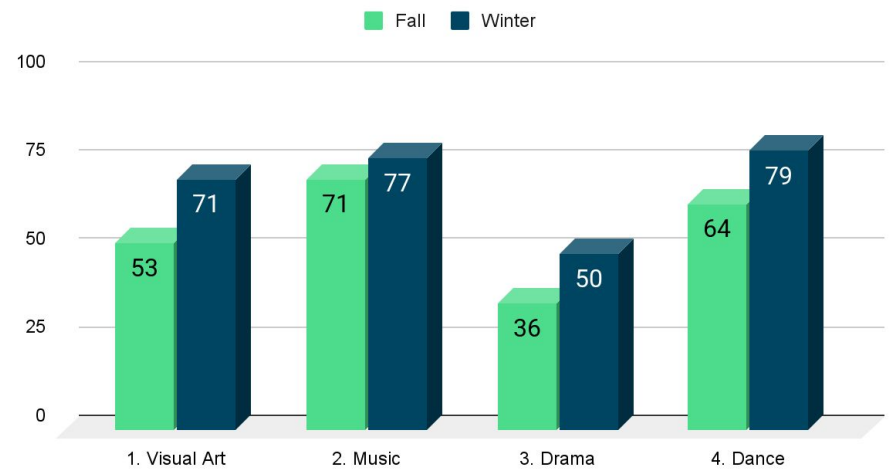
## Physical Development and Health



## History-Social Science



## Visual & Performing Arts

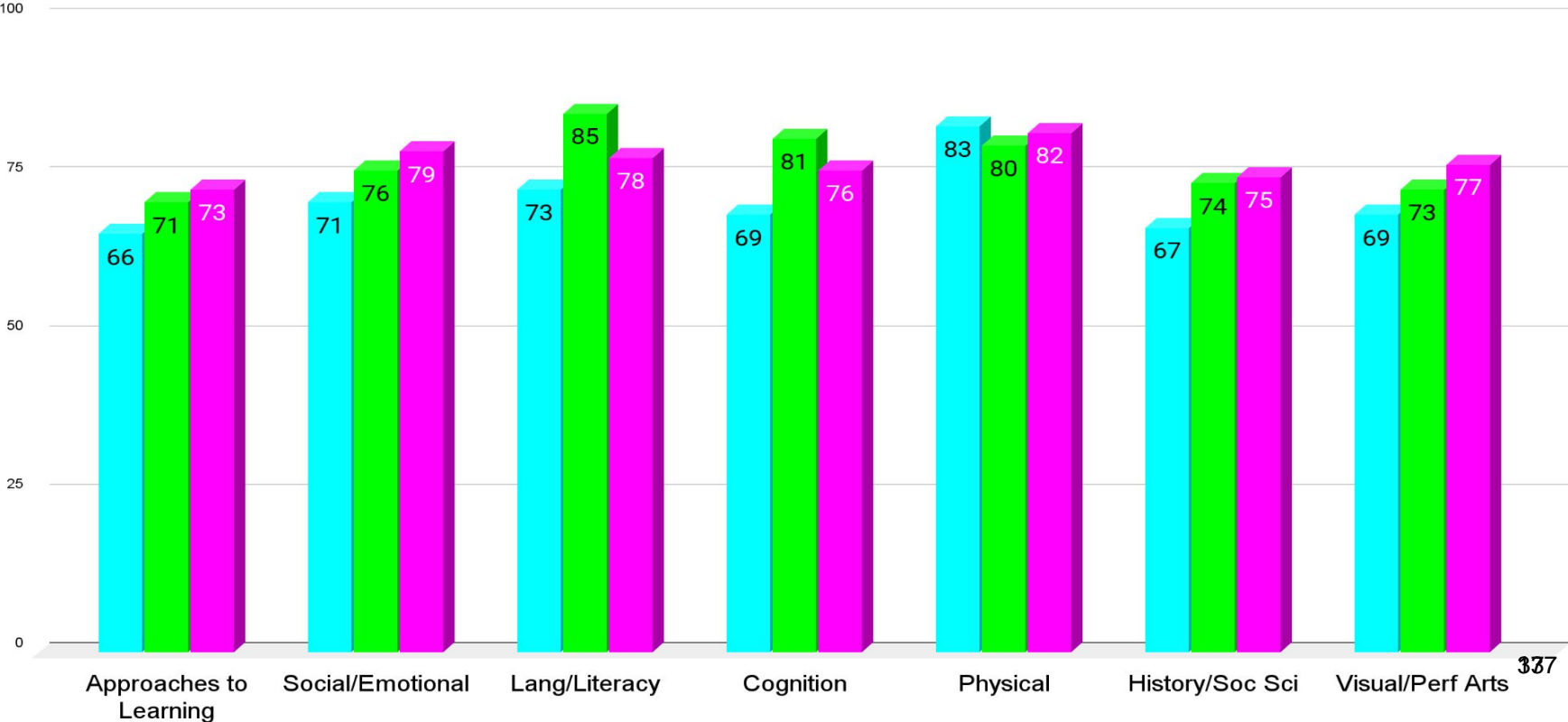


# Program-Wide

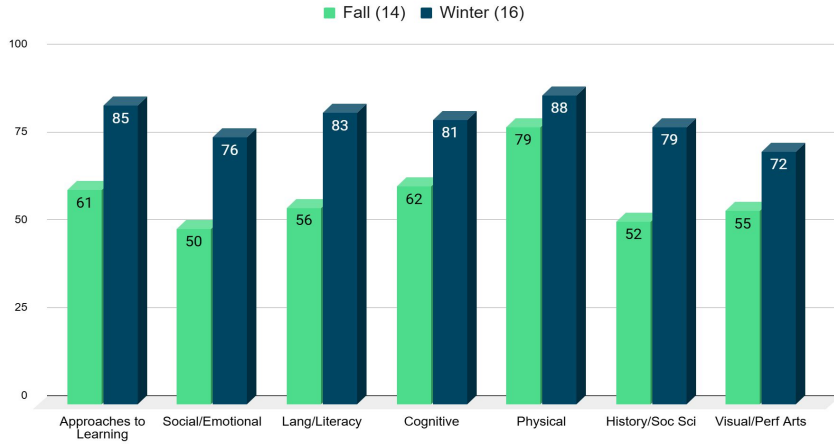
VPK/SR/Head Start

Program Comparison 4 YO's WINTER 25-26

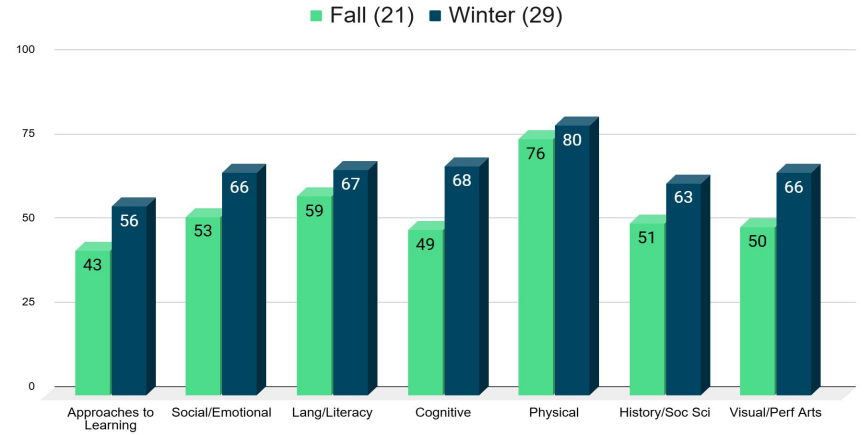
■ Head Start (102) ■ School Readiness (39) ■ VPK (19)



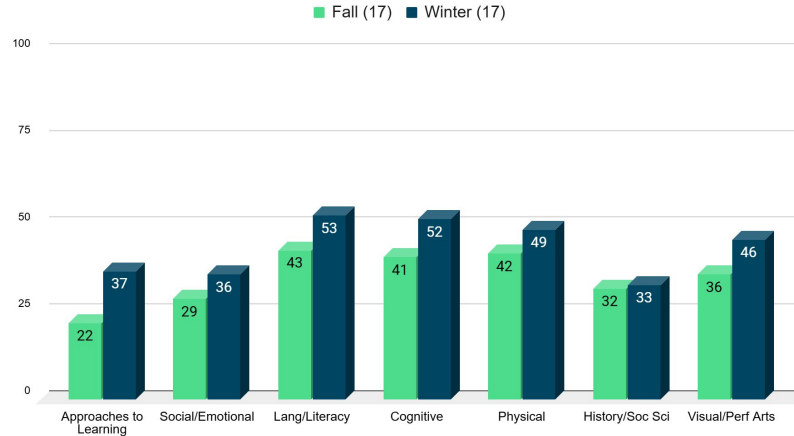
Program Speech IEPs 4 YO's 25-26



Program Developmental Delay IEP FALL 25-26 4 YO's

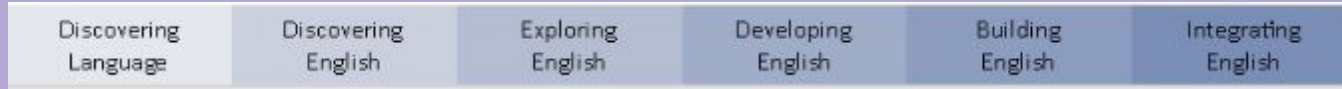


Program Para Support (1-1 or shared) IEP 4 YO's 24-25

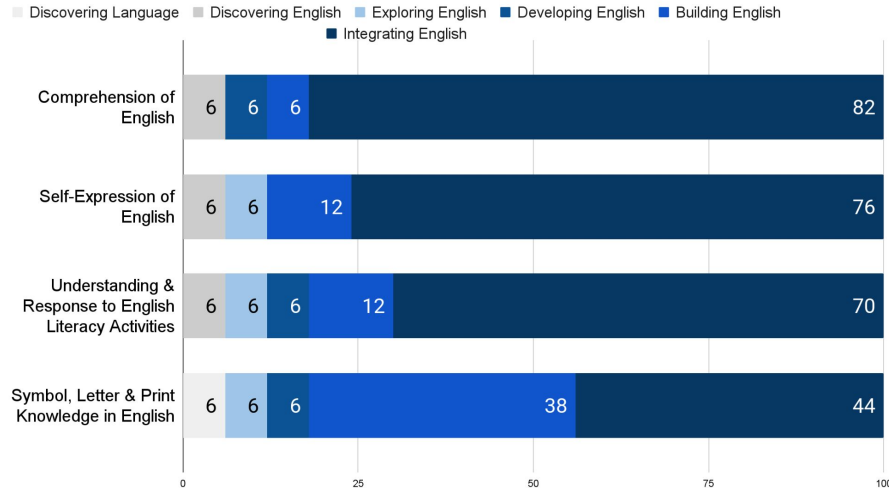


# Dual Language Learners

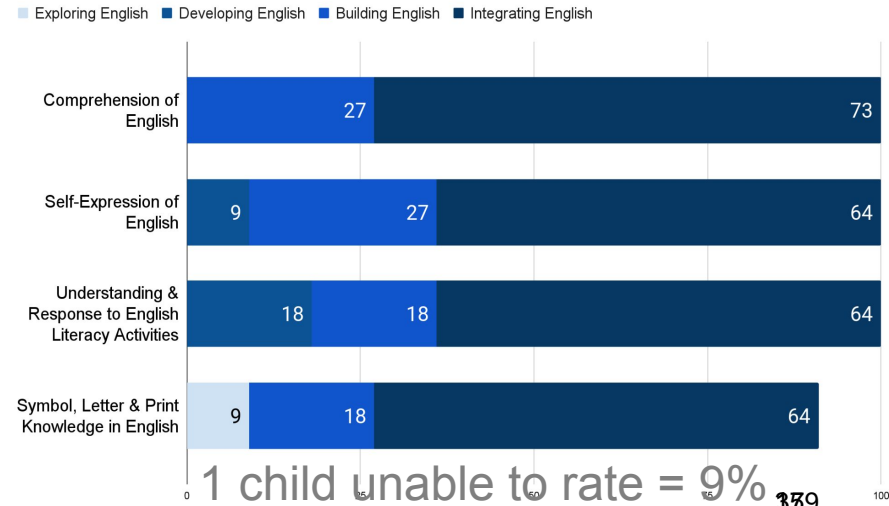
Home languages:  
Portuguese, Spanish, Ojibwe, Vietnamese,  
Dutch, Tibetan, Hausa, Russian,  
Swahili/Kiswahili/Nandi



DLL-FALL 25-26 (16 students)



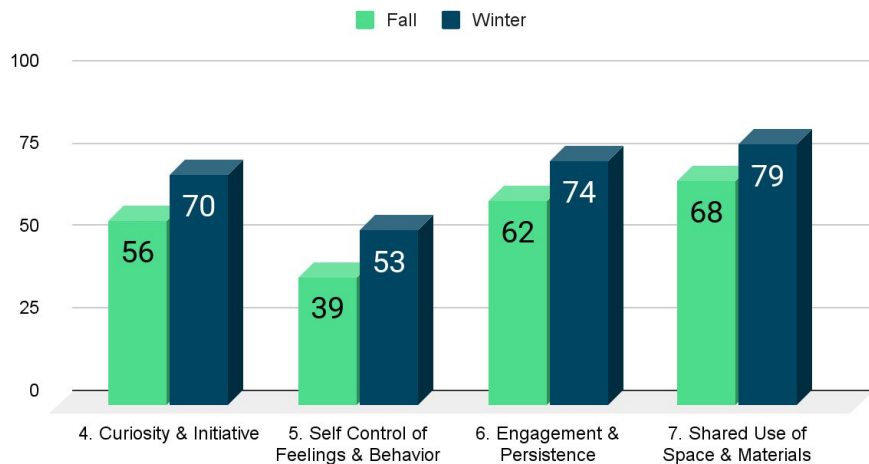
DLL-FALL 25-26 (11 students)



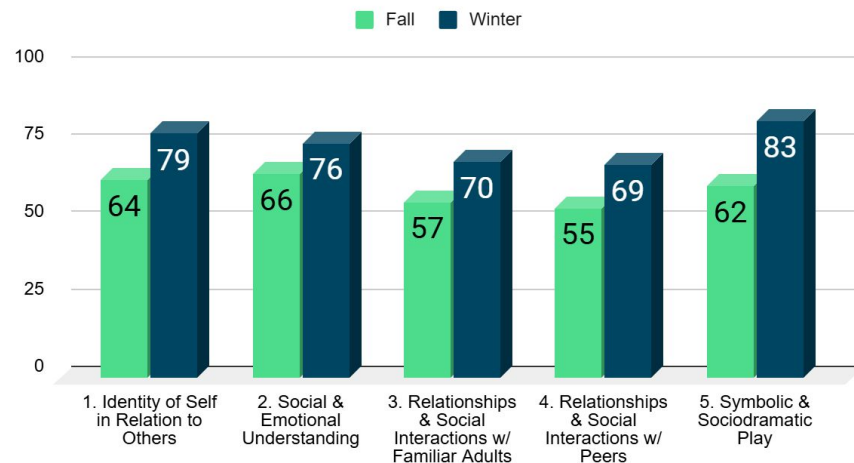
1 child unable to rate = 9% **339**

# Domains by Objective: 4 Year Olds Program-Wide

## Approaches to Learning & Self Regulation

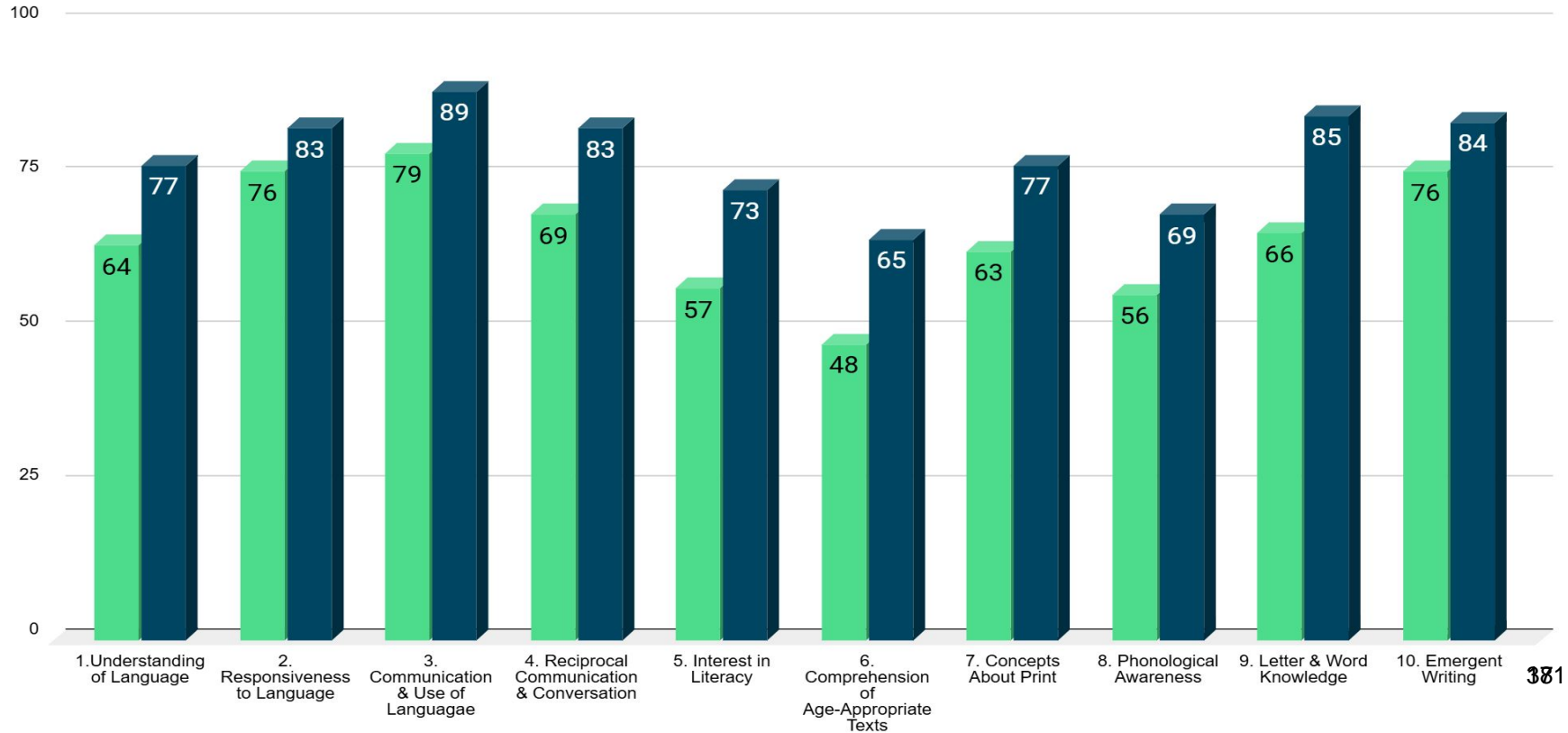


## Social & Emotional Development



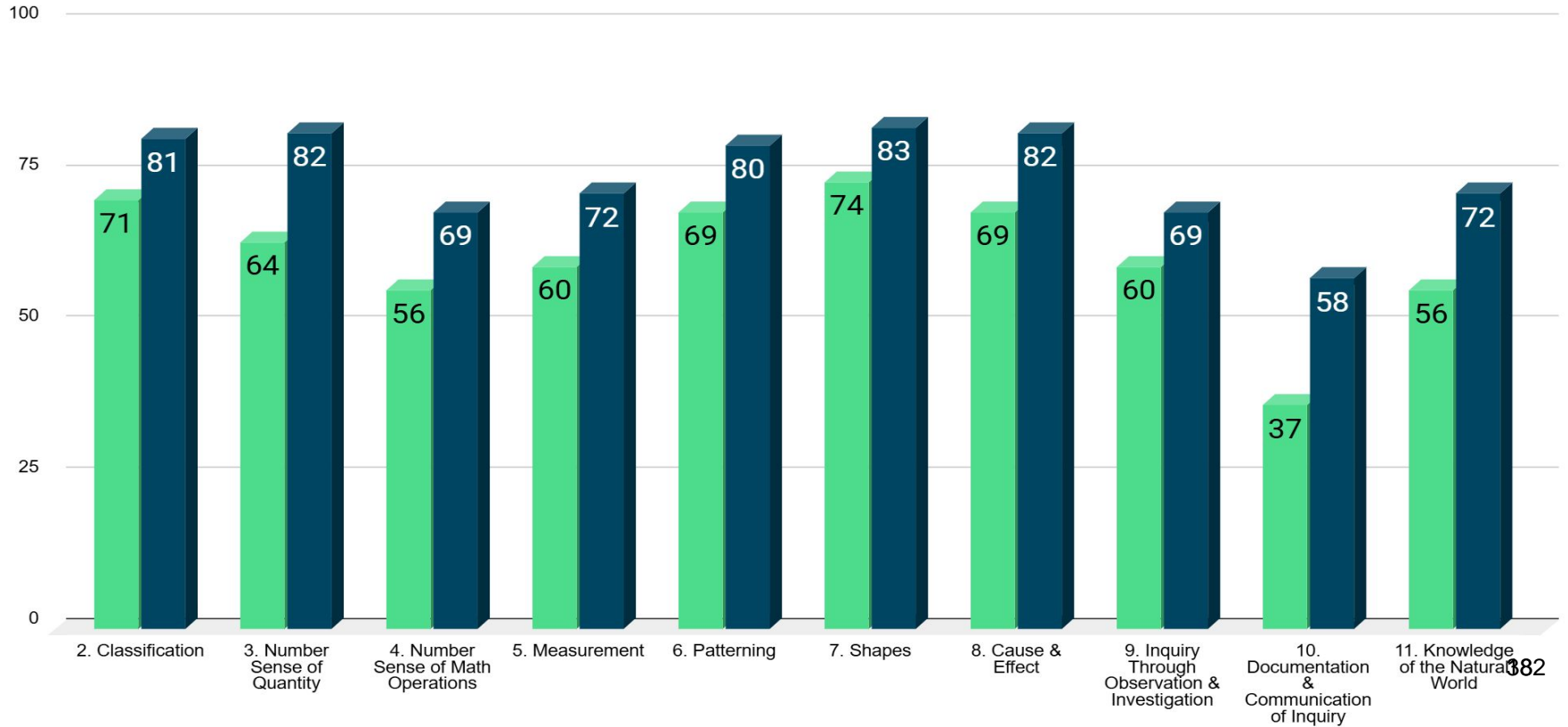
## Language & Literacy

■ Fall ■ Winter

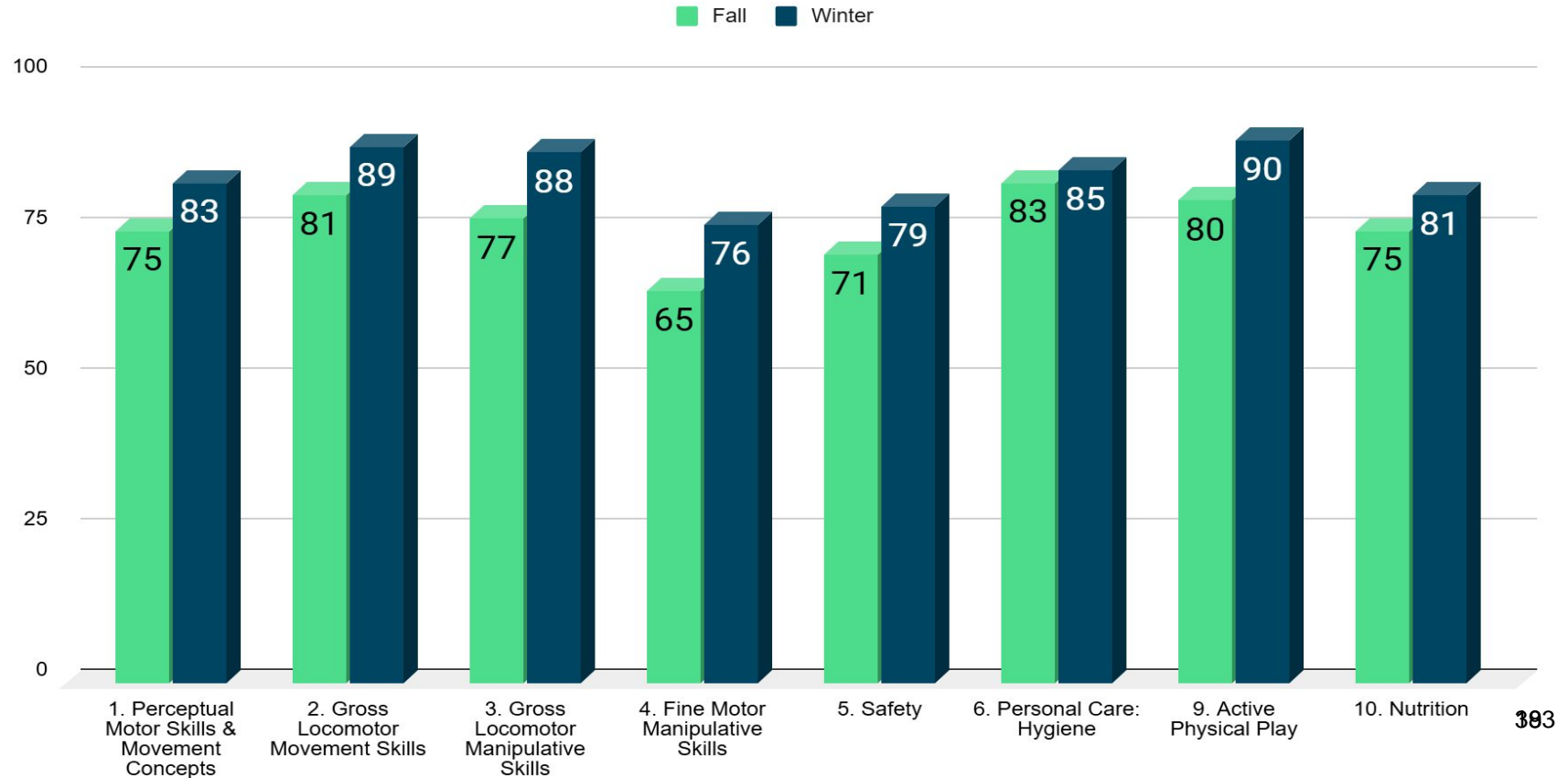


## Cognition Including Math & Science

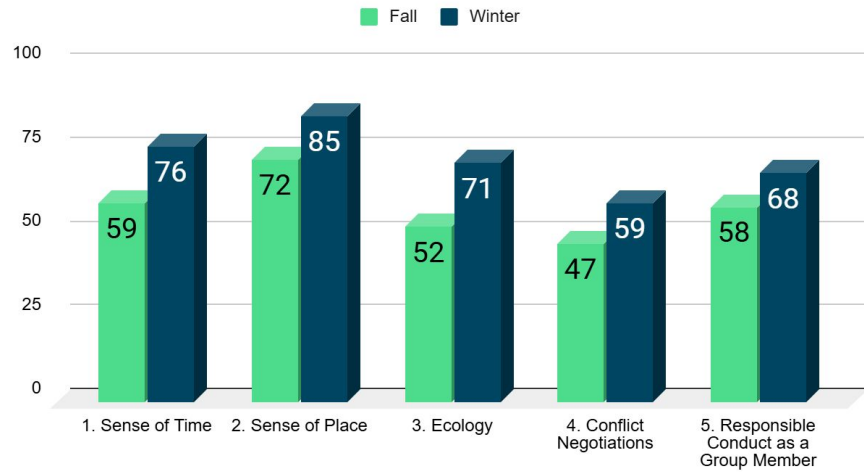
Fall Winter



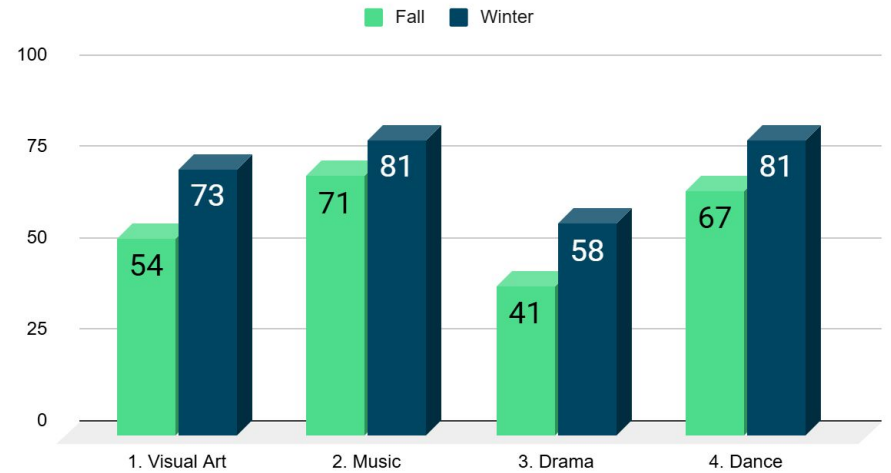
## Physical Development-Health



## History-Social Sciences



## Visual & Performing Arts



# Mental Health Support

## Supports for mental health and well-being (from Head Start Standard 1302.45) (highlights related to mental health)

- To support a program-wide culture that promotes mental health, social and emotional well-being, and overall health and safety, a program must use a multidisciplinary approach.
- Ensures mental health consultation services are available at a frequency of at least once a month.
- *Mental health consultants.* A program must ensure that mental health consultants provide consultation services that build the capacity of adults in an infant or young child's life to strengthen and support the mental health and social and emotional development of children.

# Mental Health Support

**Time in classrooms**

**Structured observation**

**Consult with teachers**

**Consult with parents**

**Behavior Incident Data**

**Student support teams**

**Staff training**

**Program support**

**Referrals to outside services**

# Mental Health Support

**Behavior Incident Reports (BIRs) are part of behavior tracking in Duluth Preschool**

- **Physical aggression towards peers**
- **Physical aggression towards staff**
- **Property destruction (i.e. throwing materials)**
- **Risk taking** - unsafe climbing, biting non-foods, or other risky behavior
- **Inappropriate body behaviors**
- **Elopement** - attempting to leave the class or run away from the group
- **Withdrawn** - staying outside of the group's activities, or refusing activity options
- **Uncontrollable crying** - extended periods of crying without responding to comfort measures
- **Other** - some behaviors of concern don't fit neatly into a category

# Mental Health Support

**1,200 total incidents (representing 1727 total behaviors of concern)**

## **Behavior Incidents by rate\***

- Physical aggression towards peers - 444
- Physical aggression towards staff - 376
- Elopement - 197
- Property Destruction - 209
- Risk taking - 137
- Uncontrollable crying - 129
- Withdrawn - 107
- Self-harm - 39
- Inappropriate body behavior - 16
- Other documented behavior incidents - 73

# Mental Health Support

## Behavior Incident Tracking

- One piece of data that adds to our understanding of a child
  - Some students enter preschool with extremely high needs - whether environmental, developmental, medical/physiological, or a combination.
  - Preschool staff support individual needs through comprehensive services including behavior planning, resource and referral, family education, and classroom supports.
- One piece of data that adds to our understanding of program needs and resources
- Shows where supports are needed at the classroom and program level.

# Special Education: Students Served under IDEA

Spring 2026 Data (as of March 25, 2026)



## PROGRAM-WIDE SUMMARY

Total Enrolled (Actual): **283**

Students with Open IEPs: **99**

Students with Open IFSPs: **1**

Students with Closed IFSPs: **1**

Total Served (Program Wide): **101**

Percentage of Actual Enrollment: **35.7%**

Breakdown by Disability: **73 DD, 24  
Speech/Language, 2 ASD, 1 EBD, 1  
Hearing Impairment**



## HEAD START

Actual Enrollment: **180**

Open IEPs: **60**

Percentage: **33.3%**

Breakdown: **43 DD, 16**

Speech/Language, **1 EBD**



## VOLUNTARY PRE-K (VPK)

Actual Enrollment: **21**

Open IEPs: **6**

Percentage: **28.6%**

Breakdown: **3 DD, 2**

Speech/Language, **1 Hearing  
Impairment**



## SCHOOL READINESS (SR)

Actual Enrollment: **60**

Open IEPs: **27**

Percentage: **45%**

Breakdown: **20 DD, 5**

Speech/Language, **2 ASD**



## STATE FUNDED

Actual Enrollment: **27**

Total Served: **8**

Percentage: **36.3%**

Open IEPs: **7 (31.8%)**

Open IFSPs: **0**

Closed IFSP (parent decline):  
**1 (4.5%)**



400

★ **\*Note:** Open IEPs for Head Start, including drops, is 64 (35.6% of actual enrollment of 180). **Breakdown: 45 DD, 18 Speech/Language, 1 EBD.**

# Staff Professional Development

- Strengthening staff capacity
- Supporting staff wellness
- Supporting the whole child and their family through parallel process

[2025-26 Staff Training Template](#)

[2026-27 Staff Training Template](#)

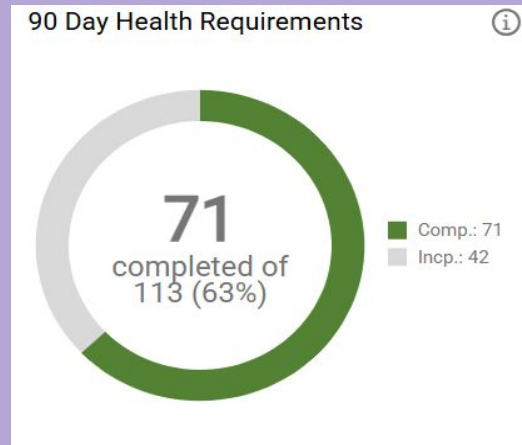
# Health and Nutrition

## Vision and Hearing Screening



39 students failed vision screening. The Duluth Preschool Program secured 17 free pair of glasses from Prevent Blindness

## Well Child Check and Dental



The Children's Dental Services comes to the schools to do preventive care.

## Incident/Accident Reports

- 18 incidents/accidents
- 2 reported to the Office of Head Start
- 1 reported to DHS

# CLASS Observations

CLASS (Classroom Assessment Scoring System), measures classroom interactions, using behavioral evidence in the areas of:

- Emotional Support
- Classroom Organization
- Instructional Support

The scoring ranks from 1 (low) to 7 (high)

# Self Assessment

The following program wide recommendations support continuous quality improvement.

1. Continue to explore opportunities to hire and engage more substitute paraprofessionals and teachers, through a continued partnership with Kelly Education
2. Continue to build staff capacity in working with challenging child behaviors, both through strengthening intervention strategies, teacher mentoring and collaborative observations and ongoing parent partnership
3. Continue Internal Monitoring, supporting individual sites and staff through a parallel process seeking optimal outcomes for our children and their families.
4. Continue to support teams in inputting data through Child Plus and Educlimber (BIRs), informing program decisions through data collections and exploration.
5. Continue to explore program goals for the NOFO 2026-31

# Partnerships

The Depot  
Viewcrest Nursing Home  
Hawks Ridge  
First Witness  
Fire Station #1  
YMCA  
Growing Little Loves Creative Art Space  
Duluth Public Library  
Bayfront (partnership with Parks & Rec)  
LSC Dental  
Lincoln Park  
Bagley Nature Center\*  
Children's Museum  
Superior Zoo\*  
Great Lakes Aquarium  
Playfront\*  
Duluth Art Institute

\*scheduled for the  
Spring 2026

# Where are we in the grant cycle?

- Current extension ending August 1, 2026
- Checking into [Grants.gov](https://www.Grants.gov) for the NOFO
- Monthly check in with OHS
- Preparing for a possible grant extension
- Preparing for a possible NOFO- 5 year competitive opportunity

# Questions

Thank You

## 2025-2026 Duluth Public Schools Head Start Self Assessment Report

### Purpose of Self Assessment

Head Start Performance Standard §1302.102(b)(2)(i) indicates that a program must effectively oversee progress towards program goals on an ongoing basis and annually must conduct a self-assessment that uses program data, and professional development and parent and family engagement data as appropriate, to evaluate the program's progress towards meeting program goals, compliance with program performance standards throughout the program year and the effectiveness of the professional development and family engagement systems in promoting school readiness.

Head Start Performance Standard §1302.102(c)(2)(iv) indicates that a program must use information from ongoing monitoring and the annual self-assessment, and program data on teaching practice, staffing and professional development, child-level assessments, family needs assessments, and comprehensive services, to identify program needs, and develop and implement plans for program improvement.

Questions that helped guide the process were:

- Is our program meeting the Head Start Performance Standards?
- Are our services responding to the changing needs of children and families?
- Is the program achieving the continued goals for the 2025-26 program year?

Duluth Head Start used a process for the self assessment that involved teams, focus groups, surveys and program data to determine success in the following areas:

1. High Quality Preschool Classrooms
2. Responding to the Unique Needs of our Community
3. Fostering Resilience with a Focus on Health and Wellness
4. Program Management and Quality Improvement
5. Family Engagement and Enrollment

### Program Strengths

Duluth Head Start is a school based program with a mission to create a strong learning community in order to achieve success in the classroom and beyond. Currently located in eight of the eight elementary schools in Duluth, MN, spread across this 27 mile long city, along the shores of Lake Superior.

Independent School District 709, Duluth is identified as the Head Start grantee. Head Start has been in our public schools since 1965 and is staffed by certified teachers, and paraprofessionals, represented by the school district bargaining units. The wages and benefits align with that of other District 709 employees. The collaboration and partnership between Head Start and District 709, allows for multiple opportunities to work together through initiatives and programs in support of children and families. The Desired Results Developmental Profile (DRPD) student assessment data will support the selected age-appropriate experiences, high quality preschool classroom design, and family engagement, all preparing our children for kindergarten.

## Methodology

Program leadership, collaborative school partners, the Head Start planning team, and Head Start Parent Policy Council provided input into the program's self assessment methods and direction. The program self assessment was conducted through survey, staff conversations, focus groups, data review, staff and parent interviews, and a review of community needs reports. This methodology was approved by the Policy Council on February 12, 2026 and provides an opportunity for self assessment in the following program areas :

1. High Quality Classrooms
2. Responding to the Needs of Our Community
3. Fostering Resilience with a Focus on Health and Wellness
4. Program Management and Quality Improvement
5. Parent, Family, and Community Engagement; Enrollment; Transportation

## High Quality Preschool Classrooms

High quality preschool classrooms are identified in research as programming that supports the development of children across domains. A rich environment of experiences, with a focus on the social/emotional developmental domain is the foundation from which student growth and learning occurs. The relationships between teachers and children, teachers and families, along with play-based learning and qualified staff members contribute to high quality preschool classrooms. High-quality preschool classrooms bolster student success, across developmental domains, supporting optimal child outcomes.

The Pyramid Model, first introduced to the Duluth Preschool Program in 2017, has been fully implemented into the fabric of the preschool program. The Pyramid Model evidence-based teaching practices begin with an effective workforce, nurturing and responsive relationships, resulting in high quality supportive environments. The parent engagement components of the Pyramid Model, support the home-school connection, with shared tools, language, and practices.

The data around challenging behaviors, including, but not limited to physical aggression, elopement, uncontrolled tantruming, self harm, and withdrawal can be shared with parents and allowing the data to tell the child's story. In addition, the Preschool Support Team, the classroom team and families, use the data to problem solve and coach one another in support of a child's social/emotional development and success in the classroom setting. Our Behavior Incident Reports (BIRs), 1200 from September 14, 2025 through March 31, 2026 indicate that child aggression towards peers and then staff are the most reported this program year. The BIRs indicated that child elopement is the second most reported challenging behavior, demonstrated by children in the Duluth Preschool Program.

### Responding to the Unique Needs of Our Community

The unique needs of the Duluth Community are informed by the following:

- Climate:
  - 40.6 inches of snowfall, with warmer than average winter temperatures
  
- Homelessness:
  - At the time of this report, 20 enrolled children were identified as homeless. This number changes on a monthly basis. The unique needs of homeless children

are supported by classroom teams, community partners and through our birth to 5 State of Minnesota Head Start FIT Program and the District 709 FIT collaboration.

- **The mental health and well-being of the children we serve:** The most current data collected through program behavior incident reports (BIRs) indicates that challenging behaviors are a part of our preschool classrooms. The Duluth Preschool Program has recorded 1200 BIRs, between September 2025 and March 2026 or 109 days of preschool programming. Support for mental health and well-being, as dictated by Head Start Performance Standard 1302.45 invites the following approach in service to our enrolled preschool children.
  - To support a program-wide culture that promotes mental health, social and emotional well-being, and overall health and safety, a program must use a multidisciplinary approach.
  - Ensures mental health consultation services are available at a frequency of at least once a month.
  - *Mental health consultants.* A program must ensure that mental health consultants provide consultation services that build the capacity of adults in an infant or young child's life to strengthen and support the mental health and social and emotional development of children.

In addition, the mental health team supports families and classrooms through the Preschool Support Team (PST). This is a collaboration between families and classroom staff seeking to support children in the social/emotional domain in both classroom and home. The PST collaboration allows teams to review behavior data, investigate the function of a child's behavior and share the child's school story, while learning about the child's home story, as expressed through the child's behavior.

Together, the family and preschool staff create an individual plan for the child. The plan is titled "scaffold to success". The goal is to support the success of the child

across developmental domains, allowing for practice of skills, building of new skills and any needed adjustments along the way. Scaffolding for success represents Duluth Preschool's response to Minnesota's Successful Learner Equation.

- **Nature based programming:** Nature based preschool programs are some of the fastest growing preschool program types in MN and the US. During the course of this grant and its extension, we have maintained 4 Nature Playscapes at schools with the highest concentration of poverty in the Duluth Public Schools. In addition to the playscapes, we have continued to provide children with high quality outdoor gear so they can feel comfortable outside in any weather.
- **Oshki-Inwewin:** This bicultural preschool incorporates Ojibwe language and culture into programming. It draws families from across the city who are interested in having this experience for their children. It is located in an elementary school that houses an Ojibwe language immersion program. Interest in this program continues to grow.
- **Artist in Residence Program:** We partner with the Duluth Art Institute to provide an artist in residence program for full day classrooms. Artists provide an art lesson for 9 weeks and then have an art showcase at the end of the experience. We plan to continue this going forward.
- **Scholarships:** Our program partners with various community partners offering enrichment opportunities for children and families. Several of these have streamlined scholarship applications so that families' participation in Head Start indicates eligibility taking the burden of proof of the family.

## Fostering Resilience with a Focus on Health and Wellness

### **YMCA Partnership:**

Our partnership with the YMCA provides:

- 2 full day classrooms to attend a six week Safety Around Water class during the school day.
- Day passes for every Head Start staff and family
- In spring of 2026, we will add a swim class for Head Start parents - a result of last year's self assessment. This will include childcare. Family Advocates worked to recruit adults to attend this opportunity.

### **Health and Wellness for Staff:**

Our Health and Wellness Committee provides breakfast for staff at each of our staff meetings. Staff also have the opportunity to provide input, anonymously through the 'preschool suggestion box'. Staff input is reviewed by program coordinators and addressed through the weekly Friday Updates from the Director. To date, 7 anonymous suggestions have been submitted and received responses, through this platform.

**Reflective Practice and Supervision :** Duluth Preschool staff were encouraged to engage with one another through opportunities at our staff training/ professional development days and staff meetings. Reflective Practice such as this, is a common Early Childhood process that helps staff feel supported and seen by colleagues and supervisors.

**Professional Development:** The Duluth Preschool Program has moved under Community Education, in the Duluth Public Schools Organizational Chart. This move has informed some of the staff development opportunities throughout the

2025-26 program year. The staff provided input into staff development opportunities utilizing the Coordinator Team, Planning Team and staff surveys. In addition, the Duluth Preschool Program has partnered with the Duluth Public Schools Professional Development Department and Community Education to plan staff professional development. The onboarding of classroom staff was more intentional this program year, with teacher and paraprofessional mentoring, in real time and with an approved paraprofessional on-boarding checklist. Staff feedback on both the mentoring and checklist have been favorable.

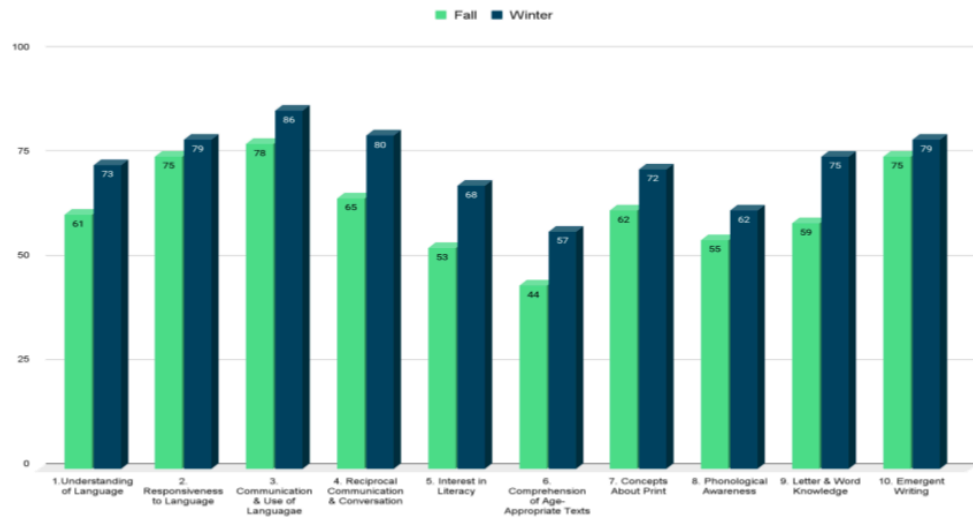
**School Readiness**

Head Start is a school readiness program, as defined by the Office of Head Start. The Desired Results Developmental Profile or DRDP results for the Fall 2025 and Winter 2026 are as follows:

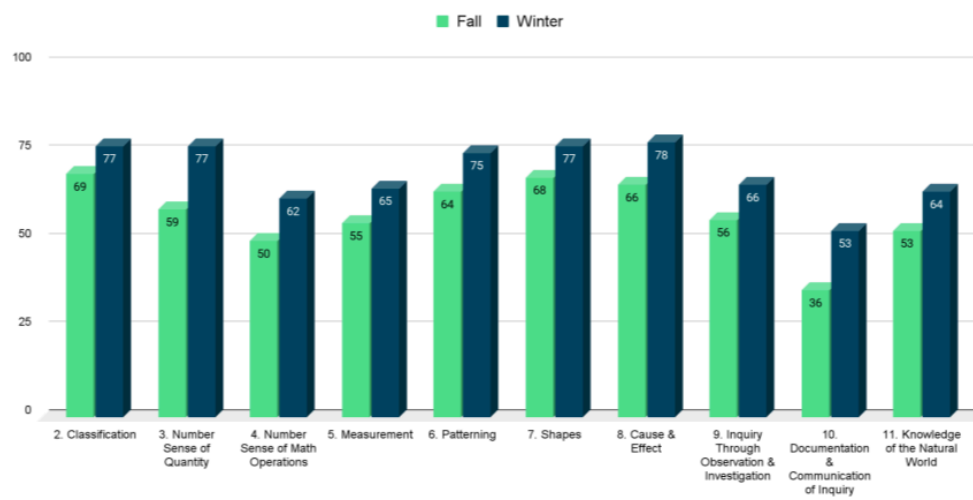
- 254 3-5 year olds enrolled at checkpoint cutoff
- 96% assessed
- 4% “Elected Not to Rate” (10 children-chronic absences)



Head Start 4 YO's Language & Literacy Development



Head Start 4 YO's Cognition, Including Math & Science



## Program Management and Quality Improvement

**Federal Monitoring:** We were monitored by the Office of Head Start in the spring of 2024. There was one finding that was corrected regarding Oral Health Determination. Several program strengths were noted including:

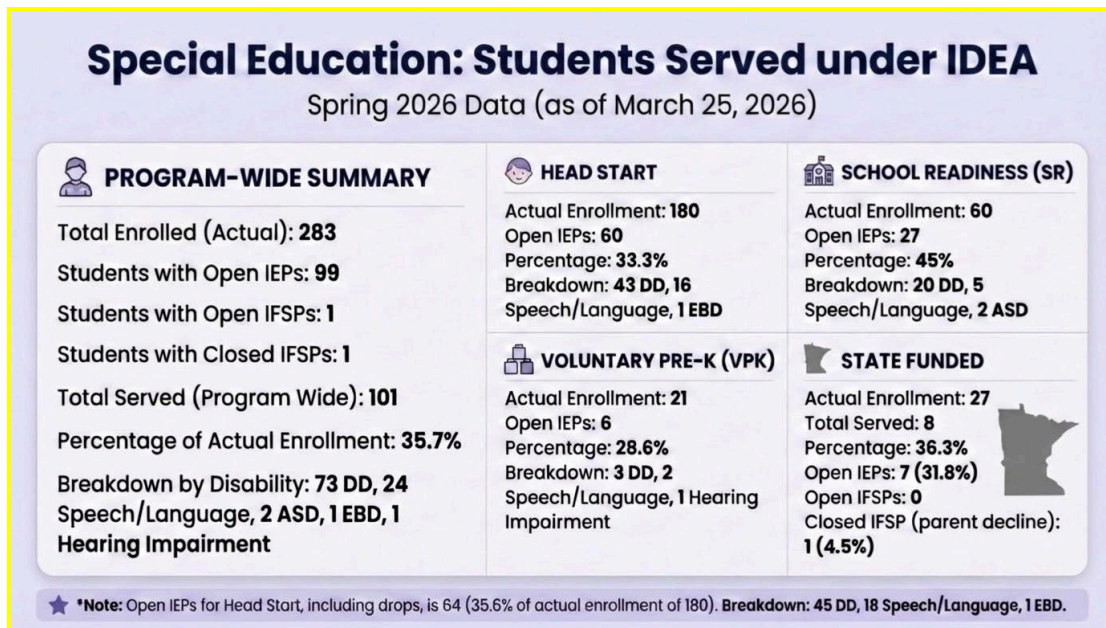
- Formal systems that remove barriers for policy council member participation
- Use of ongoing program data to innovate in the classroom based on needs of individual or subgroups of students
- Regularly offering families information or activities designed to support families' mental health and wellness
- Solicits and uses inputs from families to improve programming
- Provides economic mobility support to help families with pathways out of poverty
- Continuously evaluates the success of recruitment strategies and adjusts strategies as appropriate
- Provides targeted support for children and families who are at risk of low attendance

**Internal Monitoring:** We monitor classrooms twice per year: in the fall and spring. We monitor to see the following:

- Pyramid Model practices are in place
- Evidence of curriculum fidelity
- Active Supervision procedures are in place
- Meals are being served family style
- Health/Allergy information

**Least Restrictive Environment (LRE):** The LRE is defined as placement of a child to the maximum extent appropriate, children with disabilities, including children in

public or private institutions or other care facilities, are educated with children who are nondisabled. Duluth Preschool offers an LRE through inclusive preschool programming, partnering with the Duluth Public Schools Special Education Department. The acceptance and placement of students is a collaborative process, seeking to place children in their “home” school. The collaboration with teachers, IEP casemanagers, program leadership, program coordinators and families, contributes to the overall inclusion of children of differing abilities into the Duluth Preschool Program.



**Transportation Internal Monitoring:** Transportation is monitored three times per year, at the beginning of the school year, after the winter break, and in April following Spring break

We look to see upon arrival at school that

- Bus vests are being used
- Children are not released until teachers are present
- Staff are maintaining active supervision as they walk children to the classroom

- Drivers have current Release To information
- Drivers are in possession of a current route sheet

At home drop off stops we look to see that

- Parents are going up to the bus to pick children up

When a child is returned to school because an adult was not present, that provides evidence that our plan is being followed.

Bus Concern Forms are used when staff or families have concerns about a parent, driver, or child's behaviors. This form is sent to our Enrollment Coordinator who follows up with them. Bus Concern forms were completed in 2025-26, through an on-line platform. In addition, the District Transportation Coordinator, follows up with our Transportation Coordinator, regarding any ridership concerns.

## Enrollment

We were identified in 2023 as being chronically under enrolled. This was due, in large part, to us limiting enrollment in classrooms struggling with challenging student behavior. Some behaviors made it difficult to keep classrooms safe.

We have worked toward and maintained the required full enrollment for the 2024-25 and 2025-26 school year. We continue to review our enrollment process annually, making any needed adjustments to the process. Contributing to this process is the quarterly Office Flow Meeting. This meeting has been established to create pathways for talking through changes, challenges, and celebrations, in the Duluth Preschool Office culture.

Finally, we have created a recruitment team, including our clerical team member, our business manager, the ERSEA Coordinator, the Inclusion Coordinator, and the

Director that meets 2 times per year to look at sites that may need strategic recruitment and child placements, along with a recruitment timeline to keep us on track with the many tasks involved in launching a new program year.

## Family Engagement

Parent Committee meetings at sites have had low attendance (2-11 families), with the exception of the very first one of the year: the Ice Cream Social, held in September and early October, which had 8-17 families in attendance across all sites. We have seen success in bringing families together, when we invite them from across the city to meet at community sites like The Depot or Bayfront Park. Attendance numbers up to 117 individuals have been recorded at the city-wide events. Attendance at city wide events feels satisfying for family advocates and pleasurable for families, allowing both to connect over preselected themes like, health and wellness, challenging behaviors, nutrition, mental health, and family routines.

## Program Facilities

Per Head Start and the Department of Human Services: Minnesota Child Care Centers need a minimum of 35 square feet of usable indoor space per child, with specific exclusions like hallways and closets, but centers also need 75 sq. ft. per child outdoors. Up to 25% of space occupied by furniture or equipment can count towards the total.

The current funding allows for 306 student slots. There are 8 classrooms currently accepting student placement, with 18 class sessions= 18 students per session

## Program Staffing

Past practice was also used this program year to support the need for teacher subs. Certified staff: Family Advocates and Program Coordinators select 2 days per month as: “back up” teacher/para subs. Community Education is funding a float paraprofessional position, beginning 1/5/26 and ending 3/31/26.

The number of teacher absences (Frontline) September: 13/ October: 27 /November: 24 /December: 25.5/January 22/February 23/March 19. The number of para absences(Frontline) September: 38/October: 41 /November: 35 /December: 35.5/January 46/February 44/March 48 The requirement for fingerprinting of subs increased the difficulty in filling absences, through Kelly Education. There are currently 13 teacher subs and 11 paraprofessional subs, who meet the fingerprinting requirement.

## Noteworthy Additions

The Office of Head Start has indicated that the competitive NOFO grant will be released during the Summer of 2026. Competition allows us an opportunity to redefine how our program responds to identified community needs.

## Recommendations

The following program wide recommendations support continuous quality improvement.

1. Continue to explore opportunities to hire and engage more substitute paraprofessionals and teachers, through a continued partnership with Kelly Education
2. Continue to build staff capacity in working with challenging child behaviors, both through strengthening intervention strategies, teacher mentoring and collaborative observations and ongoing parent partnership
3. Continue Internal Monitoring, supporting individual sites and staff through a parallel process seeking optimal outcomes for our children and their families.
4. Continue to support teams in inputting data through Child Plus and Educlimber (BIRs), informing program decisions through data collections and exploration.
5. Continue to explore program goals for the NOFO 2026-31

By signing below, this report has been approved by the Governing Board and Head Start Policy Council.

\_\_\_\_\_ Kelly Durick-Eder, School Board Chair

\_\_\_\_\_ Date

\_\_\_\_\_ Danielle Baublitz, Policy Council Chair

\_\_\_\_\_ Date



## **Transportation Waiver for Duluth Head Start FY 2027**

- Voluntary PreK is required to provide transportation to and from school for 4 year olds
- Due to this, we are asking that 4 year old Head Start children also be allowed to ride the bus to and from school. We know transportation can be a significant barrier to accessing preschool for families experiencing poverty.
- We are asking to waive the following Head Start regulations:
  - Restraints 1303.71(d) and 1303.72(a)(1)
  - Monitors 1303.72(a)(4)
- Our Parent Policy Council supports this plan contingent on maintaining the following safety provisions:
  - Preschool children will wear reflective vests making them highly visible to the bus drivers and other staff, both to and from school
  - Preschool children will sit in seats closest to the driver
  - An adult must meet the children at the bus door at drop off, and must bring the child to the bus door at pick up. We encourage parents to establish communication with the driver.
  - Unfamiliar designated adults must present an ID to the bus driver when picking up a child from the bus.
  - All Head Start children must participate in a bus safety presentation on the first day of school.
  - Riding the bus is voluntary, so parents may choose to self transport if they prefer.
    - The number of four year olds varies from year to year.

We appreciate your commitment to removing barriers for children whose families are experiencing poverty by safely getting preschool children to and from school. We know establishing patterns of regular attendance is very important for school success, and we can directly correlate transportation increased attendance.

By signing below, you are acknowledging that this waiver has been approved.

\_\_\_\_\_ Kelly Durick-Eder, School Board Chair

\_\_\_\_\_ Date

\_\_\_\_\_ Danielle Baublitz, Policy Council Chair

\_\_\_\_\_ Date

## **COW Agenda Cover Sheet**

**Meeting Date: April 7, 2026**

**Topic: Graduation Rates 2025**

**Presenter(s): Jen Larva, Brenda Spartz**

**Attachment: Pending**

**Brief Summary of Presentation or Topic (no more than a few sentences): The recent graduation rates for 2025 have been released and will be public on Friday, April 3. We will review the state, district and site results. There are many celebrations to be shared!**

**This Requires School Board Approval : No**

# **2025 Graduation Data**

(Analysis Year)

**Reporting Year 2026**

(Accountability Year)

## 2025: Duluth Public Schools by School / Program

### 4 Year Graduation Rate




School / Program	% Graduated: All Students			% Increase or Decrease
	2023	2024	2025	2024 vs 2025
★ Denfeld (n=197)	74.4%	76.9%	84.8%	7.9%
★ ALC Independent Study (n=143)	33.6%	37.6%	40.6%	3.0%
★ East (n=366)	94.3%	95.4%	95.9%	0.5%
Duluth Area Learning Center (n=40)	34.1%	68.4%	67.5%	-0.9%
AEO (n=22)	79.5%	88.9%	72.7%	-16%

Yellow Highlighted Data = Spring 2025 graduation data; reporting year 2026

n= Number of students included in group

## 2025: Duluth Public Schools by Students Groups

### 4 Year Graduation Rate

Group	2023	2024	2025	24 vs 25
 <b>All Students</b> (n=770)	74.9%	79.1%	80.4%	1.3%
<b>Two or More Races</b> (n=45)	65.1%	77.5%	71.1%	-6.4%
 <b>Hispanic</b> (n=23)	66.7%	76.9%	78.3%	1.4%
<b>Black</b> (n=35)	45.2%	54.3%	51.4%	-2.9%
<b>American Indian</b> (n=73)	48.3%	56.1%	52.1%	-4.1%
 <b>Asian</b> (n=8)	---	90.9%	---	---
<b>White</b> (n=586)	80.1%	83.7%	86.2%	2.5%

*Yellow Highlighted Data = Spring 2025 graduation data; reporting year 2026*

*--- = Not counted in accountability average due to <20 students*

*n= Number of students included in group*

## 2025: Duluth Public Schools by Comparison Groups

Student Group	Eligible: Free or Reduced Meals				Not Eligible: Free or Reduced Meals			
	2023	2024	2025	24 vs 25	2023	2024	2025	24 vs 25
<b>All</b>	54.4%	64.7%	<b>68.1%</b>	3.4%	91.0%	92.7%	<b>92.1%</b>	-0.6%
<b>Two or More Races</b>	56.3%	72.4%	<b>67.6%</b>	-4.8%	90.9%	90.9%	<b>81.8%</b>	-9.1%
<b>Hispanic</b>	54.5%	85.7%	<b>76.9%</b>	-8.8%	80.0%	66.7%	<b>80.0%</b>	13.3%
<b>Black</b>	34.6%	55.0%	<b>50.0%</b>	-5.0%	---	---	---	---
<b>American Indian</b>	39.1%	45.3%	<b>48.4%</b>	3.1%	83.3%	100.0%	<b>72.7%</b>	-27.3%
<b>Asian</b>	---	---	---	---	---	---	---	---
<b>White</b>	60.2%	68.4%	<b>74.7%</b>	6.3%	91.3%	93.9%	<b>93.8%</b>	-0.1%

Yellow Highlighted Data = Spring 2025 graduation data; reporting year 2026

## 2025: Duluth Public Schools by Comparison Groups

Student Group	Qualified: Special Education				Not Qualified: Special Education			
	2023	2024	2025	24 vs 25	2023	2024	2025	24 vs 25
<b>All</b>	52.7%	58.0%	<b>61.7%</b>	3.7%	79.7%	84.1%	<b>84.1%</b>	0.0%
Two or More Races	---	---	---	---	69.4%	87.1%	<b>73.0%</b>	-14.1%
Hispanic	---	80.0%	---	---	64.3%	75.0%	<b>78.9%</b>	3.9%
Black	36.4%	50.0%	<b>45.5%</b>	-4.5%	50.0%	57.1%	<b>54.2%</b>	-2.9%
American Indian	40.0%	45.0%	<b>47.6%</b>	2.6%	52.6%	60.9%	<b>53.8%</b>	-7.1%
Asian	---	---	---	---	---	90.9	---	---
White	56.6%	61.3%	<b>66.3%</b>	5.0%	84	87.7%	<b>89.5%</b>	1.8%

Yellow Highlighted Data = Spring 2025 graduation data; reporting year 2026

# Denfeld High School: 2025 Graduation Performance

Student Group	2024 Rate	2025 Rate	Change
All Students	76.92%	84.77%	+7.85
American Indian	62.5%	74.02%	+11.52
Black	50.0%	53.33%	+3.33
Two or More Races	73.33%	88.24%	+14.91
Free/Reduced Meals	66.2%	78.15%	+11.95
Special Education	54.17%	51.16%	-3.01

# East High School: 2025 Graduation Performance

Student Group	2024 Rate	2025 Rate	Change
All Students	95.41%	<b>95.90%</b>	+0.49
American Indian	**	**	--
Black	**	**	--
Two or More Races	93.75%	<b>93.75%</b>	0.00
Free/Reduced Meals	89.62%	<b>92.38%</b>	+2.76
Special Education	80.43%%	<b>84.00%</b>	+3.57

# ALC: 2025 Graduation Performance

ALC Seat-based			
Student Group	2024	2025	Change
All Students	68.42%	<b>67.5%</b>	<b>-0.92</b>
American Indian	**	**	**
Black	**	**	**
Free/Red. Meals	80.0%	<b>64.52%</b>	<b>-15.48</b>
Special Ed.	**	**	**

ALC (IS) Independent Study			
Student Group	2024	2025	Change
All Students	37.59%	<b>40.56%</b>	<b>+2.97</b>
American Indian	**	**	--
Black	**	**	--
Free/Red. Meals	33.66%	<b>36.04%</b>	<b>+2.38</b>
Special Ed.	28.57%	<b>30.77%</b>	<b>+2.20</b>



# Graduation Status Definition

## Graduate

- Graduates within 4 years of entering 9th grade
- Qualifies if requirements met during summer of 4th year and entered in MARSS by Sept 15th

## Continuing

- Does not graduate within 4 years, but continues enrollment towards a 5, 6, or 7 year graduation

## Dropout

- Officially drops during the 4 years at HS
- Reasons: social, financial, aged out, marriage, pregnancy
- Counted at HS attended for most time

## Unknown

- No enrollment found; leaves HS
- MARSS number not enrolled in any MN school
- Example: summer move out of state without notifying district

## 2025: Duluth Public Schools by Status

### 4 Year Graduation Rate

Total Students Eligible to Graduate within 4 Yrs =		770
Graduation Status	# Students by Status	% by Status
Graduate	619	80.4%
Continuing	97	12.6%
Unknown	28	3.6%
Dropout	26	3.4%

# By Program

In the ALL STUDENTS Group

Site	Number Graduated	Total Number in Cohort	Percent
Denfeld	167	197	84.7%
East	351	366	95.9%
ALC (combined)	85	183	46.4%
AEO	16	22	72.7%
Care and Treatment (Combined)	2	36	5.6%

Our traditional sites have a combined graduation rate of 92%



Care and Treatment includes Rockridge, Arrowhead Academy, Superior Academy and Bethany Crisis Shelter

# Questions?



## **COW Agenda Cover Sheet**

**Meeting Date: 4/7/2026**

**Topic: Child Nutrition Supper Meal Audit**

**Presenter(s): Sheila Oak**

**Attachment: Copy of the Audit findings and corrective action plans**

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

The Denfeld Supper Meal program was audited by MDE-FNS (Food and Nutrition Services) in October 2025. This is the findings of that audit and the corrective action taken.

**This Requires School Board Approval :**

## Child Nutrition Program March 2026

### Number of Employees

3 Administrative  
1 Food Service equipment technician  
15 Certified Food Protection Managers  
50 Helpers (5 open jobs currently)  
19 Dishwashers and 4 Subs

### Programs Serviced

**Average daily meals/snacks—7915 -- Plus Ala Carte sales**

Breakfast  
Lunch  
Afterschool Snack  
HeadStart Breakfast  
HeadStart Lunch  
Fresh Fruit and Vegetable Program-Myers Wilkins  
Afterschool Super Snack-Denfeld  
Harbor City International School Lunch Meals catered daily  
Summer Breakfast  
Summer Lunch

### Bids within Program

Food  
Milk  
Bread

### Audits

Administrative Audits from USDA/MDE-FNS—Every 3-5 years  
Summer Meals--Yearly  
New programs-- Yearly  
Health Department –2 times a year to each school  
Also involved when Head start is audited or Harbor City, or the District as a whole.

### Free and Reduced Lunch applications

1200 per year (computer and hand calculated)  
Majority are Directly Certified through the State of Minnesota  
Verification Process –3% random pull once yearly

### Menus

Meet USDA guidelines  
Special diets also honored, Gluten free, Lactose free, Peanut Free, etc.  
Managed by Software and ProTeam consultants  
4-week repeating lunch menu cycle

### Staff Continuing Educational Requirements

Managers are Certified Food Protection managers- Need 4 hours refresher every 3 years  
Initial course and exam to obtain certification.

USDA requires:

Managers 10 hours  
20+ hour employees 6 hours  
20 or less hours 4 hours  
School District annual computer-based training VECTOR

### School Lunch Accounts

Monthly Billings over -10.00

### Software Programs

**Infinite Campus**— This is the point of service system used to run our program. Handles F/R/P information, lunch account balances, meal counts, bills, etc.

**PROTEAM HEALTHY MENUS**—Menu software, nutrient analysis. Managed by an outside company for us, Fulfills all requirements from USDA for product labels and audit assistance.





## **Child Nutrition Programs – Child and Adult Care Food Program Review Report**

**Duluth ISD #709 (1000003456)**

**Sponsor Review Date: November 19, 2025**

**Date Findings Discussed with Sponsor: November 19, 2025**

**Corrective Action Due Date: January 16, 2026**

**Site Reviewed and Review Date: Denfeld Senior High School - November 19, 2025**

**Month of Review: October 2025**

**Lead Reviewer and Additional Team Members: Nancy Brady, R.D., SNS, CFPM and Christine Miller**

**Sponsor Representative: Sheila Oak, Food Service Director**

**Instructions: Please utilize this format to develop a corrective action plan within the table below for each finding identified in this review report.**

**1. Who**

List the names and job titles of all staff responsible for:

- Correcting the finding, and
- Maintaining the corrective actions going forward.

**2. What and How**

Describe the steps you have taken or will take to correct the finding(s). Include:

- Specific actions taken
- Any new or updated processes or procedures
- How often each procedure will be done, for example, daily, weekly, monthly.

**3. When**

Provide the date(s) the corrective actions were or will be implemented.

**4. Supporting Documentation**

Attach documents that support your corrective actions, if applicable. Examples include:

- Staff training records
- Meal count records
- Updated menus, procedures, or checklists

*How to Submit Your Response*

1. Save this report as a **Word** document.
2. Enter your corrective action in the 'Sponsor Corrective Action Column' next to each finding.
3. Attach your supporting documents.
4. Email the **Word** document and all attachments together to the lead reviewer.

If your corrective action response is incomplete or unclear, MDE will contact you to revise it.

*Sponsor Level Findings*

Area	Finding ID and Description	Required Corrective Action	Sponsor Corrective Action
<p>1200 Training—CACFP At-Risk Afterschool Meals Program Training Sponsoring Organization</p>	<p>1202SP. All afterschool program staff (i.e. Coordinators for DASH, Sport Teams and Debate Club) did not receive annual <i>CACFP At-Risk Afterschool Meals Program</i> training pertinent to their specific responsibilities and duties. Also, documentation (i.e. agenda, attendance date and names of participants) was not available to demonstrate that afterschool program staff received annual CACFP training.</p>	<p>Corrective Action: Describe your plan to correct this finding.</p> <p><b>Technical Assistance:</b> Require all afterschool program staff that work with students who will access the At-Risk Afterschool Meals Program to attend an annual training on the At-Risk Afterschool Meals Program. You can meet individually with staff and provide training pertinent to their specific responsibilities and duties OR use MDE’s Brighton training course available on our website (MDE-213 CACFP Annual Training for At-Risk Afterschool Care Center 2026).</p>	<p>Who: Sheila Oak DTR, Supervisor of Child Nutrition</p> <p>What and How: Require all staff involved with the afterschool meals program to meet individually with myself or a member of my office staff to get training that is pertinent to their specific duties in the meal service process. Have them sign the signature page when done training.</p> <p>When: Starting 12/1/25</p> <p>Supporting Documentation: Labeled A 3 pages</p>
<p>MDE Response to Sponsors Corrective Action Plan:</p>			
<p>1200 Training—Civil Rights Training Sponsoring Organization</p>	<p>1210SP. Staff from DASH who work with the public and participants of the CACFP At-Risk Afterschool Meals Program did not receive annual <i>Civil Rights training</i>. In addition, documentation (i.e. agenda, attendance date and names of participants) was not available to</p>	<p>Corrective Action: Describe your plan to correct this finding.</p>	<p>Who: Sheila Oak DTR, Supervisor of Child Nutrition</p> <p>What and How: Civil Rights training will be provided to the DASH staff involved in meal distribution and attendance. Foodservice employees involved in Prep and paperwork will have civil rights training annually.</p>

Area	Finding ID and Description	Required Corrective Action	Sponsor Corrective Action
	demonstrate that Civil Rights training was provided.		<p>The materials will be provided to the employees involved with training or they may watch the VECTOR video until the USDA video is updated.</p> <p>When: 12/1/2025</p> <p>Supporting Documentation: Labeled B 29 pages</p>
MDE Response to Sponsors Corrective Action Plan:			
<p><b>Observation and Recommendation:</b> It was noted during the review that all district employees received Civil Rights training produced by Vector Solution K-12 edition. Vectors civil rights training module has some outdated information in it but it can still be used until USDA updates their materials and training tools.</p>			

Area	Finding ID and Description	Required Corrective Action	Sponsor Corrective Action
<p>1600 Eligibility— Program and Participant</p>	<p>1604SP. Approximately half of the total number of At-Risk afterschool suppers that were served and claimed for reimbursement during this school year were provided to students who were <b>not</b> participating in an eligible afterschool care program. Many students were served the cold bagged supper and either left the school site or remained on site to consume the meal but did not plan to participate in any afterschool program.</p> <p>This is a repeat finding that was cited during an administrative review conducted in April 2023.</p>	<p>Corrective Action: Describe your plan to correct this finding.</p> <p><b>Technical Assistance:</b></p> <p><b>Participant Eligibility:</b> At-Risk Afterschool Programs may claim reimbursement ONLY for meals and/or snacks served to students (age 18 or under) who participate in an eligible Afterschool Program and who are “in the care” of the after-school program staff and only on days when the qualifying enrichment or educational program is offered. In addition, all meals and/or snacks served in the At-Risk Afterschool Meals Program must be eaten on site in a congregate setting.</p> <p><b>Program Eligibility:</b> Afterschool programs must be organized primarily to provide “care for children” after school or on the weekends, holidays, or school release days during the regular school year. Each identified afterschool program must provide organized regularly scheduled education or enrichment activities in a structured and supervised environment.</p>	<p>Who: Sheila Oak DTR, Supervisor of Child Nutrition—Responsible for corrective action and ongoing review of process</p> <p>What and How: Team or program leaders will be responsible for Picking up and distributing the bag meals, as well as maintaining the attendance and meal taken paperwork.</p> <ol style="list-style-type: none"> <li>1. Program coaches or leaders will contact the Child Nutrition program of their desire to have afterschool meals for their group of students staying after school to participate in their enrichment program or sport.</li> <li>2. The team leader will be given the program training materials and Civil Rights training materials to review before they begin their role in the distribution of meals.</li> <li>3. The Team leader will be responsible for keeping the attendance sheet as well as the meal taken sheet that is given to them daily with the meals.</li> <li>4. The meals will be picked up from the cafeteria by 2:45 daily. The team leader or coach will distribute the meals to their group and the meals will be eaten as a group within the school district buildings.</li> <li>5. The attendance sheets will be returned the next day with the cooler and any unused meals.</li> </ol>

Area	Finding ID and Description	Required Corrective Action	Sponsor Corrective Action
			<p>6. Meal counts are to be lowered or raised daily by contacting the Child Nutrition office or the cafeteria.</p> <p>When: This new process of distribution began on 12/1/2025.</p> <p>Supporting Documentation: Online DASH attendance/meal consumption sheet</p> <p>Paper meal recording sheet that will be given to new participants in the program that will not be using an online form.</p> <p>Labeled C 3 pages</p>
MDE Response to Sponsors Corrective Action Plan:			

*Site Level Findings*

100002233 – Denfeld Senior High School

**DATE OF VISIT**

Area	Finding ID and Description	Required Corrective Action	Sponsor Corrective Action
300 Meal Counting/Claiming— Day of Review	302. Daily attendance information was <b>only</b> collected and recorded for students who participated in afterschool programs offered by DASH. No other afterschool programs offered at Denfeld High School collected/recorded or maintained daily attendance information of their program participants.	<p>Corrective Action: Describe your plan to correct this finding.</p> <p><b>Technical Assistance:</b> Attendance information must be recorded daily on a roster of student’s names for each eligible afterschool program. Site staff must compare daily meal and/or snack counts to daily attendance information to ensure that the number of meals and/or snacks served does not exceed the total number of students in attendance.</p>	<p>Who: Sheila Oak DTR, Supervisor of Child Nutrition—Responsible for corrective action and ongoing review of process</p> <p>What and How: Team or program leaders will be responsible for Picking up and distributing the bag meals, as well as maintaining the attendance and meal taken paperwork.</p> <ol style="list-style-type: none"> <li>1.Program coaches or leaders will contact the Child Nutrition program of their desire to have afterschool meals for their group of students staying after school to participate in their enrichment program or sport.</li> <li>2.The team leader will be given the program training materials and Civil Rights training materials to review before they begin their role in the distribution of meals.</li> <li>3.The Team leader will be responsible for keeping the attendance sheet as well as the meal taken sheet that is given to them daily with the meals.</li> <li>4. The meals will be picked up from the cafeteria by 2:45 daily. The team leader or coach will distribute the meals to their group and the meals will be eaten as a group within the school district buildings.</li> <li>5.The attendance sheets will be returned the next day with the cooler and any unused meals.</li> </ol>

Area	Finding ID and Description	Required Corrective Action	Sponsor Corrective Action
			<p>6. Meal counts are to be lowered or raised daily by contacting the Child Nutrition office or the cafeteria.</p> <p>When: This new process of distribution began on 12/1/2025.</p> <p>Supporting Documentation: Online DASH attendance/meal consumption sheet</p> <p>Paper meal recording sheet that will be given to new participants in the program.</p> <p>Labeled C 3 pages</p>
MDE Response to Sponsors Corrective Action Plan:			
<p>300 Meal Counting/Claiming— Five Day Reconciliation assessment conducted during the administrative review in November 2025.</p>	<p>304. After reviewing the “five-day reconciliation period,” which is assessed during our administrative review of Denfeld’s November supper meal counts, versus available attendance information, it was noted that the site's daily meal counts exceeded attendance information on the following days: November 11, 13, 17 and 18.</p>	<p>Corrective Action: When preparing your November 2025 claim for reimbursement kept in mind that the number of suppers that can be claimed for reimbursement on a daily basis can only reflect the number of students who attended the afterschool programing in DASH and received a meal.</p>	<p>Who: Sheila Oak, DTR, Supervisor of Child Nutrition</p> <p>What and How: The meal counts of students that were attending the afterschool DASH program and the students that punched in for meals were cross referenced and only those students attending DASH will be claimed for having a meal.</p> <p>When: When preparing the November claim on December 1, 2025.</p> <p>Supporting Documentation:</p>

Area	Finding ID and Description	Required Corrective Action	Sponsor Corrective Action
			<p>The comparison sheet and the final total for the claim.</p> <p>Labeled D 3 sheets (I did a revised claim after finding a math error)</p>
MDE Response to Sponsors Corrective Action Plan:			
<p>300 Meal Counting/Claiming—Review Period</p>	<p>305. Daily attendance records were not accurately maintained during the review period for all At-Risk afterschool participants. Attendance records were only maintained for students attending afterschool programs offered by DASH. No other afterschool programs (i.e. Sport Teams, Debate, etc.) recorded or submitted daily attendance information on a roster of student’s names.</p>	<p>Corrective Action: Describe your plan to correct this finding.</p> <p><b>Technical Assistance:</b> Regulations state that At-Risk Afterschool Programs may claim reimbursement <b>ONLY</b> for meals and/or snacks served to students who participate in an approved Afterschool Program.</p>	<p>Who: Sheila Oak DTR, Supervisor of Child Nutrition—Responsible for corrective action and ongoing review of process</p> <p>What and How: Team or program leaders will be responsible for Picking up and distributing the bag meals, as well as maintaining the attendance and meal taken paperwork.</p> <ol style="list-style-type: none"> <li>1. Program coaches or leaders will contact the Child Nutrition program of their desire to have afterschool meals for their group of students staying after school to participate in their enrichment program or sport.</li> <li>2. The team leader will be given the program training materials and Civil Rights training materials to review before they begin their role in the distribution of meals.</li> <li>3. The Team leader will be responsible for keeping the attendance sheet as well as the meal taken sheet that is given to them daily with the meals.</li> <li>4. The meals will be picked up from the cafeteria by 2:45 daily. The team leader or coach will distribute the meals to their group and the meals will be eaten as a group within the school district buildings.</li> </ol>

Area	Finding ID and Description	Required Corrective Action	Sponsor Corrective Action
			<p>5.The attendance sheets will be returned the next day with the cooler and any unused meals.</p> <p>6. Meal counts are to be lowered or raised daily by contacting the Child Nutrition office or the cafeteria.</p> <p>When: : This new process of distribution began on 12/1/2025.</p> <p>Supporting Documentation: Online DASH attendance/meal consumption sheet</p> <p>Paper meal recording sheet that will be given to new participants in the program.</p> <p>Labeled C</p>
MDE Response to Sponsors Corrective Action Plan:			
<p>300 Meal Counting/Claiming— Review Period</p>	<p>308., 314f and 314g. Daily meal counts (suppers) reported during the review month of October 2025 were greater than daily attendance information on the following dates: October 2, 6, 7, 8, 9, 13, 14, 15, 20, 21, 22, 23, 27, 28, 29, and 30.</p> <p>A combination of these two issues contributed to this finding: 1. Suppers were offered and served to students who were not “in care,” or in other words not participating in an afterschool program. Specifically, students received a supper and either left</p>	<p>Corrective Action: Describe your plan to correct this finding.</p> <p>Meal count adjustments are summarized on the “Claim for Reimbursement Adjustment Form At Risk” an Excel spreadsheet which is attached to the email along with this review report.</p> <p>Overpayments identified during a CACFP review are totaled and if they exceed \$600, funds must be recovered. Refer to the review cover letter/email for more information. Sponsors may appeal actions taken by the Minnesota Department of</p>	<p>Who: Sheila Oak, DTR, Supervisor of Child Nutrition</p> <p>What and How: The meal counts of students that were attending the afterschool DASH program and the students that punched in for meals were cross referenced and only those students attending DASH will be claimed for having a meal.</p> <p>When: When preparing the November claim on December 1, 2025.</p> <p>Supporting Documentation:</p>

Area	Finding ID and Description	Required Corrective Action	Sponsor Corrective Action
	<p>the school building or stayed on site but had no intention of participating in any afterschool program.</p> <p>2. Daily attendance records of students who participated in eligible afterschool programs were not kept by staff who operated these afterschool programs. If attendance records had been maintained the suppers that their participants received could have been claimed for reimbursement. The DASH afterschool program was the only group that maintained daily attendance information of their participants.</p> <p>Note: Going forward, the total number of At-Risk Afterschool Meal Program suppers that can be claimed for reimbursement can <b>ONLY</b> reflect the number of meals served to students who attend an eligible afterschool program.</p>	<p>Education (MDE) in accordance with the CACFP Appeal Procedure, which is also attached to the email along with the review report.</p> <p>If an appeal is not received within the specified time frame, MDE will adjust the claim for reimbursement.</p>	<p>The comparison sheet and the final total for the claim. The November Claim</p> <p>Labeled D</p>
MDE Response to Sponsors Corrective Action Plan:			
300 Meal Counting/Claiming— Review Period	314a. Average Daily Attendance (ADA) was incorrectly reported on the review month claim for reimbursement. An enrollment figure of 440 students was reported as the ADA instead of a calculated average number of students who attend/participate	<p>Corrective Action: Describe your plan to correct this finding.</p> <p><b>Technical Assistance:</b> To accurately calculate Average Daily Attendance (ADA) which is reported on the Monthly Claim for Reimbursement: add together daily attendance for the reporting month to equal total</p>	<p>Who: Sheila Oak, DTR, Supervisor of Child Nutrition</p> <p>What and How: I will add up the monthly attendance for the DASH program and divide it by the number of reporting days to come up with the average daily attendance</p>

Area	Finding ID and Description	Required Corrective Action	Sponsor Corrective Action
	daily in the school's afterschool programs.	<p>monthly attendance. Next, divide total monthly attendance by the number of operational days in the reporting month to equal Average Daily Attendance.</p> <p>Total Monthly Attendance ÷ Operational Days = ADA</p>	<p>When: December 1, 2025</p> <p>Supporting Documentation: Labeled E 1 page Decembers claim also shows the average daily attendance as 27. 268 divided by 10=26.8 or 27.</p>
MDE Response to Sponsors Corrective Action Plan:			
300 Meal Counting/Claiming— Review Period	314j. The sponsor incorrectly reported the total number of suppers served on the October 2025 monthly claim for reimbursement because daily totals were sourced from the Food Production Records and incorrectly included suppers served to students who were not participating in an afterschool program.	Corrective Action: Describe your plan to correct this finding.	<p>Who: Sheila Oak DTR, Supervisor of Child Nutrition—Responsible for corrective action and ongoing review of process</p> <p>What and How: Team or program leaders will be responsible for Picking up and distributing the bag meals, as well as maintaining the attendance and meal taken paperwork.</p> <ol style="list-style-type: none"> <li>1.Program coaches or leaders will contact the Child Nutrition program of their desire to have afterschool meals for their group of students staying after school to participate in their enrichment program or sport.</li> <li>2.The team leader will be given the program training materials and Civil Rights training materials to review before they begin their role in the distribution of meals.</li> <li>3.The Team leader will be responsible for keeping the attendance sheet as well as the meal taken sheet that is given to them daily with the meals.</li> <li>4. The meals will be picked up from the cafeteria by 2:45 daily. The team leader or</li> </ol>

Area	Finding ID and Description	Required Corrective Action	Sponsor Corrective Action
			<p>coach will distribute the meals to their group and the meals will be eaten as a group within the school district buildings.</p> <p>5.The attendance sheets will be returned the next day with the cooler and any unused meals.</p> <p>6. Meal counts are to be lowered or raised daily by contacting the Child Nutrition office or the cafeteria.</p> <p>7. The claim will only include meals that were counted on the attendance sheet as well as the meal taken sheet.</p> <p>When: This new process of distribution began on 12/1/2025.</p> <p>Supporting Documentation: Online DASH attendance/meal consumption sheet</p> <p>Paper meal recording sheet that will be given to new participants in the program.</p>
MDE Response to Sponsors Corrective Action Plan:			

Area	Finding ID and Description	Required Corrective Action	Sponsor Corrective Action
500 Meal Service— Day of Review	503. Not all suppers were consumed on-site.	<p>Corrective Action: Describe your plan to correct this finding.</p> <p><b>Technical Assistance:</b> Meals and/or snacks served in the CACFP Afterschool Meals Program must be consumed on-site in a congregate setting. In addition, participants can take one vegetable or one fruit or one prepackaged grain item off-site to eat at a later time. The one food item a student takes off-site must be from the students own meal or from a share table.</p>	<p>Who: Sheila Oak, DTR, Supervisor of Child Nutrition</p> <p>What and How: Educating the group leaders handing out meals to students on the rules and regulation of the meal program. Explaining that meals are to be consumed on site and that participants can take one vegetable or one fruit or one prepackaged grain item off-site to eat at a later time</p> <p>When: December 1, 2025</p> <p>Supporting Documentation: Labeled A Part of the training for group leaders</p>
MDE Response to Sponsors Corrective Action Plan:			
1600 Eligibility - Participant and Site	1603. Some At-Risk suppers are served to students who are not participating in an approved afterschool care program.	<p>Corrective Action: Describe your plan to correct this finding.</p> <p>Meal count adjustments are summarized on the “Claim for Reimbursement Adjustment Form At Risk” an Excel spreadsheet which is attached to the email along with this review report. Options you can take regarding these adjustments are discussed in the Required Corrective Action column for Area 300 Meal Counting/Claiming—Review Period,</p>	<p>Who: Sheila Oak DTR, Supervisor of Child Nutrition—Responsible for corrective action and ongoing review of process</p> <p>What and How: Team or program leaders will be responsible for Picking up and distributing the bag meals, as well as maintaining the attendance and meal taken paperwork.</p> <p>1.Program coaches or leaders will contact the Child Nutrition program of their desire to have afterschool meals for their group of</p>

Area	Finding ID and Description	Required Corrective Action	Sponsor Corrective Action
		Finding ID and Description numbers 308., 314f and 314g.	<p>students staying after school to participate in their enrichment program or sport.</p> <p>2.The team leader will be given the program training materials and Civil Rights training materials to review before they begin their role in the distribution of meals.</p> <p>3.The Team leader will be responsible for keeping the attendance sheet as well as the meal taken sheet that is given to them daily with the meals.</p> <p>4. The meals will be picked up from the cafeteria by 2:45 daily. The team leader or coach will distribute the meals to their group and the meals will be eaten as a group within the school district buildings.</p> <p>5.The attendance sheets will be returned the next day with the cooler and any unused meals.</p> <p>6. Meal counts are to be lowered or raised daily by contacting the Child Nutrition office or the cafeteria.</p> <p>When: This new process of distribution began on 12/1/2025.</p> <p>Supporting Documentation: Online DASH attendance/meal consumption sheet</p> <p>Paper meal recording sheet that will be given to new participants in the program.</p>
MDE Response to Sponsors Corrective Action Plan:			



## **COW Agenda Cover Sheet**

**Meeting Date: Tuesday, April 7, 2026**

**Topic: 2026-27 Preliminary Budget Presentation**

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

**Attachment: Yes – both powerpoint and pdf versions**

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

Simone will provide the 2026-27 preliminary budget presentation to the COW.

**This Requires School Board Approval :**

Approval in June, 2026

[www.ISD709.org](http://www.ISD709.org)

**Duluth**  
Public Schools

*Every Student. Every Day.*

# FISCAL YEAR 2026-27 PRELIMINARY BUDGET FINANCIAL PLANNING & PROJECTIONS

Prepared by: Simone Zunich  
Presented: COW Meeting, April 7, 2026

# Student Enrollment & Basic Revenue

**Average Daily Membership (ADM):** Projected at **8,175** (Increase from 8,125 in FY 26).

**Basic Formula Allowance:** Projected at **2.69%** increase or \$7,682 per pupil

**Levy Updates:** Revenue updated based on Pay 25 and Pay 26 cycles.

**Compensatory Aid:** \* Currently budgeted at **\$9,312,178** (based on MDE report).

# Special Education Funding

**FY 27 Revenue Projection:** \$27,530,933.

**FY 26 Revenue Revision:** Updated to \$31,341,962.

**Special Education General Fund Impact:** \* Currently accounts for **40%** of general fund programs.

- Setting 4 costs estimated between **\$500,000 – \$1,000,000**.

# Personnel & Benefit Assumptions

**Staff:** 2.5% average rollover applied

**Lane Changes:** Budgeted at 1.8%

**Insurance Premiums:** 15% estimated increase projected for both **Health** and **Liability** insurance

## **New Mandatory Obligations (Analytics Objects):**

- **Minnesota Family Medical Leave Act Paid Leave (MFMLA) (Obj 219): 5%**
- **Summer Unemployment (Obj 281): 5%**
- **Fund 02 (Food & Nutrition): 5% for Obj 281**

# Facilities & Site-Specific Needs

**Inflation Strategy:** 2.26% inflation applied *only* to Capital Projects (per Fed Reserve 5-yr projection)

- *Note:* Purchased services and supplies held flat to FY 26 levels

## **First Street Additional Staffing:**

- **1st St downtown:** \$350,000 (3.0 FTE )
- **Support:** \$150,000 (2 Custodians, 1 PT Clerical)
- *Note:* These assumptions may require further increases/decreases

# Unfunded Mandates & Contract Reviews

**READ Act:** Lane change costs of approx. **\$650,000** for FY 26 and and \$1,200,000 for FY 27.

**MFMLA:** While state-funded, the district must absorb the cost of substitutes.

**Summer Unemployment:** Funded by state through the end of FY 27.

**Efficiency Spotlight: \* Kelly Education:** Contracted costs were \$1.2M in FY 25.

- Analysis shows the district would pay ~33% more if handled internally; current contract represents a significant saving.

# Financial Outlook & Risk Assessment

## Spending Trends:

- FY 25 Overspend: **\$7,000,000**
- FY 26 Projected Overspend: **Minimum \$4,207,549**
- FY 27 Planned Budget Reductions: **\$4,000,000**

## Key Concerns:

- Special Education cost volatility
- Risk of **Statutory Operating Debt (SOD)** due to general fund depletion

## PROPOSED FISCAL YEAR 2026/2027 BUDGET

<b>REVENUES</b>	<b>Proposed FY 2027 Budget</b>	<b>EXPENDITURES</b>	<b>Proposed FY 2027 Budget</b>	<b>Dollar Change</b>
01 General Fund	\$149,157,649.00	01 General Fund	\$153,031,448.00	-\$3,873,799
02 Food Service	\$6,283,279.00	02 Food Service	\$6,365,884.00	-\$82,605
04 Community Service	\$7,983,518.00	04 Community Service	\$7,855,857.00	\$127,661
06 Construction		06 Construction		\$0
07 Debt Service	\$28,913,419.00	07 Debt Service	\$28,453,464.00	\$459,955
08 Trust	\$305,000.00	08 Trust	\$285,842.00	\$19,158
20 Internal Service	\$1,201,126.00	20 Internal Service	\$1,309,828.00	-\$108,702
79 Student Activities	\$523,886.00	79 Student Activities	\$438,705.00	\$85,181
<b>Subtotal - Revenues</b>	<b>\$194,367,877.00</b>	<b>Subtotal - Expenditures</b>	<b>\$197,741,028.00</b>	<b>-\$3,373,151</b>

# Questions & Concerns?

**Policy Committee Meeting**  
Duluth Public Schools, ISD 709

Agenda

Thursday, April 9, 2026

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

4:30 PM

**1. AGENDA ITEMS**

**2. POLICIES FOR FIRST READING - None**

**3. POLICIES FOR SECOND READING - None**

**4. POLICIES FOR REVIEW**

A. 208 Development Adoption and Implementation of Policies	2
B. 302 Superintendent	4
C. 211 Criminal or Civil Action Against School District, School Board Member, Employee, or Student	6
D. 401 Equal Employment Opportunity	9
E. 420 Communicable Diseases and Infectious Conditions	12
F. 604 Instructional Curriculum	15

**5. REGULATIONS - Informational**

**6. OTHER**

## **208 DEVELOPMENT, ADOPTION, AND IMPLEMENTATION OF POLICIES**

### **I. PURPOSE**

The purpose of this policy is to emphasize the importance of the policy-making role of the school board and provide the means for it to be an ongoing effort.

### **II. GENERAL STATEMENT OF POLICY**

Formal guidelines are necessary to ensure the school community that the school system responds to its mission and operates in an effective, efficient, and consistent manner. A set of written policies shall be maintained and modified as needed. Policies should define the desire and intent of the school board and should be in a form that is sufficiently explicit to guide administrative action.

### **III. DEVELOPMENT OF POLICY**

- A. The school board has jurisdiction to legislate policy with the force and effect of law for the school district. School district policy provides the school board's general direction for the school district while delegating policy implementation to the administration.
- B. The school district's policies provide guidelines and goals to the school community. The policies are the basis for guidelines and directives created by the administration. The school board shall determine the effectiveness of policies by evaluating periodic reports from the administration.
- C. Policies may be proposed by a school board member, employee, student, or resident of the school district. Proposed policies or ideas shall be submitted to the superintendent for review prior to possible placement on the school board agenda.

### **IV. ADOPTION AND REVIEW OF POLICY**

- A. The school board shall give notice of proposed policy changes or adoption of new policies by placing the item on the agenda of two school board meetings. The proposals shall be distributed and public comment will be allowed at both meetings.
- B. The final action taken to adopt the proposed policy shall be approved by a simple majority vote of the school board at a meeting after the two meetings at which public input was received. The policy will be effective on the latter of the date of passage or the date stated in the motion.
- C. In an emergency, a new or modified policy may be adopted by a majority vote of a quorum of the school board in a single meeting. A statement regarding the emergency and the need for immediate adoption of the policy shall be included in the minutes. The policy adopted in an emergency shall expire within one year following the emergency action unless the policy adoption procedure stated above is followed and the policy is reaffirmed. The school board shall have discretion to determine what constitutes an emergency.
- D. If a policy is modified with minor changes that do not affect the substance of the policy or because of a legal change over which the school board has no control, the modified policy may be approved at one meeting at the discretion of the school board.

**V. IMPLEMENTATION OF AND ACCESS TO POLICY**

- A. The superintendent shall be responsible for implementing school board policies, other than the policies that cover how the school board will operate. The superintendent shall develop administrative guidelines and directives to provide greater specificity and consistency in the process of implementation. These guidelines and directives, including employee and student handbooks, shall be subject to annual review and approval by the school board.
- B. Each school board member shall have access to school district policies. An electronic copy of the school district policies shall be placed on the district website. Paper copies shall be placed in the Superintendent’s office and shall be available for reference purposes to other interested persons.
- C. The superintendent, employees designated by the superintendent, and individual school board members shall be responsible for keeping the policy current.
- D. The school board shall review policies at least once every three years. The superintendent shall be responsible for developing a system of periodic review, addressing approximately one third of the policies annually. In addition, the school board shall review the following policies annually: 506 Student Discipline; 722 Public Data Requests; and 806 Crisis Management Policy.
- E. When no school board policy exists to provide guidance on a matter, the superintendent is authorized to act appropriately under the circumstances keeping in mind the mission, educational philosophy, and financial condition of the school district. Under such circumstances, the superintendent shall advise the school board of the need for a policy and present a recommended policy to the school board for approval.

**Legal References:** Minn. Stat. § 123B.02, Subd. 1 (School District Powers)  
Minn. Stat. § 123B.09, Subd. 1 (School Board Powers)

**Cross References:** MSBA/MASA Model Policy 305 (Policy Implementation)

Replacing: Policies 8065, 9065  
First Reading: 01-19-2016  
Adopted: 02-23-2106  
Updated: 02-27-2018  
Updated: 09-20-2022

## 302 SUPERINTENDENT

### I. PURPOSE

The purpose of this policy is to recognize the importance of the role of the superintendent and the overall responsibility of that position within the school district.

### II. GENERAL STATEMENT OF POLICY

The school board shall employ a superintendent who shall serve as an ex officio, nonvoting member of the school board and as chief executive officer of the school system.

### III. GENERAL RESPONSIBILITIES

- A. The superintendent is responsible for the management of the schools, the administration of all school district policies, and is directly accountable to the school board.
- B. The superintendent **or designee** shall annually evaluate each principal assigned responsibility for supervising a school building in the district.
- C. The superintendent may delegate responsibilities to other school district personnel, but shall continue to be accountable for actions taken under such delegation.
- D. Where responsibilities are not specifically prescribed, nor school board policy applicable, the superintendent shall use personal and professional judgment, subject to review by the school board.
- E. **Inform and make available to all School Board members prospective or other legal suits filed by or against the School District; offers to purchase school property; and petitions received by the School District.**

**Legal References:** Minn. Stat. § 123B.143 (Superintendent)

**Cross References:** MSBA/MASA Model Policy 202 (School Board Officers)  
MSBA/MASA Model Policy 208 (Development, Adoption, and Implementation of Policies)  
MSBA/MASA Model Policy 214 (Out-of-State Travel by School Board Members)  
MSBA/MASA Model Policy 301 (School District Administration)  
MSBA/MASA Model Policy 303 (Superintendent Selection)  
MSBA/MASA Model Policy 304 (Superintendent Contract, Duties, and Evaluation)

MSBA/MASA Model Policy 305 (Policy Implementation)  
MSBA/MASA Model Policy 306 (Administrator Code of Ethics)  
MSBA/MASA Model Policy 412 (Expense Reimbursement)  
MSBA/MASA Model Policy 510 (School Activities)  
MSBA/MASA Model Policy 511 (Student Fundraising)  
MSBA/MASA Model Policy 513 (Student Promotion, Retention, and Program Design)  
MSBA/MASA Model Policy 602 (Organization of School Calendar and School Day)  
MSBA/MASA Model Policy 605 (Alternative Programs)  
MSBA/MASA Model Policy 701 (Establishment and Adoption of School District Budget)  
MSBA/MASA Model Policy 704 (Development and Maintenance of an Inventory of Fixed Assets and a Fixed Asset Accounting System)  
MSBA/MASA Model Policy 802 (Disposition of Obsolete Equipment and Material)  
MSBA/MASA Model Policy 903 (Visitors to School District Buildings and Sites)  
MSBA/MASA Model Policy 905 (Advertising)  
MSBA/MASA Model Policy 906 (Community Notification of Predatory Offenders)  
MSBA/MASA Model Policy 907 (Rewards)  
~~MSBA Service Manual, Chapter 3, Superintendent of Schools~~

Replaces: 2010, 2015, 2050, 2065  
First Reading: 12-20-16  
Second Reading: 01-17-17 ISD 709

## **211 CRIMINAL OR CIVIL ACTION AGAINST SCHOOL DISTRICT, SCHOOL BOARD MEMBER, EMPLOYEE, OR STUDENT**

### **I. PURPOSE**

The purpose of this policy is to provide guidance about the school district's position, rights, and responsibilities when a civil or criminal action is pending against the school district, or a school board member, school district employee, or student.

### **II. GENERAL STATEMENT OF POLICY**

- A. The school district recognizes that, when civil or criminal actions are pending against a school board member, school district employee, or student, the school district may be requested or required to take action.
- B. In responding to such requests and/or requirements, the school district will take such measures as are appropriate to its primary mission of providing for the education of students in an environment that is safe for staff and students and is conducive to learning.
- C. The school district acknowledges its statutory obligations with respect to providing assistance to school board members and teachers who are sued in connection with performance of school district duties. Collective bargaining agreements and school district policies may also apply.

### **III. CIVIL ACTIONS**

- A. Pursuant to Minnesota Statutes section 466.07, subdivision 1, the school district shall defend and indemnify any school board member or school district employee for damages in school-related litigation, including punitive damages, claimed or levied against the school board member or employee, provided that the school board member or employee was acting in the performance of the duties of the position and was not guilty of malfeasance, willful neglect of duty, or bad faith.
- B. Pursuant to Minnesota Statutes section 123B.25(b), with respect to teachers employed by the school district, upon written request of the teacher involved, the school district must provide legal counsel for any school teacher against whom a claim is made or action is brought for recovery of damages in any tort action involving physical injury to any person or property or for wrongful death arising out of or in connection with the employment of the teacher with the school district. The school district will choose legal counsel after consultation with the teacher.

#### **C. Data Practices**

Educational data and personnel data maintained by the school district may be sought as evidence in a civil proceeding. The school district will release the data only pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13 and to the Family Educational Rights and Privacy Act, 20 United States Code section 1232g, and related regulations. When an employee is subpoenaed and is expected to testify regarding educational data or personnel data, the employee will inform the building administrator or designated supervisor, who shall immediately inform the superintendent or designee. No school board member or employee may release data without consultation in advance with the school district official designated as the responsible authority for the collection, use, and dissemination of data.

D. Service of Subpoenas

School district officers and employees will normally not be involved in providing service of process for third parties in the school setting.

E. Leave to Testify

Leave for employees appearing in court, either when sued or under subpoena to testify, will be considered in accordance with school district personnel policies and applicable collective bargaining agreements.

**IV. CRIMINAL CHARGES OR CONDUCT**

A. Employees

1. The school district expects that its employees serve as positive role models for students. As role models for students, employees have a duty to conduct themselves in an exemplary manner.
2. If the school district receives information relating to activities of a criminal nature by an employee, the school district will investigate and take appropriate disciplinary action, which may include discharge, subject to school district policies, statutes, and provisions of applicable collective bargaining agreements.
3. Pursuant to Minnesota Statutes section 123B.02, subdivision 20, if reimbursement for a criminal defense is requested by a school district employee, the school board may, after consulting with its legal counsel, reimburse the employee for any costs and reasonable attorney fees incurred by the employee to defend criminal charges brought against the employee arising out of the performance of duties for the school district. The decision whether to reimburse shall be made in the school board's discretion. A school board member who is a witness or an alleged victim in the case may not vote on the reimbursement. If a quorum of the school board is disqualified from voting on the reimbursement, the reimbursement must be approved by a judge of the district court.

B. Students

The school district has an interest in maintaining a safe and healthful environment and in preventing disruption of the educational process. To promote that interest, the school district will take appropriate action regarding students convicted of crimes that relate to the school environment.

C. Criminal Investigations

1. The policy of the school district is to cooperate with law enforcement officials. The school district will make all efforts, however, to encourage law enforcement officials to question students and employees outside of school hours and off school premises unless extenuating circumstances exist, the matter being investigated is school-related, or as otherwise provided by law.
2. If questioning at school is unavoidable, the school district will attempt to maintain confidentiality to avoid embarrassment to students and employees and to avoid disruption of the educational program. The school district will attempt to notify parents of a student under age 18 that police will be questioning their child. Normally, the superintendent, principal, or other appropriate school official will be present during the interview, except as

otherwise required by law (Minnesota Statutes section 260E.22), or as otherwise determined in consultation with the parent or guardian.

**D. Data Practices**

The school district will release to juvenile justice and law enforcement authorities educational and personnel data only in accordance with Minnesota Statutes chapter 13 (Minnesota Government Data Practices Act) and 20 United States Code section 1232g (FERPA).

**V. STATEMENTS WHEN LITIGATION IS PENDING**

The school district recognizes that when a civil or criminal action is commenced or pending, parties to the lawsuit have particular duties in reference to persons involved or named in the lawsuit, as well as insurance carrier(s). Therefore, school board members or school district employees shall make or release statements in that situation only in consultation with legal counsel.

**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)  
Minn. Stat. § 123B.02, Subd. 20 (Legal Counsel; Reimbursement)  
Minn. Stat. § 123B.25(b) (Legal Actions Against Districts and Teachers)  
Minn. Stat. § 260E.22 (Interviews)  
Minn. Stat. § 466.07, Subd. 1 (Indemnification)  
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)  
42 U.S.C. § 1983 (Civil Action for Deprivation of Rights)  
Minn. Op. Atty. Gen. 169 (Mar. 7, 1963)  
Minn. Op. Atty. Gen. 169 (Nov. 3, 1943)  
*Dyppress v. School Committee of Boston*, 446 N.E.2d 1099 (Mass. App. Ct. 1983)  
*Wood v. Strickland*, 420 U.S. 308(1975)

**Cross References:** MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)  
MSBA/MASA Model Policy 408 (Subpoena of a School District Employee)  
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)  
MSBA/MASA Model Policy 506 (Student Discipline)  
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)  
**MSBA/MASA Model Policy 519 (Interviews of Students by Outside Agencies)**

First Reading: 05.07.2024  
Second Reading: 06.13.2024  
Adopted: 06.18.2024

## 401 EQUAL EMPLOYMENT OPPORTUNITY

### I. PURPOSE

The purpose of this policy is to provide equal employment opportunity for all applicants for school district employment and school district employees.

### II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to provide equal employment and promotional opportunities for all applicants and employees. The school district does not unlawfully discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, including gender identity or expression, age, family care leave status, or veteran status. The school district also makes reasonable accommodations for employee with a disability.

**[NOTE: The Minnesota Human Rights Act defines states, "Sexual orientation" means to whom someone is, or is to include "having or being perceived as being, emotionally, physically, or sexually attracted to based on sex or gender identity. A person may be attracted to men, women, both, neither, or to people who are genderqueer, androgynous, or have other gender identities. having a self image or identity not traditionally associated with one's biological maleness or femaleness." Minnesota Statutes, section 363A.03, subdivision 44.]**

The School District, in accordance with all applicable federal, state, and local anti-discrimination laws, including Chapter 363A of Minnesota Statutes, will use approved traditional and non-traditional methods to recruit, employ, train, assign, transfer, retain, and to promote equity in employment of women, people of color and other legally protected characteristics.

- B. The school district prohibits the harassment of any individual for any of the categories listed above. For information about the types of conduct that constitute impermissible harassment and the school district's internal procedures for addressing complaints of harassment, please refer to the school district's policy on harassment and violence.
- C. This policy applies to all areas of employment including hiring, discharge, promotion, compensation, facilities, or privileges of employment.
- D. Every school district employee shall be responsible for following this policy.
- E. [Refer to District Policy 103 Complaints – Students, Employees, Parents, Other Persons](#) for complaint and grievance procedures.
- F. Any person having a question regarding this policy should discuss it with the **Executive** Director of Human Resources **and Operations**, the Title IX Coordinator or the Section 504 Coordinator.

*Title IX Coordinator:  
Anthony Bonds, Assistant Superintendent*

ISD 709  
District Services Center  
709 Portia Johnson Dr.  
Duluth, MN 55811  
218-336-8739  
[anthony.bonds@isd709.org](mailto:anthony.bonds@isd709.org)

Section 504 Coordinator:  
Anthony Bonds, Assistant Superintendent  
ISD 709  
District Services Center  
709 Portia Johnson Dr.  
Duluth, MN 55811  
218-336-8739  
[anthony.bonds@isd709.org](mailto:anthony.bonds@isd709.org)

Claims of discrimination may also be pursued through the following agencies where appropriate:

U.S. Department of Education  
Office for Civil Rights, Region V  
500 W. Madison Street – Suite 1475  
Chicago, IL 60661  
Tel: 312-730-1560  
TDD: 312-730-1609

MN Department of Human Rights  
540 Fairview Ave N, Ste. 201  
St. Paul, MN 55104  
800.657.3704  
651.296.5663  
TDD 651.296.1283

**Legal References:** Minn. Stat. Ch. 363A (Minnesota Human Rights Act)  
29 U.S.C. § 621 *et seq.* (Age Discrimination in Employment Act)  
29 U.S.C. § 2615 (Family and Medical Leave Act)  
38 U.S.C. § 4211 *et seq.* (Employment and Training of Veterans)  
38 U.S.C. § 4301 *et seq.* (Employment and Reemployment Rights of Members of the Uniformed Services)  
42 U.S.C. § 2000e *et seq.* (Title VII of the Civil Rights Act)  
42 U.S.C. § 12101 *et seq.* (Equal Opportunity for Individuals with Disabilities)

**Cross References:** MSBA/MASA Model Policy 402 (Disability Nondiscrimination)  
MSBA/MASA Model Policy 405 (Veteran's Preference)  
MSBA/MASA Model Policy 413 (Harassment and Violence)

Replacing: Policy 4010

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Reviewed: 08-20-2024

## **420 COMMUNICABLE DISEASES AND INFECTIOUS CONDITIONS**

### **I. PURPOSE**

To ensure the health and safety of all students, staff, and contractors within our school district, the school board is committed to implementing measures that prevent the spread of serious communicable and infectious diseases. This policy aims to balance the need to protect public health with the rights of all individuals, including those who may be infected. By adopting these measures, we can create a safe and welcoming learning environment for everyone.

### **II. GENERAL STATEMENT OF POLICY**

#### **A. Students**

The policy of the school board is that students with communicable diseases not be excluded from attending school in their usual daily attendance setting so long as their health permits and their attendance does not create a significant risk of the transmission of illness to students or employees of the school district. A procedure for minimizing interruptions to learning resulting from communicable diseases will be established by the school district in its IEP and Section 504 team process, if applicable, and in consultation with community health and private health care providers. Procedures for the inclusion of students with communicable diseases will include any applicable educational team planning processes, including the review of the educational implications for the student and others with whom the student comes into contact.

#### **B. Employees**

The policy of the school board is that employees with communicable diseases not be excluded from attending to their customary employment so long as they are physically, mentally, and emotionally able to safely perform tasks assigned to them and so long as their employment does not create a significant risk of the transmission of illness to students, employees, or others in the school district. If a reasonable accommodation will eliminate the significant risk of transmission, such accommodation will be undertaken unless it poses an undue hardship to the school district.

#### **C. Circumstances and Conditions**

1. Determinations of whether a contagious individual's school attendance or job performance creates a significant risk of the transmission of the illness to students or employees of the school district will be made on a case by case basis. Such decisions will be based upon the nature of the risk (how it is transmitted), the duration of the risk (how long the carrier is infectious), the severity of the risk (what is the potential harm to third parties), and the probabilities the disease will be transmitted and will cause varying degrees of harm. When a student is disabled, such a determination will be made in consultation with the educational planning team.
2. The school board recognizes that some students and some employees, because of special circumstances and conditions, may pose greater risks for the transmission of infectious conditions than other persons infected with the same illness. Examples include students who display biting behavior, students or employees who are unable to control their bodily fluids, who have oozing skin lesions, or who have severe disorders which result in spontaneous external bleeding. These conditions need to be taken into account and considered in assessing the risk of transmission of the disease and the resulting effect upon the educational program of the student or employment of the employee by consulting with the Commissioner of Health, the physician of the student or employee, and the parent(s)/guardian(s) of the student.

D. Students with Special Circumstances and Conditions

The school licensed nurse, along with the infected individual's physician, the infected individual or parent(s)/guardian(s), and others, if appropriate, will weigh risks and benefits to the student and to others, consider the least restrictive appropriate educational placement, and arrange for periodic reevaluation as deemed necessary by the state epidemiologist. The risks to the student shall be determined by the student's physician.

E. Extracurricular Student Participation

Student participation in nonacademic, extracurricular, and non-educational programs of the school district are subject to a requirement of equal access and comparable services.

F. Precautions

The school district will develop routine procedures for infection control at school and for educating employees about these procedures. The procedures shall be developed through cooperation with health professionals taking into consideration any guidelines of the Minnesota Department of Education and the Minnesota Department of Health. (These precautionary procedures shall be consistent with the school district's procedures regarding blood-borne pathogens developed pursuant to the school district's employee right to know policy.)

G. Information Sharing

1. Employee and student health information shall be shared within the school district only with those whose jobs require such information and with those who have a legitimate educational interest (including health and safety) in such information and shall be shared only to the extent required to accomplish legitimate educational goals and to comply with employees' right to know requirements.
2. Employee and student health data shall be shared outside the school district only in accordance with state and federal law and with the school district's policies on employee and student records and data.

H. Reporting

If a medical condition of student or staff threatens public health, it must be reported to the Minnesota Commissioner of Health.

I. Prevention

The school district shall, with the assistance of the Commissioners of Health and Education, implement a program to prevent and reduce the risk of sexually transmitted diseases in accordance with Minnesota Statutes section 121A.23 that includes:

1. planning materials, guidelines, and other technically accurate and updated information;
2. a comprehensive, developmentally appropriate, technically accurate, and updated curriculum that includes helping students to abstain from sexual activity until marriage;
3. cooperation and coordination among school districts and Service Cooperatives;

4. a targeting of adolescents, especially those who may be at high risk of contracting sexually transmitted diseases and infections, for prevention efforts;
5. involvement of parents and other community members;
6. in-service training for district staff and school board members;
7. collaboration with state agencies and organizations having a sexually transmitted infection and disease prevention or sexually transmitted infection and disease risk reduction program;
8. collaboration with local community health services, agencies and organizations having a sexually transmitted infection and disease risk reduction program; and
9. participation by state and local student organizations.
10. The program must be consistent with the health and wellness curriculum.
11. The school district may accept funds for sexually transmitted infection and disease prevention programs developed and implemented under this section from public and private sources, including public health funds and foundations, department professional development funds, federal block grants, or other federal or state grants.

J. Vaccination and Screening

The school district will develop procedures regarding the administration of Hepatitis B vaccinations and Tuberculosis screenings in keeping with current state and federal law. The procedures shall provide that the Hepatitis B vaccination series be offered to all who have occupational exposure at no cost to the employee.

**Legal References:** Minn. Stat. § 121A.23 (Programs to Prevent and Reduce the Risks of Sexually Transmitted Infections and Diseases)  
 Minn. Stat. § 144.441 (Tuberculosis Screening in Schools)  
 Minn. Stat. § 144.442 (Testing in School Clinics)  
 Minn. Stat. Ch. 363A (Minnesota Human Rights Act)  
 20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Act)  
 29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)  
 42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)  
 29 C.F.R. 1910.1030 (Bloodborne Pathogens)  
*Kohl by Kohl v. Woodhaven Learning Center*, 865 F.2d 930 (8<sup>th</sup> Cir.), *cert. denied*, 493 U.S. 892 (1989)  
*School Board of Nassau County, Fla. v. Arline*, 480 U.S. 273 (1987)  
 16 EHLR 712, OCR Staff Memo, April 5, 1990

**Cross References:** MSBA/MASA Model Policy 402 (Disability Nondiscrimination)  
 MSBA/MASA Model Policy 407 (Employee Right to Know – Exposure to Hazardous Substances)  
 MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)

**Resources:** [Minnesota Department of Health, Persons Required to Report Disease \(accessed 12/23/25\)](#)

Replacing: Policies 4055, 4065 & 5130  
 First Reading: 08.20.2024  
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 Adopted: 09.17.2024

## **604 INSTRUCTIONAL CURRICULUM**

### **I. PURPOSE**

The purpose of this policy is to provide for the development of course offerings for students.

### **II. GENERAL STATEMENT OF POLICY**

- A. Instruction must be provided in at least the following subject areas:
  - 1. basic communication skills including reading and writing, literature, and fine arts;
  - 2. mathematics and science;
  - 3. social studies, including history, geography, economics, government, and citizenship;
  - 4. health and physical education;
  - 5. the arts;
  - 6. career and technical education; and
  - 7. world languages.
- B. The basic instructional program shall include all courses required for each grade level by the Minnesota Department of Education (MDE) and courses required in all elective subject areas. The instructional approach will be nonsexist and multicultural.
- C. Public elementary and middle schools must offer at least three and require at least two, of the following five art areas: dance, media arts, music, theater, and visual arts. High schools shall offer at least three, and require at least one, of the following five arts areas: dance, media arts, music, theater, and visual arts.
- D. The school district must establish and regularly review its own standards for career and technical education (CTE) programs. Standards must align with CTE frameworks developed by the Department of Education, standards developed by national CTE organizations, or recognized industry standards.
- E. The school board, at its discretion, may offer additional courses in the instructional program at any grade level.
- F. Each instructional program shall be planned for optimal benefit taking into consideration the financial condition of the school district and other relevant factors. Each program plan should contain goals and objectives, materials, minimum student competency levels, and methods for student evaluation.
- G. The superintendent shall have discretionary authority to develop guidelines and directives to implement school board policy relating to instructional curriculum.
- H. The school district may not discriminate against or discipline a teacher or principal on the basis of incorporating into curriculum contributions of persons in a federally protected class or state protected class when the included contribution is in alignment with standards and benchmarks adopted under Minnesota Statutes, sections 120B.021 and 120B.023.

### **III. REQUIRED ACADEMIC STANDARDS**

- A. The following subject areas are required for statewide accountability:
1. language arts;
  2. mathematics, encompassing algebra II, integrated mathematics III, or an equivalent in high school, and to be prepared for the three credits of mathematics in grades 9 through 12, the grade 8 standards include the completion of algebra;
  3. science, including earth and space science, life science, and the physical sciences, including chemistry and physics;
  4. social studies, including history, geography, economics, and government and citizenship that includes civics;
  5. physical education;
  6. health, for which locally developed academic standards apply; and
  7. the arts.
- B. Elementary and middle schools must offer at least three and require at least two of the following five arts areas: dance, media arts, music, theater, and visual arts. High schools must offer at least three and require at least one of the following five arts areas: media arts, dance, music, theater, and visual arts.

### **IV. PARENTAL CURRICULUM REVIEW**

The school district shall have a procedure for a parent, guardian, or an adult student, 18 years of age or older, to review the content of the instructional materials to be provided to a minor child or to an adult student and, if the parent, guardian, or adult student objects to the content, to make reasonable arrangements with school personnel for alternative instruction. Alternative instruction may be provided by the parent, guardian, or adult student if the alternative instruction, if any, offered by the school board does not meet the concerns of the parent, guardian, or adult student. The school board is not required to pay for the costs of alternative instruction provided by a parent, guardian, or adult student. School personnel may not impose an academic or other penalty upon a student merely for arranging alternative instruction under this section. School personnel may evaluate and assess the quality of the student's work.

### **V. CPR AND AED INSTRUCTION**

The school district will provide onetime cardiopulmonary resuscitation (CPR) and automatic external defibrillator (AED) instruction as part of its grade 7 to 12 curriculum.

- A. In the school district's discretion, training and instruction may result in CPR certification.
- B. CPR and AED instruction must include CPR and AED training that have been developed:
1. by the American Heart Association or the American Red Cross and incorporate psychomotor skills to support the instruction; or

2. using nationally recognized, evidence-based guidelines for CPR and incorporate psychomotor skills to support the instruction. "Psychomotor skills" means hands-on practice to support cognitive learning; it does not mean cognitive-only instruction and training.
- C. The school district may use community members such as emergency medical technicians, paramedics, police officers, firefighters, and representatives of the Minnesota Resuscitation Consortium, the American Heart Association, or the American Red Cross, among others, to provide instruction and training.
  - D. A school administrator may waive this curriculum requirement for a high school transfer student regardless of whether or not the student previously received instruction under this section, an enrolled student absent on the day the instruction occurred under this section, or an eligible student who has a disability.

## **VI. COLLEGE AND CAREER PLANNING**

- A. The school district shall assist all students by no later than grade 9 to explore their educational college and career interests, aptitudes, and aspirations and develop a plan for a smooth and successful transition to postsecondary education or employment. All students' plans must:
  1. provide a comprehensive plan to prepare for and complete career and college-ready curriculum by meeting state and local academic standards and developing career and employment-related skills such as teamwork, collaboration, creativity, communication, critical thinking, and good work habits;
  2. emphasize academic rigor and high expectations and inform the student, and the student's parent or guardian if the student is a minor, of the student's achievement level score on the Minnesota Comprehensive Assessments that are administered during high school;
  3. help students identify interests, aptitudes, aspirations, and personal learning styles that may affect their career and college-ready goals and postsecondary education and employment choices;
  4. set appropriate career and college-ready goals with timelines that identify effective means for achieving those goals;
  5. help students access education and career options;
  6. integrate strong academic content into career-focused courses and applied and experiential learning opportunities and integrate relevant career-focused courses and applied and experiential learning opportunities into strong academic content;
  7. help identify and access appropriate counseling and other supports and assistance that enable students to complete required coursework, prepare for postsecondary education and careers, and obtain information about postsecondary education costs and eligibility for financial aid and scholarship;
  8. help identify collaborative partnerships among pre-kindergarten through grade 12 schools, postsecondary institutions, economic development agencies, and local and regional employers that support students' transitions to postsecondary education and employment and provide students with applied and experiential learning opportunities; and

9. be reviewed and revised at least annually by the student, the student’s parent or guardian, and the school district to ensure that the student’s course-taking schedule keeps the student on track for graduation, making adequate progress to meet state and local academic standards and high school graduation requirements and with a reasonable chance to succeed with employment or postsecondary education without the need to first complete remedial course work.
- B. The school district may develop grade-level curricula or provide instruction that introduces students to various careers, but must not require any curriculum, instruction, or employment-related activity that obligates an elementary or secondary student to involuntarily select or pursue a career, career interest, employment goals, or related job training.
  - C. Educators must possess the knowledge and skills to effectively teach all English learners in their classrooms. School districts must provide appropriate curriculum, targeted materials, professional development opportunities for educators, and sufficient resources to enable English learners to become career and college ready.
  - D. When assisting students in developing a plan for a smooth and successful transition to postsecondary education and employment, school districts must recognize the unique possibilities of each student and ensure that the contents of each student’s plan reflect the student’s unique talents, skills, and abilities as the student grows, develops, and learns.
  - E. If a student with a disability has an Individualized Education Program (IEP) or standardized written plan that meets the plan components herein, the IEP satisfies the requirement, and no additional transition plan is needed.
  - F. Students who do not meet or exceed the Minnesota Academic Standards, as measured by the Minnesota Comprehensive Assessments that are administered during high school, shall be informed that admission to a public school is free and available to any resident under 21 years of age or who meets the requirements of the compulsory attendance law. A student’s plan under this provision shall continue while a student is enrolled.

**Legal References:** Minn. Stat. § 120A.22 (Compulsory Instruction)  
Minn. Stat. § 120B.20 (Parental Curriculum Review)  
Minn. Stat. § 120B.021 (Required Academic Standards)  
Minn. Stat. § 120B.022 (Elective Standards)  
Minn. Stat. § 120B.023 (Benchmarks)  
Minn. Stat. § 120B.101 (Curriculum)  
Minn. Stat. § 120B.125 (Planning for Students’ Successful Transition to Postsecondary Education and Employment; Personal Learning Plans)  
Minn. Stat. § 120B.234 (Child Sexual Abuse Prevention Education)  
Minn. Stat. § 120B.236 (Cardiopulmonary Resuscitation and Automatic External Defibrillator Instruction)  
Mahmoud v. Taylor, 606 U.S. (2025)

**Cross References:** MSBA/MASA Model Policy 603 (Curriculum Development)  
MSBA/MASA Model Policy 605 (Alternative Programs)

Replacing: Policies 6041, 6125, & 6130  
First Reading: 02.29.2024  
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