

Regular School Board Meeting
 Duluth Public Schools, ISD 709
 Agenda
 Tuesday, February 15, 2022
 Denfeld High School Media Center
 401 N 44th Ave W
 Duluth, MN 55807
 6:30 PM

- | | |
|--|------------|
| 1. Call to Order | |
| 2. Roll Call | |
| 3. Pledge of Allegiance | |
| 4. Approval of the Agenda | |
| 5. School and Community Recognition | 2 |
| 6. Public Comment | |
| 7. Reading Communications, Petitions, Etc.- None | |
| 8. Report of the Superintendent | |
| A. Reports from Student School Board Representatives | 3 |
| B. Superintendent's Report | 8 |
| C. Schedule of Meetings and Events | 21 |
| 9. Report of Standing Committees | |
| A. Monthly Committee of the Whole (<i>February 3, 2022</i>) | 22 |
| B. Human Resources/Finance Committee (<i>February 8, 2022</i>) | 116 |
| C. Policy Committee (<i>February 3, 2022</i>) | 199 |
| 10. Consent Agenda | 207 |
| 11. Special Resolutions and Action Items | |
| 12. Questions / Other | |
| 13. Adjournment | |

Dear Duluth School Board members,

The Minnesota School Boards Association has set February 21-25 as Minnesota School Board Recognition Week to build awareness and understanding of the vital function elected school board members play in our society.

We here at Duluth Public Schools are joining other public school districts from across the state to celebrate School Board Recognition Week to honor local board members for the commitment to Duluth and its students.

Strong schools help build strong communities. The Duluth School Board has devoted countless hours to making sure our schools are helping every child learn at a higher level. School board members make the difficult decisions every month and spend many hours studying education issues and regulations in order to provide the kind of accountability our citizens expect.

So this month I would like to recognize all of you for the hard work you've done this school year and the continued hard work ahead of us.

Even though we're making a special effort to show our appreciation this month, school board members' work is a year-round commitment.

Sincerely,

John Magas, Superintendent
Duluth Public Schools

Anthony Bonds, Assistant Superintendent
Duluth Public Schools

Our school's performance for One Act got first place in the preliminary round, and got second in sections in a very close loss to Cambridge making them unable to go to state. Speech won their Grand Rapids meet and placed first in 7 of 13 categories. They ranked 7th at the Denfeld meet and found it to be well run and helpful at getting them into a competitive mindset. Their success has continued into last weekend, and they've had a lot of support from parents. The team is very excited to have more new people than returners this year. Knowledge Bowl did well at their first meet but competing online has proven difficult with district technology and WiFi being finicky and difficult to work with.

Nordic and Alpine skiing teams both qualified for state. Nordic was competing today, and Alpine competes tomorrow and Thursday. East girls hockey ended last week and they had a great season. They went through many ups and downs with winning and losing as well as a new team atmosphere with many new team mates. Through the season, though they grew to be really close and they are going to miss the graduating seniors dearly.

Our basketball team has had 10 wins and 11 losses. There have been a lot of injuries this season and it started off with low energy because of having many new players. As the season continues, though, the chemistry of the team gets better and better and thus the positive energy higher and higher. Last year JV and varsity couldn't practice together which impacted all of the team.

Math team is first in their section this year. They had a competition yesterday and though results aren't final it looks like they will be going to state.

Association had a Valentine's Day decorating party on Friday to help increase enthusiasm in the cold winter months. Turnout was good and there were a lot of fun designs and creative ideas for posters with the Valentine's Day theme. Through the course of last week Association was selling singing valentines to students for the class or classes of their choice. Everyone enjoyed watching them and it was a really fun way to brighten many peoples' days. They also encouraged everyone to wear Valentine's colors yesterday and many participated.

Sources of Strength is planning a spirit week for the month of April, they had their first spirit week as a collaboration with Exec last year and are excited to keep the tradition alive this year. This year they'll be collaborating with Association. Exec is planning to have red and gray week the second week of May. We are very excited in the hopes of having a more full spirit week with more activities potentially outside as the weather warms up in May.

Exec is trying to find more ways to benefit the school as we have plenty of time to plan for red and gray before May. Some things we're trying to implement include more publicity for clubs at East that might not be as well known. We are starting a club of the week idea where each week we pick a different club to feature in announcements as well as a social media post including information about the club. We are also trying to help people get more access to printers in the school. Especially for AEO students, it can be important to have access to printers but not all students know what printers they can access and when so we're working on finding ways to make it more understood when and where printers can be used.

Conferences and registration for next year's classes both start after break.

An issue that has been brought to my attention is soap dispensers. They are often nonexistent or empty in most of the bathrooms in the school. Especially with COVID, students want to be able to wash their hands thoroughly and use the bathroom and have the ability to wash their hands afterwards. I can't speak for the boys bathrooms but I have heard they also lack soap. I'm not sure if this is an issue you all would be equipped to help with but I would love your input on how this can be resolved.

I talked with you all last month about the portion size issue with school lunches. Another aspect to that issue has been brought to my attention. That being the lack of access to water as a part of students' meals. Many are hesitant to drink from water fountains in the current climate and a lot of students don't have, or don't choose to bring water bottles to school. This means that they barely drink water if at all during the day. Students who get school lunch are offered milk but I think it would be extremely beneficial to also offer water in cups or small bottles. This way students can be more hydrated and in turn feel better and learn better. Vending machines do offer bottled water but not everyone brings money to school or has the money to buy bottled water.

School Board Meeting

Good evening ladies and gentlemen of the student board. I am Sariyah Crawford, the student representative of Denfeld Highschool. I deeply apologize for my absence these past few meetings, due to prior engagements. I am excited to be on the school board so I hope no one takes my unavailability as being rude. Okay now that I am done groveling I will begin my report.

Highlights

- A mental wellness club is in the works and is hopefully going to be available by next week (assuming there will be few delays)
- Junior Aspen Ratcliffe was declared the Boys and Girls Club of the Northland Youth of Year

Plans

- I have decided to gather a diverse group of students from my school monthly to talk about various topics such as what they like seeing at our school and what the school can improve on, as well as what the school board can do to improve/help our students succeed.
- Mr. Tusken and I are planning on bringing back Student Council to Denfeld

Activities:

- It's Almost-Break Week - collaborative effort between Exec Board and BSA to celebrate Black History month with photo booth, Black Excellence dress up day to honor the Pan

African Flag. This is the first time something like this has been brought to Denfeld and we are proud of the progress being made.

- Junior Magaret Duncan is going to state in swimming, she ran through the halls today 6th Hour to be honored by the students as she was leaving for state
- We will be honoring our Athletic Court the first two weeks of March with seniors being nominated the first week and royalty being crowned the second week.

Arts:

- Saturday, February 5, our Speech hosted the Annual Rotary Speech Tournament at Denfeld and had several students medal. There was a total of 28 schools and 400 speakers in attendance. The following students were in the top 7 of their category:

Senior Tessa Schauer

Junior Madi Watts

Freshman Reagan Kern

Freshman Arielle Lautenschlager

Sophomore Marley Bugbee

Sophomore Izzy Louma

Sophomore Sierra Boitz

Staff:

- Our teachers began analyzing the grade data from the 1st Semester in their PLCs (Professional Learning Communities) 2 weeks ago looking for ways to increase student

achievement. Staff identified challenges with attendance being one of the most impactful variables on student achievement.

- Our administrative team began working in the hallways every day all day to support our students more directly and maximize their learning time.

Superintendent's Report

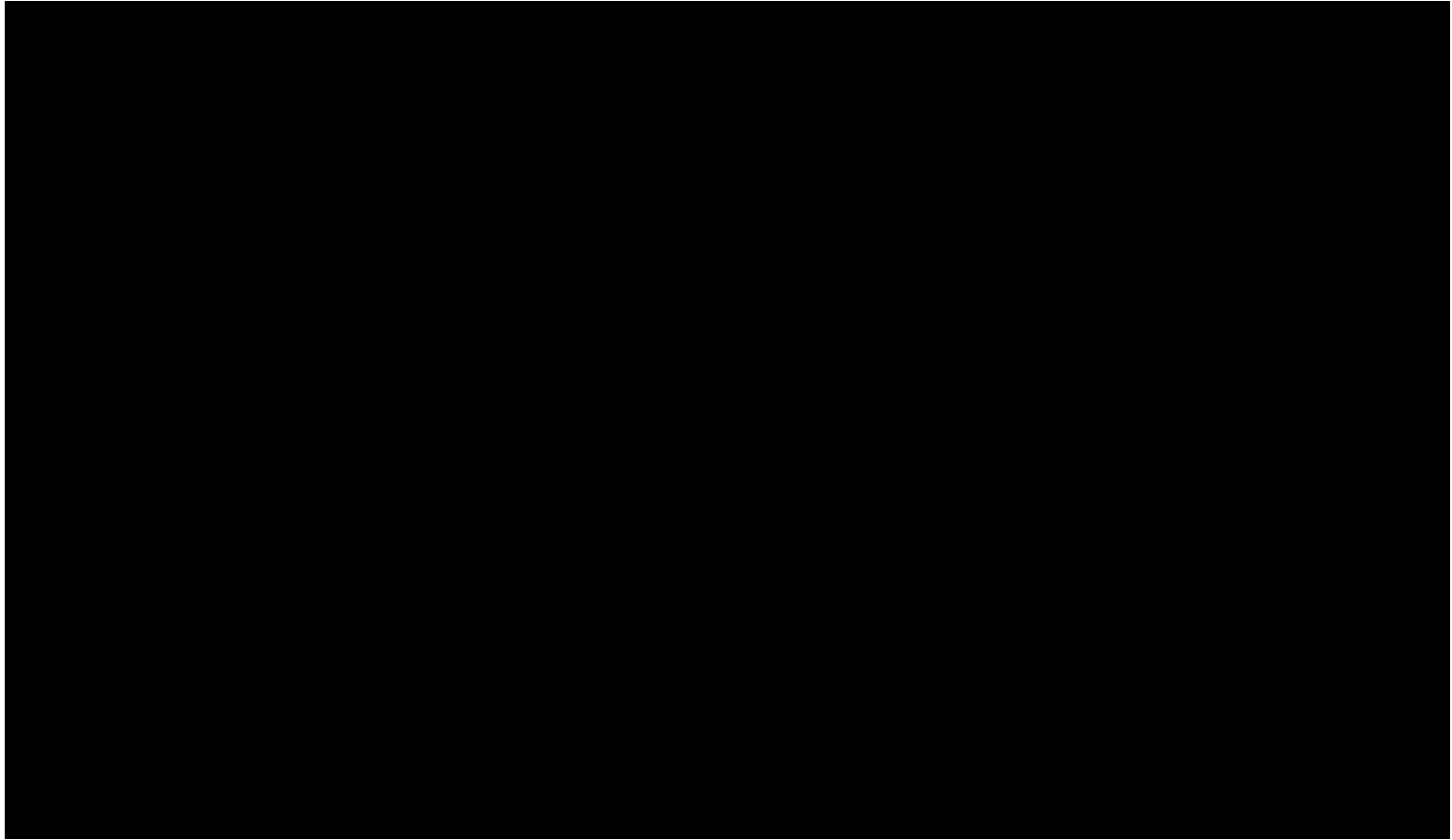
Regular Board Meeting

February 15, 2022

Tonight's Topics

- Student Representatives' Reports
- Historic Old Central High School Update
- Negotiations Update
- Safe Learning Plan Updates
- Strategic Planning Update

Historic Old Central High School Update



Negotiations Update

Safe Learning Plan Updates

2021-22 Safe Learning Plan



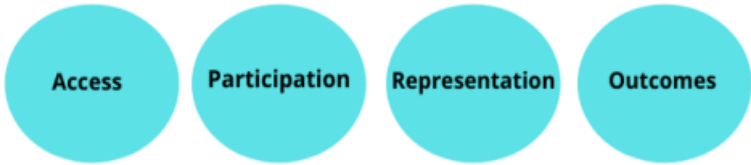
ISD 709

Guiding Principles

FOR SAFE IN-PERSON LEARNING

- 1 Ensure the safety and wellness of students and staff
- 2 Deliver high-quality instruction to students
- 3 Equity: Ensuring all means all
- 4 Optimize use of resources (space & materials)
- 5 Community and stakeholder engagement in plan development

Equity Criteria:



ISD709.org/Equity

Current COVID Rates

- 9/5-9/18 - 42.02
- 9/12-9/25 - 41.27
- 9/19-10/2 - 46.92
- 9/26-10/09 - 60.33
- 10/03-10/16 - 59.25
- 10/10-10/23 - 54.50
- 10/17-10/20 - 57.25
- 10/24-11/6 - 74.14
- 10/31-11/13 - 92.12
- 11/7-11/20 - 109.59
- 11/14-11/27 - 110.76
- 11/21-12/4 - 109.18
- 11/28-12/11 - 88.29
- 12/5-12/18 - 62.66
- 12/12 - 12/25 - 70.40
- 12/19 - 1/1 - 95.6
- 12/26 -1/8 - 187.07
- 1/2-1/15 - 286.50
- 1/9-1/22 - 292.08
- 1/16-1/29 - 227.34
- 1/23-2/5 132.31
(Projected)

Determining Mask Criteria

Due to the current situation around COVID-19 numbers in the schools, we are continuing to re-evaluate our masking policies as numbers are still relatively high but are in sharp decline. At this point, we will:

- Continue to follow our current procedures at least through the week after break
- Share additional information after break related to our mask mandate

With many people traveling and spending time with people, we want to ensure that we have an opportunity to assess the situation during the week after break. A number of districts are moving in the same direction, and it is important that we consider our options carefully as we also offer hope for the future.

Practice Changes

Concerts, Limited Assemblies, and Overnight Field Trips:

We will be resuming our ability to offer concerts, limited assemblies, and consider future overnight field trips and dances starting on March 1. This is great news for our students as things begin to open up.

Critical Safety Precautions

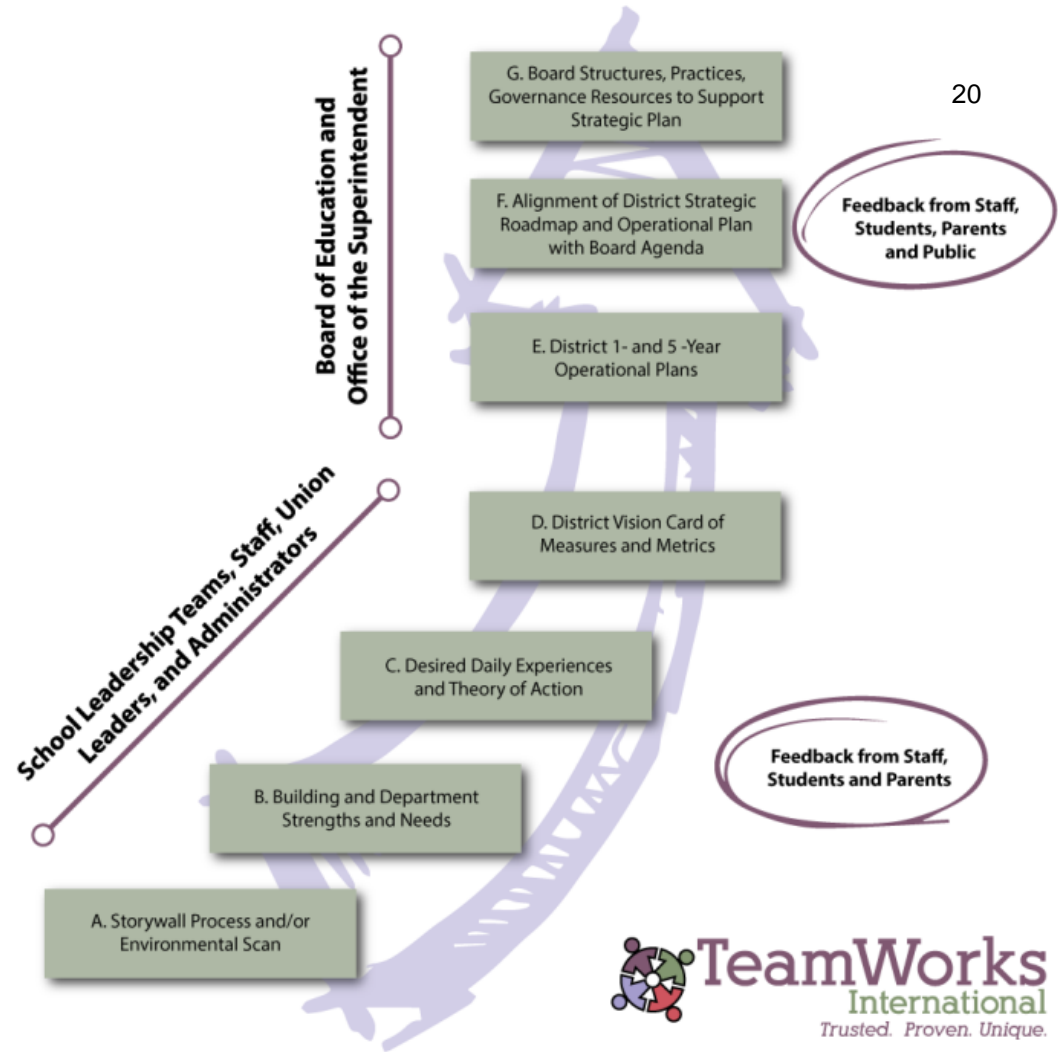
The Minnesota Department of Health recommends that we continue to emphasize the following:

- Promoting vaccines and boosters
- Universal masking
- Physical distancing
- Staying home when sick
- Testing
- Additional layers of safety

Strategic Planning Update

OUR CLASSROOM TO BOARDROOM STRATEGIC PLANNING PROCESS

- Assessing Our Reality
 - Storywall
 - Environmental Scan
 - Building and Dept Strengths & Needs
- Describing Our Vision
 - Desired Daily Experience
 - Theory of Action
 - VisionCard
- Setting Our Strategic Plan
 - 3-yr Operational Plan
 - School Improvement Plans
 - 3-yr Board Agenda



Schedule of Meetings and Events

We have transitioned out of Historic Old Central High into our temporary location at the UnitedHealth Group Building (UHG) at 4316 Rice Lake Rd, Duluth, MN 55811.

Regular School Board meetings will be held at Denfeld High School in the Media Center. Other meeting locations are being determined. We will post information as it becomes available.

[Public Comment Guidelines](#)

Please note: Masks must be worn in all school district buildings regardless of vaccination status.

The Schedule of Meetings and Events is Subject to Change.

Week of February 14 - February 18, 2022

Tuesday	February 15, 2022	6:30 p.m.	Regular School Board Meeting* Denfeld Media Center 401 N. 44th Ave. W.
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Week of February 21 - February 25, 2022

None

Week of February 28 - March 4, 2022

Tuesday	March 1, 2022	5:30 p.m.	Monthly Committee of the Whole Denfeld Media Center 401 N. 44th Ave. W.
Thursday	March 3, 2022`	4:30 p.m.	Policy Committee United Health Group Building, Suite 108 4316 Rice Lake Rd

Week of March 7 - March 11, 2022

Wednesday	March 9, 2022	4:30 p.m.	HR/Business Services Committee United Health Group Building, Suite 108 4316 Rice Lake Rd
Thursday	March 10, 2022	5:00 p.m.	Education Equity Advisory Committee Lincoln Park Media Center 3215 W. 3rd St.

Week of March 14 - March 18, 2022

Tuesday	March 15, 2022	6:30 p.m.	Regular School Board Meeting* Denfeld Media Center 401 N. 44th Ave. W.
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**If a Regular School Board meeting is canceled and cannot be held on the regularly scheduled date listed above, due to weather or unforeseen circumstances, it will be held the very next day at the same time and location.*

**Office of the Superintendent
February 11, 2022**

Monthly Committee of The Whole - Regular School Board Meeting

Duluth Public Schools, ISD 709

Agenda

Tuesday, February 15, 2022

Denfeld High School Media Center

401 N 44th Ave W

Duluth, MN 55807

6:30 PM

1. CALL TO ORDER

2. ROLL CALL

3. AGENDA ITEMS

A. Action Items - Consent Agenda

1) Presentation Items Requiring Approval - None

2) Resolutions - None

3) Other Action Items - None

B. Informational Items

1) Presentations

a. Results of the Master Planning Document 2

Saturday Properties and CFO, Cathy Erickson

Presenting the results of the Master Planning document as part of the Districts Purchase Agreement with Central on the Hill.

b. School Resource Officer (SRO) Update 9

Assistant Superintendent, Anthony Bonds

c. Curriculum CTE Month 11

Duluth East Principal, Danette Seboe

d. Be SMART secure firearm storage campaign 44

Sarah Mikesell

e. Technology Report 94

Technology Manager, Bart Smith

f. Full Service Community School Grant Recognition

Assistant Superintendent, Anthony Bonds & Kelsey Gantzer, Executive Director of the Duluth Community School Collaborative

C. Other - None

4. ADJOURN

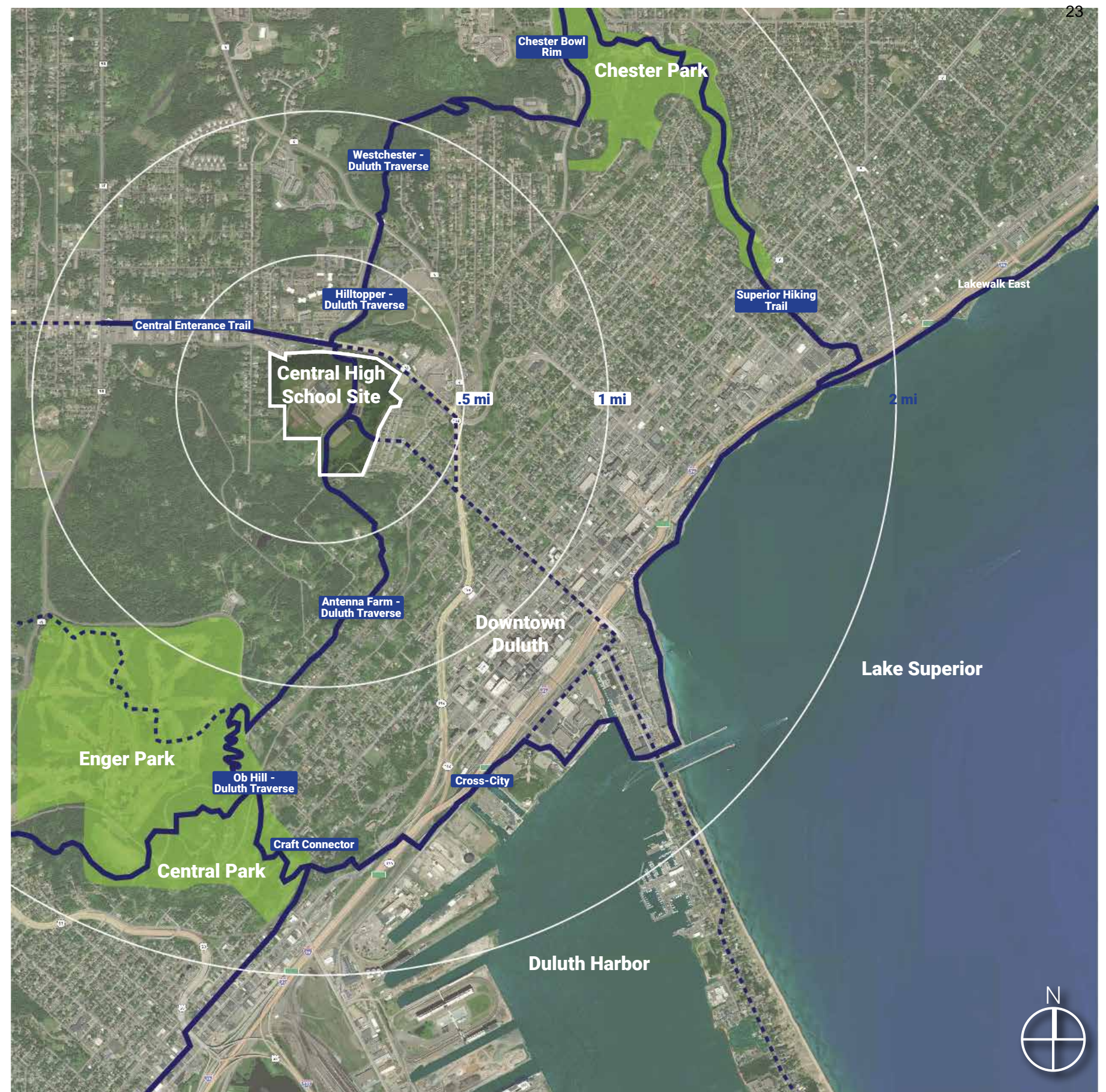
REGIONAL TRAIL SYSTEM AND CONNECTIVITY

The Duluth Trail and Bikeway systems create access for pedestrians across the city to engage with the natural landscape, while allowing for opportunities to connect to downtown Duluth and Canal Park. Future trail plans create additional corridors that will directly connect our site to Canal Park and Upper Duluth. The Duluth Traverse gives an additional unique experience with nature as this trail meanders through the Duluth bluffs while connecting to public parks and scenic overviews. This traverse becomes a local asset for our site as this feature creates direct connections to local parks, such as Enger Park and Chester Park.



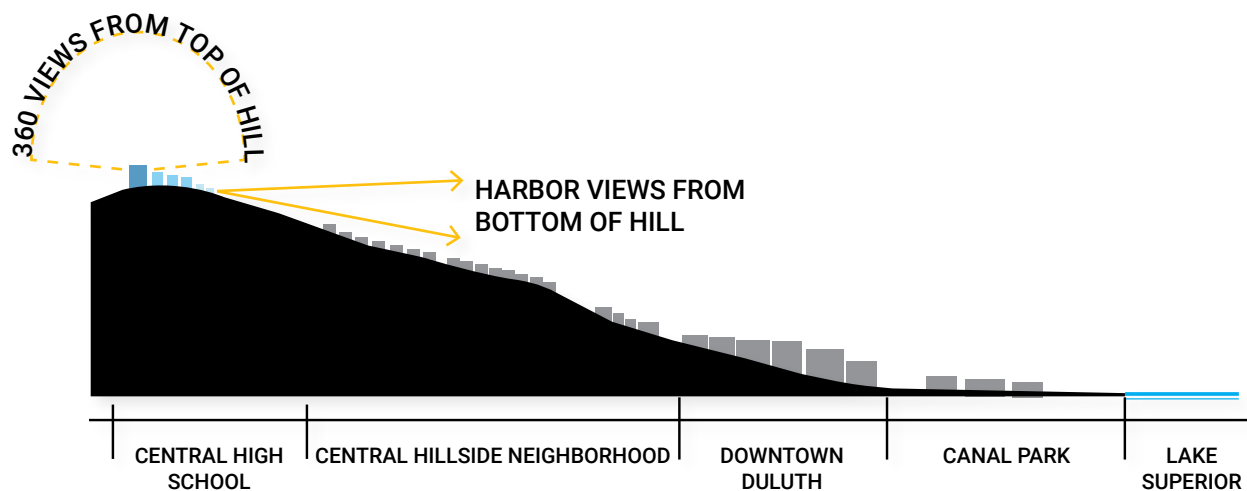
LEGEND

- EXISTING TRAIL
- - - PROPOSED TRAIL
- PARK
- RIVERS AND LAKES



NEIGHBORHOOD CONTEXT AND VIEW CORRIDORS

By occupying the crown of the hill, this allows for breath-taking views from many locations within the site. In addition, it allows for opportunities of 360 degrees of scenic view sheds. The development is positioned to create primary views facing southeast to maximize as many views of Duluth's most famous elements - Canal Park, Duluth's Lift Bridge, views of Lake Superior and the north shore beyond. Besides the scenic views of Lake Superior, the site opens to spectacular views of the Duluth bluffs and the natural landscape that surrounds the site. Great views are arguably this sites strongest asset.



PARCEL USES

Parcels 3 and 5 are at the high point of the site. They are predominantly flat and offer a good location for higher density/taller buildings.

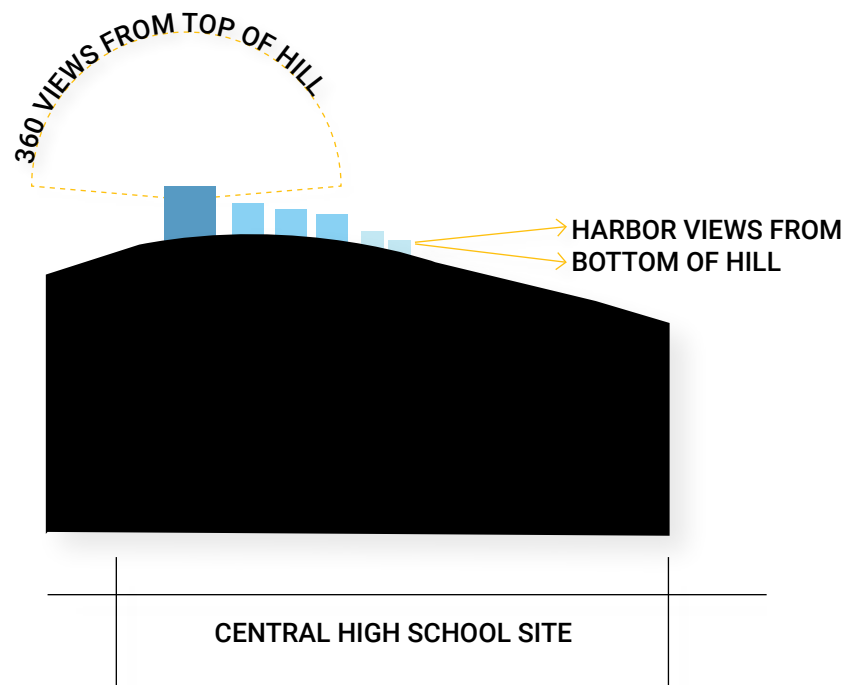
Parcels 4 and 6 slope consistently toward the lake. Stepped 2-level buildings (walk-up flats) take advantage of the site contours and maintain view orientation.

Parcels 1 and 2 have complex contours and existing tree coverage. Smaller townhomes which can be set into the hillside and can also be seen over will work well.

Parcels 7 and 9 take advantage of preexisting site contour manipulation. Parcel 7 is the former athletic field and Parcel 9 was used for parking for the VoTech building. Townhomes work well on these lower perimeter sites.

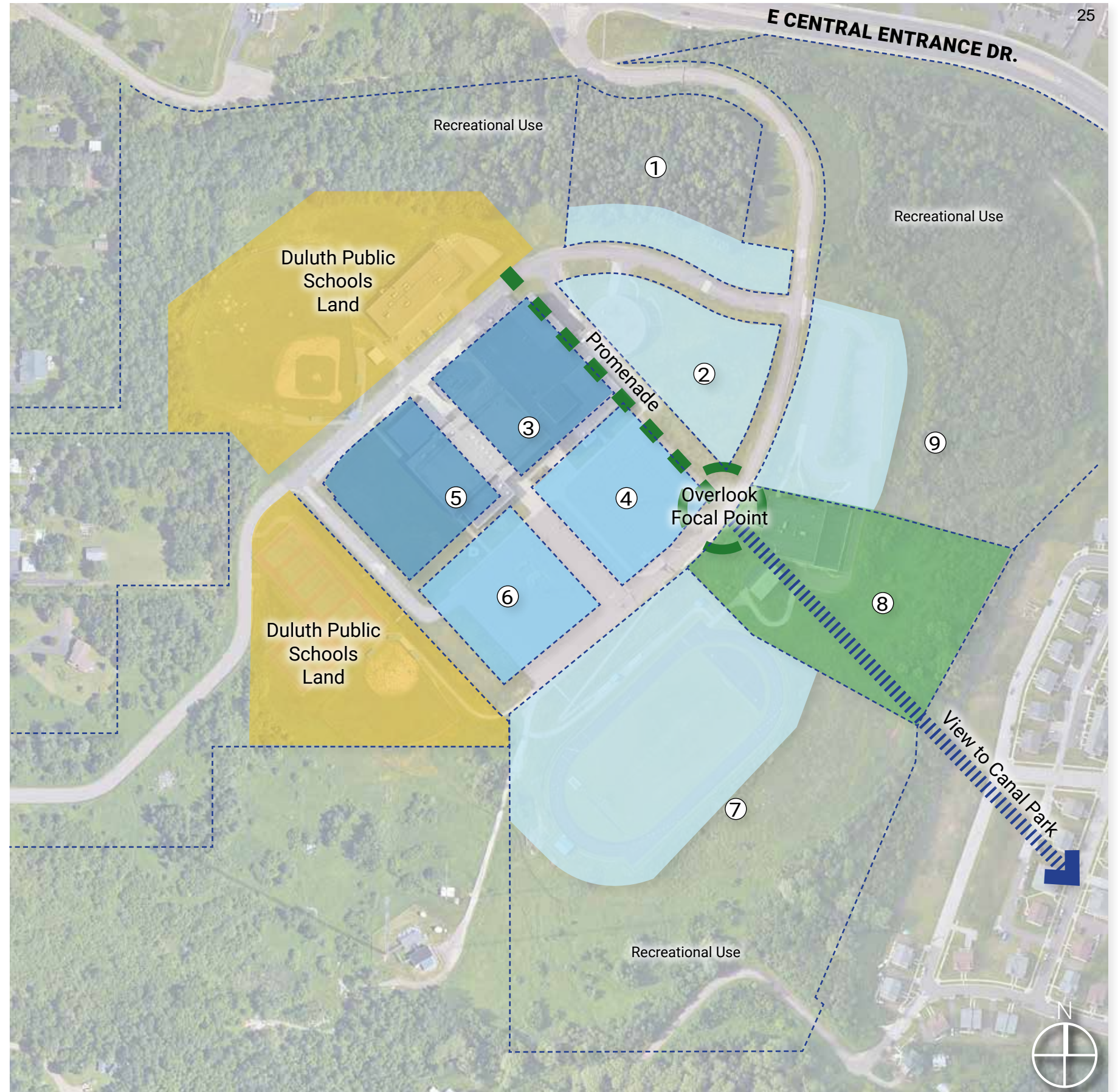
Parcel 8 is the former VoTech building site. The intent for this building is to be re-purposed at a destination brewery or similar, as well as a neighborhood amenities building. Essentially, as the heart of the community. The hillside will be designed to have numerous outdoor uses and nodes, engaging water retention features. This would also be an ideal location for a future sky tram station linking this site to Canal Park

Parcels to the northwest and southwest are reserved for future Duluth Public Schools development.



LEGEND

 HIGH DENSITY
 MEDIUM DENSITY
 LOW DENSITY



MASTER PLAN & PARCELS

RESIDENTIAL

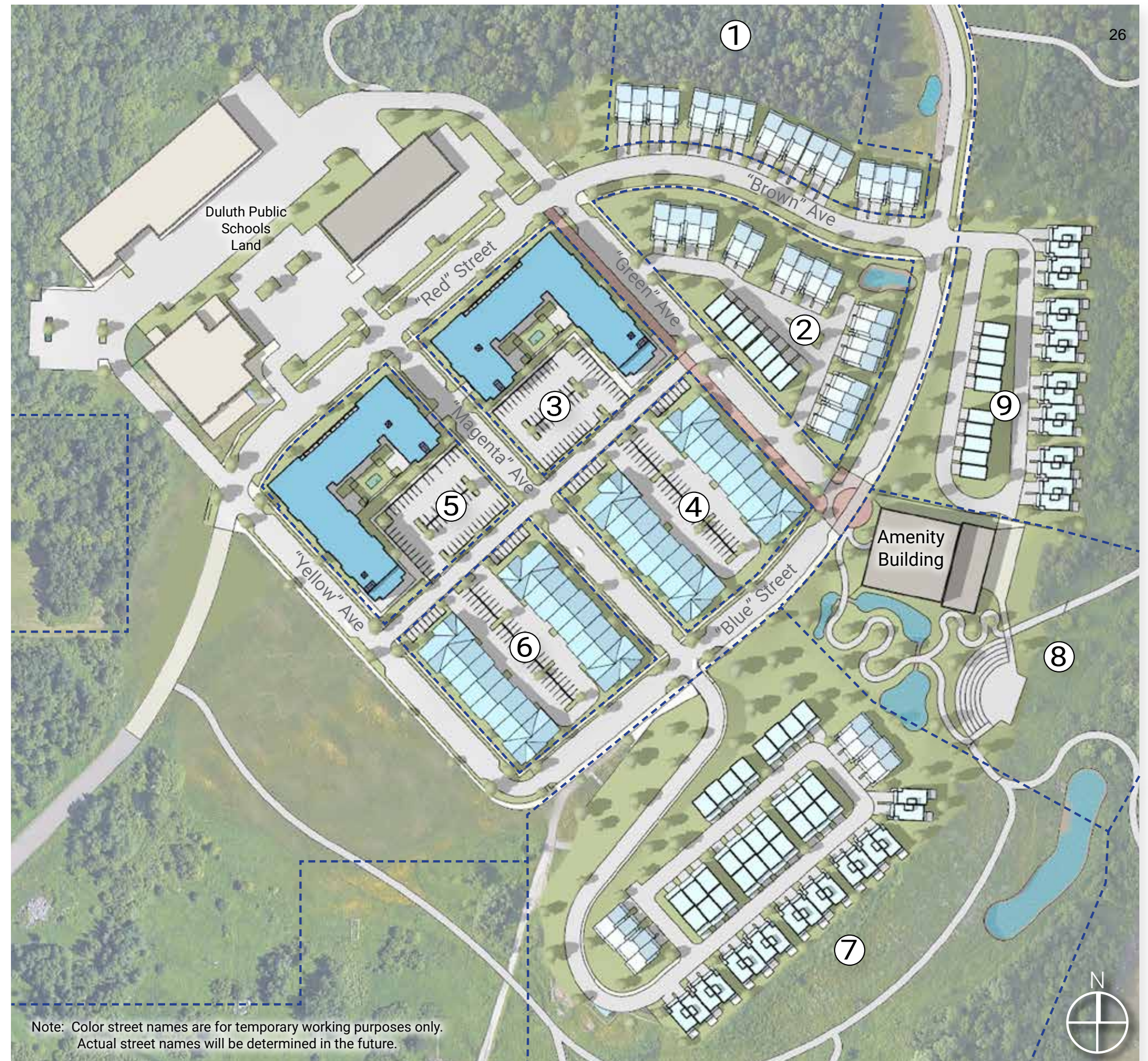
Estimated Number of Units: 443 Total Units
 Estimated Number Parking: 792 Stalls (not including street parking)

Est. Total Rentable SF: 531,880 SF
 Est. Total SF: 726,244 GSF

COMMERCIAL

Est. Total SF: 37,500 GSF

For specific parcel details see pages 12-20.





Please Note: At this point, the form depicted does not mean to imply architectural style or design. It is the physical representation of the numbers provided



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**Monday, February 7th
from 5 until 8 PM**

**Fitgers Complex | Spirit of the
North Theater**

**(Event will be held on the 3rd floor - take the
elevators in the middle of the complex)**

**600 East Superior St
Duluth MN 55802**

Exploring School Resource Officer Effectiveness Community Report Back

Duluth Public Schools and Marnita's Table invite you to join us for small group conversations facilitated by the Marnita's Table team to share your questions, comments, and concerns after exploring the results of our series of community feedback sessions and surveys about School Resource Officers and safety in Duluth schools.

Yes! The event is free and open to the public.

Yes! Good food will be provided for everyone from vegan to carnivore.

Yes! All ages are welcome.

Yes! We aim to create a safer space for all to provide an unbiased and complete picture of what everyone needs for a safe and welcoming school and work environment.

Yes! Translation and other access accommodations will be provided if you let us know ahead of time.



RSVP

marnitastable.org/isd709reportback

Questions? Call 612-275-1678

Duluth Public Schools and Marnita's Table invite you to join us for a community report back on the Engage! Exploring School Resource Officer Effectiveness community engagement series.

Monday, February 7th from 5-8 pm
Fitgers Complex (Spirit of the North Theater)
600 East Superior St
Duluth MN 55802

(Event will be held on the 3rd floor - take the elevators in the middle of the complex)

Yes! The event is free and open to the public.

Yes! Good food will be provided for everyone from vegan to carnivore.

Yes! All ages are welcome.

Yes! We aim to create a safer space for all to provide an unbiased and complete picture of what everyone needs for a safe and welcoming school and work environment. Yes! Translation and other access accommodations will be provided if you let us know ahead of time.

Let us know you are coming. RSVP at marnitastable.org/isd709reportback

What to Expect?

Expect to explore the results of our series of community feedback sessions and community survey about School Resource Officers and safety in Duluth schools. After reporting out the results there will be small group conversations facilitated by the Marnita's Table team to share your questions, comments, and concerns. Feedback will be written down, but deidentified to protect privacy. We ask that everyone joins out of uniform so that we can relate to each other as community members and not as our roles!

About Marnita's Table

At Marnita's Table, we seek to close gaps across difference through making Intentional Social Interaction the new pattern for society where Indigenous, people of color, the disenfranchised, the poor, the unheard, the fragile, the LGBTQ+ and anyone who is normally left out of community decision making are automatically included and valued at the policy-making and resource-sharing table. Experts at social capital building, we've welcomed almost 100,000 people from around the world and the around the way to find common ground while breaking bread – in person or online, we bring people together to create meaningful change and more equitable systems. Find out more at www.marnitastable.org.



CAREER AND TECHNICAL EDUCATION

ISD 709 Duluth Public Schools
Danette Seboe, CTE Coordinator
February 2022

PERKINS V

*The Strengthening Career and Technical Education for the
21st Century Act of 2018*

PERKINS V

- Designed to improve and expand high-quality Career and Technical Education (CTE) programs that meet both student and employer needs.
- Maintains a strong focus on academic rigor in CTE programs, while also emphasizing development of technical skills and employability skills that prepare students to be career and college ready after graduation.
- Promotes stronger connections
 - Between secondary and postsecondary education through greater emphasis on Programs of Study (POS)
 - Between education and industry through greater emphasis on work-based learning (WBL) experiences and industry-recognized credentials.

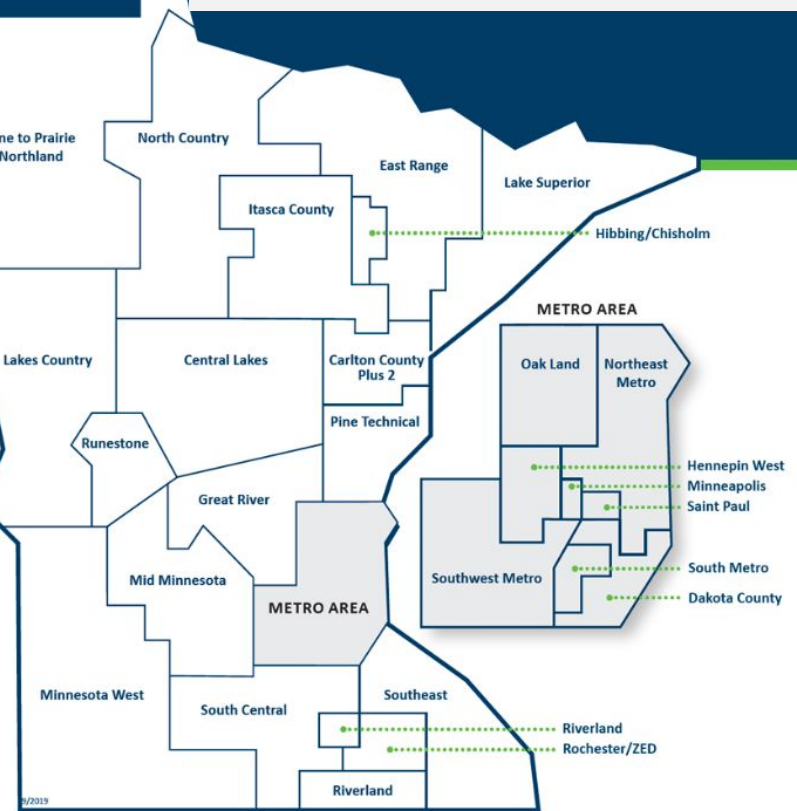
Implementation of Perkins V ensures that career and technical education programs are an integral part of a well-rounded secondary education, meeting the needs of students and educational systems as part of Minnesota's "Every Student Succeeds Act" (ESSA) plan.

THE CONSORTIUM MODEL AND FUNDING³⁵

- Minnesota uses the consortium model of secondary and postsecondary partnerships to facilitate allocation of Perkins V federal grant funds
- Grant is intended to spur innovation and support programs of study aligned with high-skill, high-wage, or in-demand occupations or industries.
- In order to access Perkins grant funds, local school districts must have approved CTE programs taught by appropriately-licensed CTE teachers.
- As part of the development of consortia Perkins plans, each consortia conducts a Comprehensive Local Needs Assessment (CLNA) which guides the development of their two-year consortia plans and priorities.
- Perkins V funding is a complement/supplement to local resources. It does not fully fund programs!

Perkins Consortia

Lake Superior and Carlton + combined in 21-22



LAKE SUPERIOR CONSORTIUM

LEAH BOTT, NORTHERN SCHOOLS SECONDARY
COORDINATOR

JILL MURRAY, SOUTHERN SCHOOLS (CARLTON +2)
SECONDARY COORDINATOR, POST-SECONDARY
COORDINATOR

MEMBER SCHOOLS

- | | | |
|-----------------|-----------------------------|-------------|
| BARNUM | DULUTH EAST | PROCTOR |
| CARLTON | ESKO | SILVER BAY |
| CLOQUET | FOND DU LAC | TWO HARBORS |
| COOK COUNTY | HERMANTOWN | WRENSHALL |
| CROMWELL-WRIGHT | MCGREGOR | DENFELD |
| MOOSE LAKE | LAKE SUPERIOR COLLEGE (LSC) | |

WHAT IS CAREER AND TECHNICAL EDUCATION IN MINNESOTA?

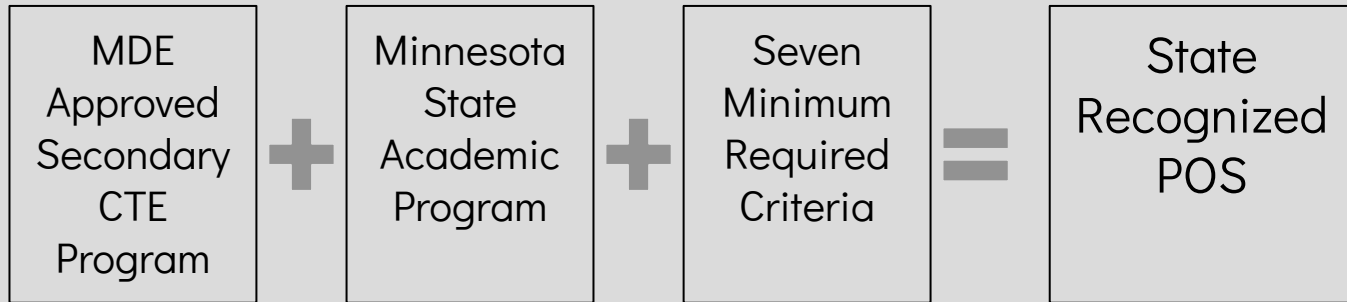
The elements of high-quality CTE programs include:

- **Standards-aligned and Integrated Curriculum:** development of CTE program curriculum and standards.
- **Integrated Network of Partnerships:** business and community partnerships to support CTE program alignment and success.
- **Course Sequencing and Credentials:** coordination of coursework progression in CTE programs and career pathways that lead to recognized postsecondary credentials.
- **Career-Connected Learning and Experiential Learning**
- **Industry-specific Facilities, Equipment, Technology and Materials**
- **Work-Based Learning (WBL):** firsthand, onsite student engagement opportunities in a given career field.
- **Data for Program Improvement and Advocacy**
- **Student Leadership Development:** leadership development through embedded classroom activities and Career and Technical Student Organization (CTSO) opportunities.
- **Access, Equity and Inclusion:** CTE program promotion and support for all student populations.
- **Student-Centered Instruction:** instructional strategies that support attainment of career-relevant knowledge and skills.
- **Professional Development for Knowledgeable Experts**

COMPONENTS OF PROGRAMS OF STUDY



COMPONENTS OF STATE-RECOGNIZED POS





The 7 Minimum Criteria:

40

1. **COURSE STANDARDS:** Aligned to academic, technical, and employability skills. Define what students are expected to know and be able to do to enter and advance in college and/or careers.
2. **INTEGRATED NETWORK OF PARTNERS:** Ongoing relationships among education, business, and diverse community stakeholders.
3. **MDE PROGRAM APPROVAL REQUIREMENTS MET:** Incorporate courses that lead to postsecondary credits/credentials. Appropriately licensed teachers, advisory committees, equitable student leadership opportunities, career exploration.
4. **POSTSECONDARY ACADEMIC PROGRAM:** Meets MN State Board and Higher Learning Commission requirements. Leads to the awarding of a degree, diploma, or certificate.
5. **MATERIALS, EQUIPMENT, AND RESOURCES:** Reflect current workplace, industry and/or occupational standards and practices for installation, use, maintenance, and safety.
6. **AUTHENTIC WORK EXPERIENCES:** Valued by industry, demonstrate progressive occupational learning aligned to industry workforce needs.
7. **COMPREHENSIVE LOCAL NEEDS ASSESSMENT (CLNA):** Systems and strategies for gathering, analyzing, and disseminating data. Supports Program of Study development, improvement, and advocacy.

The CLNA Guides Improvement:

1. **SIZE:** Whether the program can adequately address student learning outcomes:
 - a. Number of students
 - b. Number of instructors
 - c. Number of courses
 - d. Available resources such as space, equipment, supplies
2. **SCOPE:** Alignment to
 - a. A clearly defined career pathway,
 - b. Workforce needs
 - c. Implementation of articulated/dual enrollment credits
 - d. Development of employability skills in addition to specific work based skills
3. **QUALITY:** A program must meet 2 of the following 3 criteria:
 - a. High skilled individuals
 - b. Individuals who are competitive for high wage jobs
 - c. Individuals who are trained for in-demand occupations



LAKE SUPERIOR CONSORTIUM CLNA PRIORITY AREAS

- 01 **MARKETING**
BUILD AWARENESS OF CTE PROGRAMS AND CAREER OPPORTUNITIES THROUGHOUT CONSORTIUM AND/OR WITHIN INDIVIDUAL DISTRICTS
- 02 **HEALTHCARE AND MANUFACTURING**
NEW AND INNOVATIVE WAYS TO DEVELOP AND IMPROVE THESE CAREER FIELDS THAT ARE THE HIGHEST WAGE, HIGHEST DEMAND IN THE REGION
- 03 **WORK BASED LEARNING**
DEVELOPMENT OF AUTHENTIC CTE WBL PROGRAMS AND/OR ACTIVITIES
***5% OF CONSORTIUMS' BASIC ALLOCATION HERE*
- 04 **COLLABORATION**
CROSS-COLLABORATION BETWEEN DISCIPLINES AND/OR SCHOOLS
- 05 **SPECIAL POPULATIONS**
IMPROVE SERVICES TO IND. W/BARRIERS, INCL. LIMITED ENGLISH PROF; ECON DISAD; HOMELESS. FOSTER CARE, PARENT ACTIVE DUTY
****10% OF THE CONSORTIUM'S BASIC ALLOCATION HERE.*
- 06 **MATH AND READING**
NEW AND INNOVATIVE WAYS TO INCORPORATE INSTRUCTION
- 07 **RECRUITMENT, RETENTION, AND TRAINING OF CTE EDUCATORS**

FUNDING CTE: PREPARING STUDENTS TO ENTER HIGH-SKILL, HIGH-WAGE, HIGH DEMAND EMPLOYMENT IN MINNESOTA

43

PERKINS V

Consortium grant applications annually:
create or improve programs

CTE LEVY

Districts eligible for levy
equal to 35% of expenditures

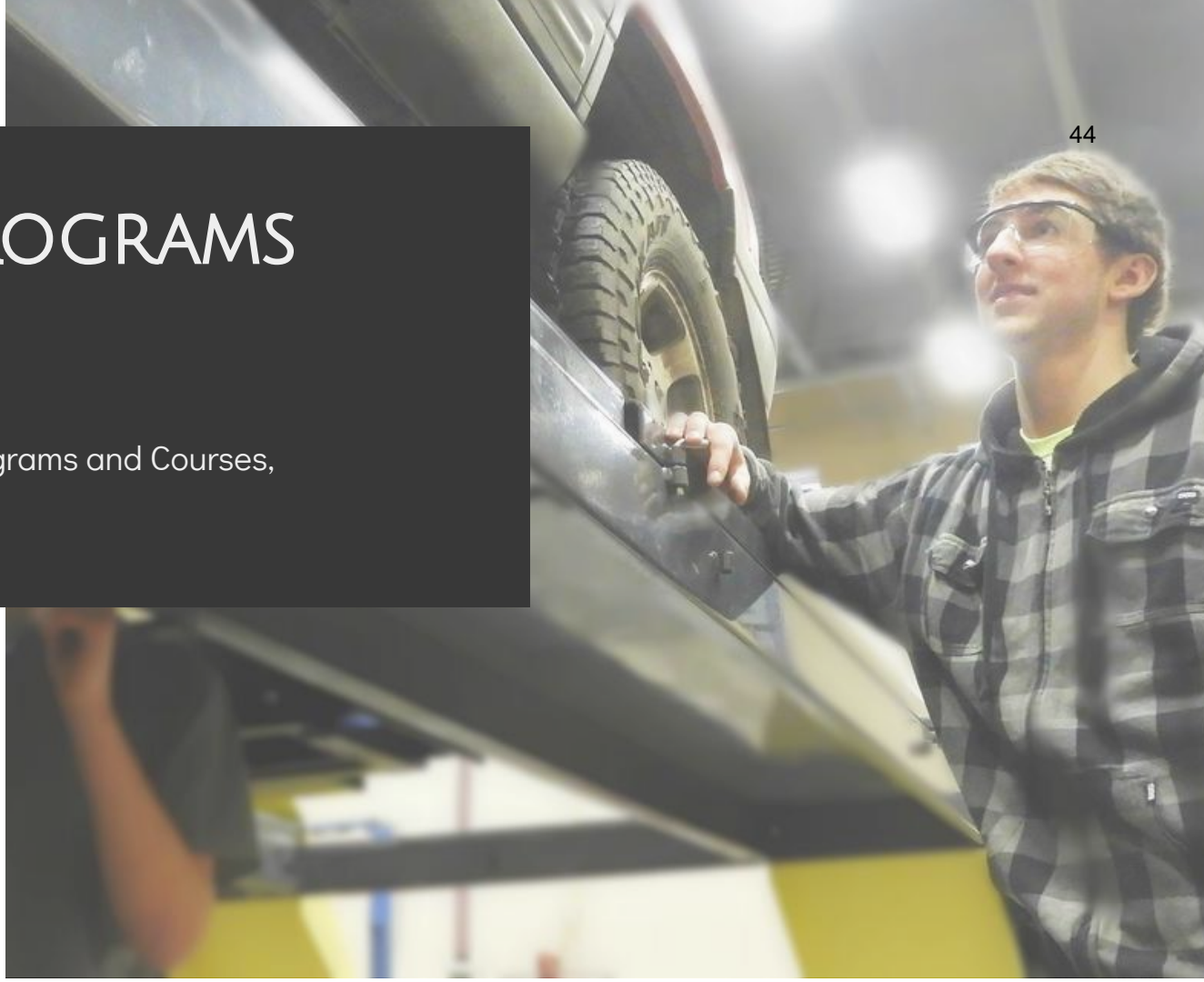
GENERAL FUNDS

Needed to fill the gap: CTE courses have high supply needs, equipment needs, and small class sizes

ISD 709 PROGRAMS OF STUDY

Duluth Public Schools Programs and Courses,

By the Numbers



Minnesota Career Fields and Clusters

[Link to Full MN Career Fields, Clusters & Pathways Map](#)



Career Field:
Engineering,
Manufacturing, & Tech

Cluster:
Science, Tech,
Engin. & Math

Pathways:
Science and
Mathematics

46

Course	Length/Credits	Open to Grades	Approx Cost Per Section	Sections Run in 21-22	Students Enrolled in 21-22
Aerospace Physics	1 pd Year 1.0 cr	11-12	\$1250	6 year long EHS, 1 year long DHS	75E, 26D

**This course meets the science graduation requirement of 1.0 in Chemistry or Physics.*

Career Field:
Agriculture, Food &
Natural Resources

Cluster:
Agriculture, Food &
Natural Resources

Pathways:
Natural Resource
Systems, Plant Systems

47

Course	Length/Credit	Open to Grades	Approx Cost Per Section	Sections Run in 21-22	Students Enrolled in 21-22
Forestry, Fish, and Wildlife (at EHS)	Block Semester, 1.0 cr	10-12	\$560	1 (block) EHS	18E/3D=21
Plant Science - Greenhouse 1	Block Semester, 1.0 cr	10-12	\$1050	1 (block) EHS	17E
Plant Science - Greenhouse 2	Block Semester, 1.0 cr	10-12	tbd	0 (block would be stacked EHS)	0
Plant Science - Greenhouse 1 (1 hr) NEW at DHS	1 pd Semester, 0.5 cr	10-12	\$400	2 DHS	63D

Career Field:
Engineering,
Manufacturing, & Tech

Cluster:
Transportation,
Distribution, & Logistics

Pathways:
Facility & Mobile
Equipment Maint.

48

Course	Length/Credits	Open to Grades	Approx Cost Per Section	Sections Run in 21-22	Students Enrolled in 21-22
Automotive Basics: Brakes and Engines	Block Year 2.0 cr	9-12	\$375	1 (block) DHS	14E/11D=25
Automotive Basics: Transmissions and Suspensions	Block Year 2.0 cr	9-12	\$375	1 (block) DHS	8E/19D=27
Advanced Automotive	Block Year 2.0 cr	10-12	\$375	1 (block) DHS	4E/6D=10

*Additional annual cost of \$3,900 for CDX

ARTICULATED CREDIT AVAILABLE FOR AUTO:

ISD 709 Course	College	College Course Name	Articulated Credits	College Course #
Automotive Basics: Brakes and Engines AND Advanced Automotive	LSC	Automotive Shop Management	1	ASTE 1490
		Brakes	1	ASTE 2440
		Charging and Starting Systems	1	ASTE 1500
		Engine Service	1	ASTE 1450
	WITC	Automotive Brake Systems	1	32404375
		Automotive Fundamentals	2	32404375
Automotive Basics: Transmissions and Suspensions AND Advanced Automotive	LSC	Transmission Lab	1	ASTE 2460
		Automotive Shop Management 1	1	ASTE 1490
		Clutch and Differential	1	ASTE 2430
		Basic Engine Driveability	1	ASTE 2400
		Air Conditioning	1	ASTE 1410
	WITC	Automotive Fundamentals	2	32404375
		Suspension and Alignment	1	32404379

AUTOMOTIVE CERTIFICATION AVAILABLE: ASE ENTRY LEVEL

The National Institute for Automotive Service Excellence (ASE) Entry-Level certification tests are designed to indicate a satisfactory level of practical knowledge-based readiness for the workforce in candidates seeking a career in the automotive service industry. ASE Entry-Level certification tests are available for the Automobile, Collision Repair/Refinish and M/H Truck segments (series). ASE Entry-level certification is the first step in building career credentials as an automotive service professional.

Career Field:
Business, Management
& Administration

Clusters:
Bus. Mgmt & Admin,
Marketing, Finance

Pathways:
Marketing,
Merchandising, Acct.

51

Course	Length/Credits	Open to Grades	Approx Cost Per Section	Sections Run in 21-22	Students Enrolled in 21-22
Business and Personal Finance	1 pd Semester 0.5 cr	10-12	\$200	3 EHS, 2 DHS	98E/100D
Introduction to Marketing and Business	1 pd Semester 0.5 cr	9-12	\$250	4 EHS, 2 DHS	132E/100D
Sports and Entertainment Marketing	1 pd Semester 0.5 cr	9-12	\$200	2 EHS, 1 DHS	54E/21D
Business Mgmt, Leadership, and Coaching	1 pd Semester 0.5 cr	9-12	\$200	0	0
Starting Your Own Business	1 pd Semester 0.5 cr	9-12	\$300	1 EHS, 0 DHS	32E/0D

ARTICULATED CREDITS AVAILABLE FOR BUSINESS:

ISD 709 Course	College	College Course Name	Articulated Credits	College Course #
Introduction to Marketing	LSC	Principles of Marketing	3	BUS 2400
Business and Personal Finance	LSC	Personal Finance (*Pending)	3	ACCT 1500

Career Field:
Human Services

Clusters:
Human Services,
Education & Training

Pathways:
Early Childhood,
Teaching/Training

53

Course	Length/Credits	Open to Grades	Approx Cost Per Section	Sections Run in 21-22	Students Enrolled in 21-22
Child Development/ Child Psychology	1 pd Semester 0.5 cr	9-12	TBD	0	0
Early Childhood and Education Professions	Block Semester 1.0 cr	10-12	TBD	0	0

**Instructor on leave 21-22*

Career Field:
Engineering,
Manufacturing, & Tech

Cluster:
Architecture and
Construction

Pathways:
Construction

54

Course	Length/Credits	Open to Grades	Approx Cost Per Section	Sections Run in 21-22	Students Enrolled in 21-22
Construction Technology 1	Block Year 2.0 cr	9-12	\$2300	3 (blocks) EHS	27E/13D=20
Construction Technology 2	Block Year 2.0 cr	10-12	\$2300	1 (block stacked) EHS	7E/16D=23
Construction Technology 3	Block Year 2.0 cr	11-12	\$2300	1 (block stacked) EHS	3E/7D=10

ARTICULATED CREDIT AVAILABLE FOR CONSTRUCTION:

ISD 709 Course	College	College Course Name	Articulated Credits	College Course #
Construction Technology 1	LSC	Carpentry Framing Lab	1	CARP 1412
		Roof Covering	1	CARP 1416
		Carpentry Exterior Lab 1	1	CARP 1510
Construction Technology 2	LSC	Carpentry Framing Lab	1	CARP 1412
		Roof Covering	1	CARP 1416
		Carpentry Exterior Lab 1	1	CARP 1510
Construction Technology 3	LSC	Carpentry Framing Lab	1	CARP 1412
		Roof Covering	1	CARP 1416
		Carpentry Exterior Lab	1	CARP 1510

Career Field: Engineering, Manufacturing, & Tech

Cluster: Architecture and Construction

Pathways: Construction

56

Course	Length/Credits	Open to Grades	Approx Cost Per Section	Sections Run in 21-22	Students Enrolled in 21-22
\$7,500 x 2 (annual Solidworks per school)					
Principles of Engineering	1 pd Sem / 0.5 cr	9-12	\$560	3 EHS, 2 DHS	47E, 33D
Sustainable Design	1 pd Sem / 0.5 cr	10-12	\$150	2 EHS, 0 DHS (stacked)	3E, 0D
Weldments	1 pd Sem / 0.5 cr	10-12	\$150	2 EHS, 0 DHS (stacked)	3D, 0D
Simulation: Finite Element Analysis	1 pd Sem / 0.5 cr	10-12		2 EHS, 1 DHS (stacked)	6E, 6D
Additive Manufacturing	1 pd Sem / 0.5 cr	10-12		0 EHS, 1 DHS (stacked)	0E, 2D
Advanced Eng Design I and II (CAD III and CAD IV)	1 pd Sem / 0.5 cr	10-12		1 EHS, 1 DHS (stacked)	1E, 5D
Advanced Ind Engineering Research and Design	1 pd Sem / 0.5 cr	11-12	\$150	0 EHS, 1 DHS (stacked)	0E, 5D
Fab Lab I and Fab Lab II	1 pd Sem / 0.5 cr	10-12		0	0
Manufacturing Technologies I and II	1 pd Sem / 0.5 cr	9-12	\$2,500	I: 1 EHS, 2 DHS / II: 1 EHS, 1 DHS	I: 22D, 49D / II: 22E, 19D
Advanced Manuf Technologies III	1 pd Sem / 0.5 cr	10-12	\$1,500	0	0
CAD for Architecture I and II	1 pd Sem / 0.5 cr	9-12		I: 1 EHS, 0 DHS / II: 1 EHS, 0 DHS	I: 23E, 0D / II: 24E, 0D
Advanced Ind Architecture Research and Design	1 pd Sem / 0.5 cr	9-12	\$150	2 EHS, 0 DHS (stacked)	2E, 0D

ARTICULATED CREDIT AVAILABLE FOR ENGINEERING:

ISD 709 Course	College	College Course Name	Articulated Credits	College Course #
Introduction to Engineering and Design AND Advanced Engineering and Design	LSC	Prototyping Processes	3	INMG 145
		Advanced Manufacturing Technologies 1 (Denfeld Only)	3	WLDG 1560

SOLIDWORKS CERTIFICATIONS AVAILABLE

- CSWA-E: Associate - Electrical
- CSWA-S: Associate - Simulation
- CSWP-CAM: Professional - CAM
- CSWP-MBD: Professional - MBD
- CSWP-S: Professional - Simulation
- CSWPA-DT: Professional Advanced - Drawing Tools
- CSWPA-MM: Professional Advanced - Mold Making
- CSWA-SD: Associate - Sustainability
- CSWP: Professional - SolidWorks FULL Exam
- CSWPA-WD: Professional Advanced: Weldments
- CSWA: Associate - SolidWorks FULL
- CSWA-AM: Associate - Additive Manufacturing
- CSWPA-SM: Professional Advanced - Sheet Metal
- CSWPA-SU: Professional Advanced - Surfacing

Career Field:
Arts, Communications,
& Information Systems

Clusters:
Arts, AV Tech, and
Communication

Pathways:
Printing Technology,
Visual Arts

59

Course	Length/Credits	Open to Grades	Approx Cost Per Section	Sections Run in 21-22	Students Enrolled in 21-22
Graphic Arts I	1 pd Year 1.0 cr	9-12	\$5300 (annual Adobe)	3 EHS, 2 DHS	64E, 42D
Graphic Arts II	1 pd Year 1.0 cr	10-12		2 EHS, 2 DHS (stacked)	7E, 3D
Graphic Arts III	1 pd Year 1.0 cr	11-12		2 EHS, 0 DHS (stacked)	2E, 0D

Career Field:
Health Science
Technology

Clusters:
Health Science

Pathways:
Support Services,
Therapeutic Services

60

Course	Length/Credits	Open to Grades	Approx Cost Per Section	Sections Run in 21-22	Students Enrolled in 21-22
Emergency Medical Responder	1 pd Semester 0.5 cr	11-12	\$500	1 EHS, 1 DHS	19E, 16D
CITS Medical Occupations	Block Semester 1.0 cr	11-12	\$1000	1 Block EHS, 1 Block DHS	24E, 11D
CITS Intro to Nursing / Home Health	Block Semester 1.0 cr	11-12	\$1000	1 Block EHS, 1 Block DHS	20E, 10D

ARTICULATED CREDIT AVAILABLE FOR HEALTHCARE

ISD 709 Course	College	College Course Name	Articulated Credits	College ⁶¹ Course #
Emergency Medical Responder	LSC	First Aid & CPR/AED for Healthcare Professionals	1	ALTH 1430
<i>Completion of EMR Testing</i>	LSC	EMS First Responder	3	FIRE 1556
<i>AHA Heartsaver passed but not EMR</i>		Basic Life Support for Emergency Service Providers	1	FIRE 1560

DUAL ENROLLMENT (TRANSCRIPTED) CREDIT:

ISD 709 Course	College	College Course Name	COLLEGE CREDITS	College Course #
CITS Medical Occupations	LSC	Intro to Allied Health	2	ALTH 1400
		Medical Terminology	1	ALTH 1410
CITS Intro to Nursing / Home Health	LSC	Nursing Assistant / Home Health Aide	4	NUNA 1420

Career Field:
Business, Management
& Administration

Clusters:
Hospitality and
Tourism

Pathways:
Restaurants and ⁶²
Food/Beverage Serv.

Course	Length/Credits	Open to Grades	Approx Cost Per Section	Sections Run in 21-22	Students Enrolled in 21-22
Introduction to Cooking	1 pd Semester 0.5 cr	9-12	\$5000	4 EHS, 4 DHS	104E/120D
Restaurant Industry Level 1	Block Semester 1.0	9-12	\$26,375	0 EHS, 4 DHS	0E/97D
Restaurant Industry Level 2	Block Semester 1.0	10-12	(w/Lvl1)	0 EHS, 2 DHS	0E/39D
Classical Line Cooking	Block Semester 1.0	9-12	\$27,000	0	0
Classical Cooking	Block Semester 1.0	9-12	0	0	0
Restaurant Management	Block Semester 1.0	10-12	0	0	0
Waiter/Waitress	Block Semester 1.0	9-12	\$1500	0	0

WHAT DO WE NEED?

63

CTE AND DISTRICT STAFF ARE WORKING TOGETHER TO INCREASE CLARITY AND IMPROVE STRUCTURES AROUND:

REALISTIC SUPPLY BUDGETS

Clarifying needs so that sections can be planned and budgets allocated prior to the new school year

STAFF SUPPORT

Posting early to meet requirements, completing paperwork for licensing in spring so staff are ready to go by August, MNACTE membership and PD

REPAIR/REPLACEMENT BUDGETING

We need to plan ahead with a budget that accrues so we are prepared when expensive and critical equipment needs repair or replacement

CTE WORKS!

Helping All Minnesotans Achieve Their Career and College Aspirations.

247,970

COMBINED NUMBER
OF SECONDARY
AND POSTSECONDARY STUDENTS
enrolled in career and technical
education (CTE) courses in 2019

SECONDARY

92%

4-year graduation
rate for all CTE
concentrators.

(Students who completed
240 CTE course hours
within one career field)

65%

CTE concentrators
who graduated
and go on to
postsecondary.

POSTSECONDARY

80%

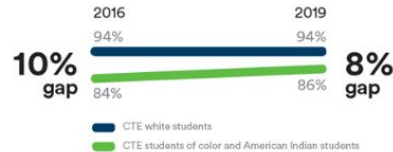
CTE concentrators
who graduated or
continued their
education.

86%

Students placed
or retained in
employment.

(By the end of the 2nd
quarter following the year
they completed a CTE
program)

4-year graduation gaps are closing
for CTE secondary students



Meeting workforce needs in 2020



Percent of jobs that will
require postsecondary
education and training
beyond high school.

The logo features the word "BE" in white capital letters inside a white circle, positioned above the word "SMART" in large, bold, white capital letters. The letter "I" in "SMART" is replaced by a white silhouette of a person's head and shoulders.

Be SMART is a program developed by
Moms Demand Action for Gun Sense in America
to bring together parents and all adults concerned
about kids, guns and safety.

BeSMARTforKids.org

MOMS 
DEMAND
ACTION
FOR GUN SENSE IN AMERICA


EVERYTOWN
FOR GUN SAFETY | SUPPORT FUND

More than

1,600

**children under the age of 18
are killed with guns in the US
every year—an average
of 5 children every day.¹**

1. CDC, Underlying Cause of Death, 2015-2019.

**In incidents of gunfire
on school grounds, up to**

80%

**of shooters under the age of 18
obtained the gun(s) they used
from their home or the homes
of relatives or friends.¹**

1. Everytown, AFT, & NEA, "Keeping Our Schools Safe: A Plan for Preventing Mass Shootings and Ending All Gun Violence in American Schools," 2020.



- We all want kids to grow up happy and healthy.
- We each have the right to make responsible decisions about how to protect our homes, families and communities—including whether or not to have a gun in our home.
- If we can prevent even one child gun death, or injury, it's our responsibility to do so.

AN AMERICAN PROBLEM

NBC

*Shooting At
Kentucky High School
Leaves 2 Dead,
At Least 17 Injured¹*

MIAMI HERALD

*Louisa toddler
dead after 4-year-old brother
thought gun was a toy²*

69

JACKSON FREE PRESS

*A Hunger to Live:
The Struggle to
Interrupt the Cycle
of Violence³*

USA TODAY

*Guns + impulsive
teenagers = tragedy⁴*

1. NBC. Kentucky High School Shooting: Two dead after attack at Marshall County High School, 2018.

2. Miami Herald. 4-year-old thought gun was a toy. Now his little brother is dead, Virginia cops say, 2018.

3. Jackson Free Press. A hunger to Live: The struggle to interrupt the cycle of violence, 2016.

4. USA Today. Dad gets 5 years probation for gun son used in suicide, 2014.

BE
SMART

SECURE

**all guns in
your homes
and vehicles**

MODEL

**responsible
behavior**

ASK

**about
unsecured
guns in
other homes**

RECOGNIZE

**the role
of guns
in suicide**

TELL

**your peers
to Be SMART**



S

Secure all guns in your homes and vehicles

- 13 million households with children contain at least one gun.¹
- One study found that the majority of children in gun-owning households knew where the gun was stored.²
- Store guns locked and unloaded, store ammunition separately.
- Hiding a gun is not "securing" a gun.

1. Azrael D, et al. Firearm storage in gun-owning households with children: Results of a 2015 national survey. *Journal of Urban Health*. 2018.

2. Baxley F, et al. Parental misperceptions about children and firearms. *Archives of Pediatrics & Adolescent Medicine*. 2006.



M

Model responsible behavior

- It is always an adult's responsibility to prevent unauthorized access to guns, not a curious child's responsibility to avoid guns.
- Make it part of the normal safety conversation you have with your children.
- Keep the language simple; for example: "If you see a gun, don't touch it. Tell an adult right away."

A woman with dark hair, wearing a white button-down shirt and blue jeans, is talking on a black smartphone. She is smiling and looking down at a young boy with dark hair, who is wearing a white t-shirt and looking up at her. They are in a room with a white chair and a blue cabinet in the background.

A

**Ask about unsecured
guns in other homes**

- Make it part of your general safety conversation you have when sending your child to a new home.
- Try email or text.
- 5.4 million U.S. children live in a household with at least one loaded, unlocked gun.¹

1. Personal communication from Deborah Azrael and Matthew Miller to Everytown based on 2021 National Firearm Survey, August 11, 2021.

He isn't allergic to anything.

One other safety question.
Do you guys have guns in
the home? I know kids are
curious & just want to make
sure if you do have any that
they are securely stored.

Screen time is ok? Just in case
they want to play and we have
time. If not then that's ok too.
No guns.

Great! Yes. Video games are ok.





R

Recognize the role of guns in suicide

- Most people who attempt suicide do not die—unless they use a gun.¹
- 90% of suicide attempts with a gun result in death—a much higher fatality rate than any other means of self-harm.²
- This contributes to the fact that 40% of child suicides involve a gun.³

1. Everytown for Gun Safety, *Disrupting Access: Addressing Firearm Suicide in the U.S.* 2018.

2. Conner A, et al., "Suicide Case-Fatality Rates in the United States, 2007 to 2014: A Nationwide Population-Based Study," 2019.

3. CDC, *Underlying Cause of Death, 2015 to 2019.*

A survey of high school students found that

17%

had seriously considered attempting suicide within the last year.¹

And one study showed that

41%

of adolescents in gun-owning households report having "easy access" to the guns in their home.²

1. Kann L, et al. Youth Risk Behavior Surveillance — United States, 2017.

2. Simonetti JA, et al. Psychiatric comorbidity, suicidality, and in-home firearm access among a nationally representative sample of adolescents. *JAMA Psychiatry*. 2015.

**NATIONAL SUICIDE
PREVENTION LIFELINE**

**call 1-800-273-8255
available 24
hours everyday.**

**TREVOR
PROJECT**

**the LGBTQ youth
suicide prevention line.
Call TrevorLifeline
at 1-866-488-7386.**

**TEXT HOME
TO 741-741**

**from anywhere in the
United States, anytime,
about any type of crisis.**

T

**Tell your peers
to Be SMART**

- Your voice and all voices are critical.
- Research shows that law enforcement, the military, and hunting or outdoor groups are particularly effective at communicating safe storage practices.¹
- Someone hears the Be SMART message every 21 minutes.

1. Crifasi CK, et al. Storage practices of US gun owners in 2016. *American Journal of Public Health*. 2018.

BE
SMART

SECURE

**all guns in
your homes
and vehicles**

MODEL

**responsible
behavior**

ASK

**about
unsecured
guns in
other homes**

RECOGNIZE

**the role
of guns
in suicide**

TELL

**your peers
to Be SMART**

1. Centers for Disease Control and Prevention. National Center for Health Statistics. WONDER Online Database, Underlying Cause of Death. Data from 2019. Children and teenagers aged 1 to 17, Black defined as non-Hispanic, number of deaths by known intent (homicide, suicide, unintentional deaths). Age 0 to 1 calculated separately by the CDC because leading causes of death for newborns and infants are specific to the age group.
2. Centers for Disease Control and Prevention. National Center for Health Statistics. WONDER Online Database, Underlying Cause of Death. A yearly average was developed using five years of most recent available data: 2015 to 2019. Analysis includes children aged 0 to 17, homicide includes legal intervention.
3. Centers for Disease Control and Prevention. National Center for Health Statistics. WONDER Online Database, Underlying Cause of Death. A yearly average was developed using five years of most recent available data: 2015 to 2019. Analysis includes children aged 0 to 17, homicide includes legal intervention.
4. Azrael D, Cohen J, Salhi C, Miller M. Firearm storage in gun-owning households with children: Results of a 2015 national survey. *Journal of Urban Health*. 2018; 95(3): 295-304. Study defined children as under the age of 18.
5. Fowler KA, Dahlberg LL, Haileyesus T, Gutierrez C, Bacon S. Childhood Firearm Injuries in the United States. *Pediatrics*. 2017; 140(1).
6. Guohua L, et al. Factors Associated with the Intent of Firearm-Related Injuries in Pediatric Trauma Patients. *Archives of Pediatric & Adolescent Med*. 1996; 1160, 1162.
7. Grossman DC, Mueller BA, Riedy C, et al. Gun storage practices and risk of youth suicide and unintentional injuries. *JAMA: The Journal of the American Medical Association*. 2005; 293(6): 707-714.
8. Hemenway D, Azrael D, Miller M. Whose guns are stolen? The epidemiology of gun theft victims. *Journal of Injury Epidemiology*. 2017; 4(1): 11.
9. Stolzenberg L, D'Alessia SJ. Gun availability and violent crime: New evidence from National Incident-Based Reporting System. *Social Forces*. 2000; 78(4): 1461-1482.
10. Everytown analyzed data obtained by *The Trace* from 1,054 law enforcement agencies in 36 states and Washington, DC. For the yearly comparison, Everytown narrowed the analysis of local data obtained by *The Trace* to 39 cities in 16 states based on the availability of data for all years between 2006 and 2015. Available at: <https://bit.ly/2UmQhUX>.
11. Baxley F, Miller M. Parental misperceptions about children and firearms. *Archives of Pediatrics & Adolescent Medicine*. 2006; 160(5): 542-547.
12. Hardy, MS. Teaching firearm safety to children: Failure of a program. *Journal of Developmental & Behavioral Pediatrics*. 2002; 23, 71-76.
13. Grossman DC, Mueller BA, Riedy C, et al. Gun storage practices and risk of youth suicide and unintentional injuries. *JAMA: The Journal of the American Medical Association*. 2005; 293(6): 707-714.

February 3, 2022

Monthly Committee of the Whole Board Meeting

3.B.1) d. Be SMART secure firearm storage educational campaign

Attachments:

1. 2019 Resolution: National Gun Violence Awareness Day in the Duluth Public Schools
2. MN firearm storage statues
3. ISD 709 Newsletters
4. Lake Oswego School District: Secure Gun Storage Resolution
5. Fairfax County Public Schools
6. Los Angeles Board of Education
7. Memorandum of Understanding, Midland, South Carolina



RESOLUTION
DECLARING THE FIRST FRIDAY IN JUNE TO BE
NATIONAL GUN VIOLENCE AWARENESS DAY IN THE DULUTH PUBLIC SCHOOLS

This resolution declares the first Friday in June to be National Gun Violence Awareness Day in the Duluth Public School District to honor and remember all victims and survivors of gun violence and to declare that we as a country must do more to reduce gun violence.

WHEREAS, every day, 100 Americans are killed by gun violence and on average there are nearly 13,000 gun homicides every year; and

WHEREAS, Americans are 25 times more likely to be killed with guns than people in other high-income developed countries; and

WHEREAS, protecting public safety in the communities they serve is a high priority of the School District; and

WHEREAS, support for the Second Amendment rights of law-abiding citizens goes hand-in-hand with responsible gun ownership; and

WHEREAS, in January 2013, Hadiya Pendleton, a teenager who marched in President Obama's second inaugural parade and was tragically shot and killed just weeks later, should be now celebrating her 22nd birthday; and

WHEREAS, to help honor Hadiya – and the 100 Americans whose lives are cut short and the countless survivors who are injured by shootings every day – a national coalition of organizations has designated June 7, 2019, the first Friday in June, as the 5th National Gun Violence Awareness Day; and

WHEREAS, the idea was inspired by a group of Hadiya's friends, who asked their classmates to commemorate her life by wearing orange; they chose this color because hunters wear orange to announce themselves to other hunters when out in the woods and orange is a color that symbolizes the value of human life; and

WHEREAS, anyone can join this campaign by pledging to Wear Orange on June 7th, the first Friday in June in 2019, to help raise awareness about gun violence; and

WHEREAS, by wearing orange on June 7, 2019 Americans will raise awareness about gun violence and honor the lives of gun violence victims and survivors; and

WHEREAS, we renew our commitment to reduce gun violence and pledge to do all we can to keep firearms out of the wrong hands, and encourage responsible gun ownership to help keep our children safe.

NOW, THEREFORE BE IT RESOLVED, that the Duluth School Board declares the first Friday in June, June 7, 2019, to be National Gun Violence Awareness Day in the Duluth Public Schools. We encourage all schools to support their local communities' efforts to prevent the tragic effects of gun violence.

INFORMATION ABOUT MINNESOTA PARENT/GUARDIAN LEGAL DUTIES CONCERNING SAFE GUN STORAGE

Minnesota Statute 609.666 Negligent storage of firearms. Subd. 2. Access to firearms. A person is guilty of a gross misdemeanor who negligently stores or leaves a loaded firearm in a location where the person knows, or reasonably should know, that a child (person under age 18) is likely to gain access, unless reasonable action is taken to secure the firearm against access by the child.

Minnesota Statute 609.378 Neglect or Endangerment of a Child. Subd. 1(c). Persons guilty of neglect or endangerment. A person who intentionally or recklessly causes a child under 14 years of age to be placed in a situation likely to substantially harm the child's physical health or cause the child's death as a result of the child's access to a loaded firearm is guilty of child endangerment and may be sentenced to imprisonment for not more than one year or to payment of a fine of not more than \$3,000, or both.

If the endangerment results in substantial harm to the child's physical health, the person may be sentenced to imprisonment for not more than five years or to payment of a fine of not more than \$10,000, or both.

Duluth ISD 709 takes steps to ensure that campuses are safe from the threat of gun violence. Any student found in possession of a firearm on campus is subject to immediate out-of-school suspension, immediate notification of police, parent/guardian notification and expulsion proceedings.

October 10, 2019

ISD 709 News

Spotlight: Squeamish?

Denfeld & Duluth East Medical Occupation students learned all about medical lab careers, thanks to a visit from professionals at [Essentia Health](#). The visit included drawing blood, handling brain, tumor and other tissue samples, looking for diseases under a microscope and more. They learned what people in medical labs do, what kind of education is required and how they are an important part of any health care team.

[#Inspire709](#) [#HandMeThatBrainTissue](#)
www.ISD709.org/Denfeld
www.ISD709.org/Duluth-East
www.isd709.org/career-and-technical-education



Cold, Snowy Weather Strategies

It's never too early to start preparing for cold temps or snowy conditions that may result in school closing for the day or starting two hours late.

All families, especially those with elementary age students, should have a contingency plan for their children in the event of weather-related school closings or a Two Hour Late Start.

[Learn More](#)



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Firearm Safety Reminder

Did you know:

- 4.6 million American children live in homes with guns that are both loaded and unlocked.

Accessibility

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- Nearly 260 children 17 and under gain access to a firearm and unintentionally shoot themselves or someone else—sometimes fatally.
- Every year, nearly 600 children 17 and under die by suicide with a gun.



The Be SMART framework is designed to help parents and adults normalize conversations about gun safety and take responsible actions that can prevent child gun deaths and injuries.

Secure all guns in your home and vehicles

Model responsible behavior around guns

Ask about the presence of unsecured guns in other homes

Recognize the role of guns in suicide

Tell your peers to be smart

Safety is always an adult responsibility. Kids will be kids. They won't always make smart decisions about their own safety. Assume that curious or impulsive kids may find and touch an unsecured gun, even if they've been told not to. If a child handles a gun, a bad decision can quickly become a fatal one.

Protect kids by storing guns locked, unloaded and separately from ammunition, and by making sure children are never in the presence of unsecured guns.

[Be SMART Website](#)

October School Board Agenda Items - [Detailed Information Online](#)

(This is not a comprehensive list of Board agenda items)

>>**Facilities Management & Capital Projects Status Report**

>>**Assistant Superintendent and Director of Curriculum Reports**

>>**Policy Updates**

>>**North Star Data:** At the Education Committee meeting the Board received detailed information regarding Minnesota's North Star accountability system data and district strategies.

>>**Superintendent Search:** At the HR Committee meeting the Board discussed proposals received from outside consultants interested in assisting with the superintendent search. Three proposals were received, the Board opted to extend their deadline to see if two more firms would submit proposals.

[View School Board Meetings on YouTube](#)

Pathways2Teaching Founder Visits Duluth

Dr. Margarita Bianco visited Duluth this week to observe our Pathways2Teaching (P2T) classes and attend the Minnesota Association of School Administrators presentation.

Representatives from Duluth Public Schools, including Sumair Sheikh, presented information about the district's P2T journey.

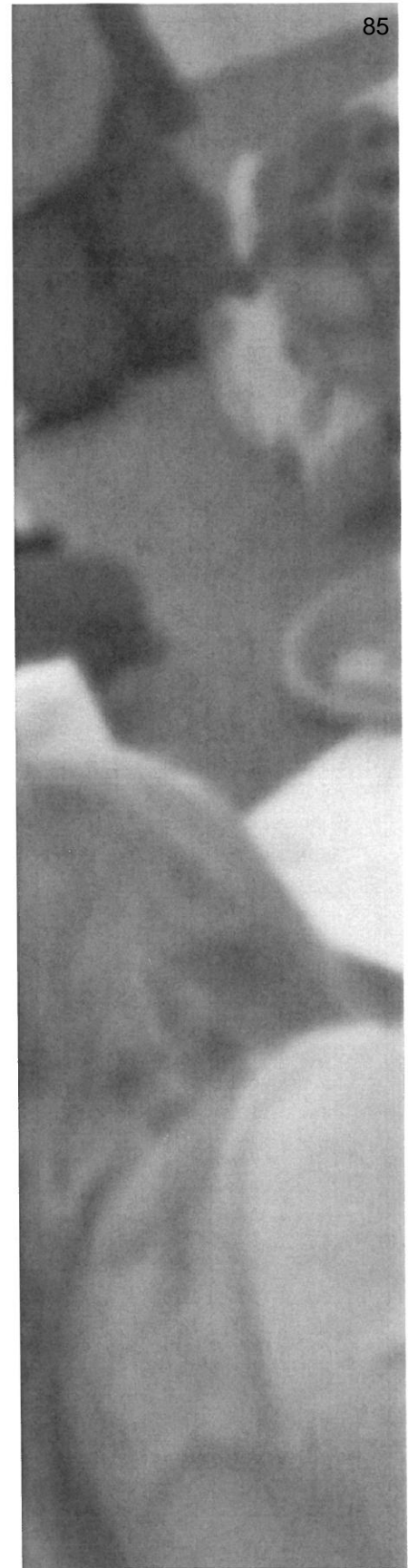
Dr. Bianco is an associate professor in the School of Education and Human Development at the University of Colorado Denver and Founder of the Pathways2Teaching program. She is the recipient of several awards including the Outstanding Researcher Award from the Council for Learning Disabilities, University of Colorado Denver's Rosa Parks Diversity Award, the 2011 University of Colorado President's Diversity Award, and most recently the University of Colorado's 2012 Teaching Excellence Award.



From the Greyhound Reader:

Duluth East German Exchange Program

Twenty-four students from Albstadt, Germany, travelled with their teachers to Duluth through the German American Partnership Program (GAPP). Duluth East students took on the role of host and welcomed GAPP students into their homes and families.



The German students explored Duluth and visited the North Shore, State Capitol and the Mall of America. More importantly, there were also able to experience true American life with their host families and make great connections with friends.

In June 2020, Duluth East students will have an opportunity to visit their German partners during a three-week stay in Germany and will visit Berlin, Munich and Austria. For over 18 years, Duluth East High School has had an ongoing exchange program with Progymnasium Taifingen in Albstadt, Germany.

The Duluth East High School German Department, with teachers Frau Hinzman and Frau Lull, is pleased to be able to offer this opportunity to the Duluth East Community for another great year. *Thank you, Emily Lull and Duluth East Greyhound Reader for the photo and info.*
www.ISD709.org/Duluth-East

Food for Thought Student-Run Restaurant Open to Public

ISD 709 high school students offer a classical menu for the public Tuesdays, Wednesdays and Thursdays at Duluth East.

Reservations and orders are required at least 24 hours in advance!

They become part of the lesson plan as students learn introductory and advanced techniques in line cooking, culinary skills and the intricacies of service.

[Check online for details](#)

[ISD 709 Career & Technical Education](http://www.ISD709.org/Career-Technical-Education)



Lincoln Park Smart Cats!

Congratulations to students in the Lincoln Park Middle School Knowledge Bowl Team ... they took second place in their first tournament this month!

[#Inspire709](#) [#waytogo](#) [#smartcats](#) [#wildcatpride](#)

www.ISD709.org/Lincoln-Park



Maroon & Gold Day

Students at Stowe Elementary celebrated Maroon & Gold Day at school (just like the big kids at Denfeld do)! Big school spirit in these future Hunters.

www.ISD709.org/Stowe-Elementary



Spotlight: ALC at Hawk Ridge

ALC Wilderness Elite Students Soar

Students from Duluth Area Learning Center visited [Hawk Ridge Bird Observatory](#) to experience the raptor migration. They learned how to use binoculars, how to identify birds in flight and were able to help release a Red-tailed hawk and several Sharp-shinned hawks. They learned about the science involved in banding, types of data collected, how to catch birds and what researchers learn from banding birds.

The students are part of ALC's Wilderness Elite Program. ALC teachers Mike Descombaz, Todd Mickolajak, and Phil Thouin, along with Integration Specialist, Jamie Bennett accompanied the group.

Many thanks to those supporting this outstanding learning opportunity: Hawk Ridge Bird Observatory, [Duluth Superior Area Community Foundation](#), [Esperanza Fund](#), the Office of



Education Equity, Duluth Public Schools and Duluth Area Learning Center staff, who always jump at the chance to offer our students impactful, high-quality educational experiences. Thank you Jamie Bennett and Phil Thouin for the photos and info. #Inspire709 #LearningInFlight www.ISD709.org/area-learning-center/index



Duluth East High School Theatre Presents the Musical:

CHICAGO

ONE WEEKEND ONLY!

Show Dates: October 24-26 7:00 PM, October 27 1:00 PM

Duluth East High School

301 N. 40th Avenue East, Duluth MN

Ticket Prices: \$15 Adults, \$10 Students

Tickets sold at the door only. Sales begin 1 hour before curtain, doors open 30 minutes before curtain! Show runs 1 hour and 45 minutes with a 15 minute intermission.

****Some minor adult language and content****

In roaring twenties Chicago, Roxie Hart murders faithless lover Fred Casely and convinces her hapless husband, Amos, to take the rap...until Amos finds out he's been duped and turns on Roxie!

Convicted and sentenced to death row, Roxie and another "Merry Murderess" Velma Kelly vie for the spotlight and the headlines, ultimately joining forces in search of the American Dream: fame, fortune, and acquittal. This sharp-edged satire features a dazzling score that sparked the original staging and choreography by Bob Fosse.



Duluth Area Learning Center Blood Drive

(You're invited & all your family and friends, seriously, *invite everyone!*)

When?

Wednesday, October 23rd from 7:30AM to 2:30PM

Where?

Bus parked in 3rd St. & Lake Ave. parking lot

HUGE BONUS: For every unit collected, \$10 goes towards a scholarship for an ALC student (minimum of 50 units required between our 3 blood drives).

Last year's two blood drives (one canceled due to weather) resulted in 63 units collected and \$630 in scholarship money!

Click **HERE** to schedule online or contact Jackie Dolentz at (218) 336-8704, ext. 1008 or jacqueline.dolentz@isd709.org

SAVE THE DATES for future blood drives (same time and location):

- 01.30.20 (Thursday)
- 04.30.20.19 (Thursday)





Stay Connected

Facebook @ISD709News

215 N. 1st Avenue East, Duluth ...

218-336-8700

info@ISD709.org

ISD709.org





Homecroft October News

10.11.19

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October 2019

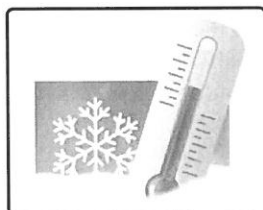
We are closing a busy week at Homecroft Elementary School. Parent/teacher conferences were held on Tuesday and Thursday, and we will have another night in the upcoming week on Tuesday, October 15th. If you have not scheduled a time to meet with your child's teacher, we encourage and welcome you to come in for a visit.

Picture day is here! Students are getting their pictures taken as this is being typed. If you missed ordering pictures, you still can by visiting [Lifetouch Picture Order](#). Our school code is EVTW4T49F. Retake day will be November 15.

Parents/Guardians are reminded that there is No School next Thursday/Friday, October 17 & 18th due to MEA. Enjoy the long weekend!

HOLIDAY PROGRAM CHANGE ANNOUNCEMENT: Due to a scheduling conflict with Lester Park, our holiday program will be **Thursday, December 19th**. We apologize for the change, but wanted to provide you with ample time to plan ahead. Students will have the dress rehearsal on Dec. 18th.

Please **Save the Date: Veteran's Day Program, Homecroft Elementary School, Monday, Nov. 11th**. More information will be coming home as we get closer to November.



LSYC Fall Prelude

- More information and registration is at <http://www.lsyouthchorus.org/prelude>.
- Students from other sites are encouraged to participate at a site near them.
- Let us know how we can support you or if

BE SMART

With the onset of fall, many venture to the woods to hunt for grouse, deer, and other critters. We urge everyone to be SMART this fall and please read the following firearm safety reminders.

Did you know:

Got Snow?

Cold, Snowy Weather Strategies

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- Fall prelude is underway, but registrations are open.
- https://drive.google.com/file/d/1VuYON3V_44h6IYVCOKGk44OhW2mXc13/view

are both loaded and unlocked.

- *Nearly 260 children 17 and under gain access to a firearm and unintentionally shoot themselves or someone else—sometimes fatally.*
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Protect kids by storing guns locked, unloaded and separately from ammunition, and by making sure children are never in the presence of unsecured guns.

[Be SMART Website](#)

weather-related school closings or a Two Hour Late Start.

[Learn More](#)

Wellness Policy and Snack Time



set by the USDA nutritional guidelines. Just a reminder that students are allowed to bring a snack to school but we encourage that it be fruit, vegetables, granola bars rather than chips, pop, candy, etc. Please check with your child's teacher to learn more about the snack procedures in their individual classroom.

Right.

If you would like more information on our wellness policy please visit...<https://drive.google.com/file/d/0B6Jc3S65Ott8ZThVV3VGVFp0bms/view>

If you would like to know the snack encouraged by USDA please visit...<https://www.fns.usda.gov/healthierschoolday/tools-schools-focusing-smart-snacks>



PBIS School Wide Behavior update

We are focusing on and celebrating our behavior expectations of being Respectful, Responsible, and Safe each week. During morning announcements, we highlight the specific area of focus each day, such as cafeteria, playground, etc. and share with students timely and relevant information/expectation for each area. This is reiterated in the classroom by the teacher and further guidance is provided and modeled. Students who are exemplar in being Respectful, Responsible, and Safe will earn a Buzz Badge to wear on Friday. A certificate with recognizing their accomplishments will be displayed in our main entry display case as well.

We will rotate through our three areas of focus each month. If you have questions about this or anything school wide behavior related, please be in touch.

Save the Date!! Fall Carnival October 30th & 31st

Our PTA needs your help in hosting our annual Fall Carnival. We need.....

- 10 to 12 volunteers will be needed for the evening of Wednesday the 30th for carnival set up
- 40 volunteers will be needed Thursday the 31st for a half day or full day
- More information and sign up will be sent out soon!!
- Please consider helping out at the largest PTA event of the year!!!



What if there is a change for the end of the day?

We recognize that there are times when you might need to pick up your child early from school or need to change their placement for the end of the day.

We ask that you contact the school early in the day if you need to make a change to your child's after school routine. It is best if you directly contact your child's teacher with a note in the morning. Please do not depend on voicemail or email communication with the teacher as they may not get a chance to check these forms of communication while working with



Homecroft Elementary School Information

@gohomecroft

4784 Howard Gnesen Road, ...

218-336-8865

thomas.cawcutt@isd709.org

isd709.org/homecroft-eleme...

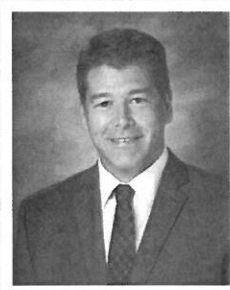
Update

ISD 709 News 12/10/21

From Superintendent John Magas

Dear Families:

As we prepare for an extended Winter Break, I'm once again grateful for the dedication of our community partners. As we added two days to the break, December 22 and January 3, to support safety, they saw a need and rallied to help provide additional child care, COVID testing and booster opportunities. I've witnessed this outpouring of care many times since starting with the district. Duluth is truly an incredible place to live and work.



The break will be an opportunity to ensure student, staff and family COVID safety, as well as operational safety due to staffing constraints. It may also be a time of respite, acknowledging the stress and challenges both families and staff are facing due to the pandemic, recognizing the efforts to go above and beyond in challenging times. This courage and resilience is an inspiration to me and another example of why I'm proud to be part of this community.

Thank you for your understanding and support. Thanks for all you do as we continue to navigate the challenges of this school year.

Sincerely,

John Magas

If you have questions or thoughts about what's going on in our school district, email: ReturnToLearn@ISD709.org

2021-22 Winter Break Extended

During a special meeting held in the Denfeld Media Center, the Duluth School Board approved a resolution extending the 2021-22 Winter Break by two days ([view the resolution](#)).

The two districtwide closure days added are Wednesday December 22 and Monday January 3. There will be no school for students, and school and district offices will be closed.

The extension will address staff and student safety, including the impact of staffing shortages on district operations.

The Duluth school district is working with community partners to provide food and mental health support, as well as child care associated with the extension. The district is also partnering with Essentia Health to offer staff and student booster clinics prior to break as well as COVID testing for staff and students on January 3, 2022.



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Free COVID Booster Clinics December 21

Duluth Public Schools and Essentia Health are providing COVID booster shot clinics at Denfeld and Duluth East High Schools prior to the Winter Break. The clinics are for students 16 years and older and all interested ISD 709 staff:

Tuesday, December 21 2:00PM - 4:30PM

- Denfeld High School Auditorium, 401 N. 44th Avenue West
- Duluth East High School Career Center, 301 N. 40th Avenue East

SIGN UP BY THURS 12/16 4:00PM!

[Details and Registration](#)

Free COVID Testing January 3

Duluth Public Schools and Essential Health are providing COVID testing for ISD 709 staff and students at two community sites after the upcoming Winter Break. Essentia will provide a Polymerase Chain Reaction (PCR) test. This is not a rapid test, and it can take up to two days to get test results.

We're working to set up testing for Monday January 3, 2021 at two locations, one on the west side of Duluth, one on the east side. Details will be shared as soon as they're finalized.

Free To ISD 709 Families: Childcare

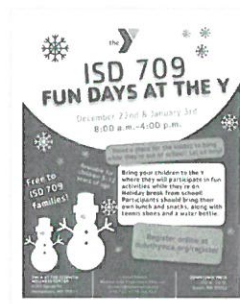
ISD 709 Fun Days at the Y

December 22nd & January 3rd, 8:00AM - 4:00PM

Registration Required, *Space is Limited.* duluthymca.org/register

Bring your children to the Y where they will participate in fun activities while they're on Holiday break from school! Participant should bring their own lunch and snacks, along with tennis shoes and a water bottle.

Questions? cbowen@duluthymca.org or 218.722.4745 ext 522



COVID Vax For Ages 5 and Older

Free COVID Vaccinations Available for Ages 5 years and Older:

- Contact your pediatrician, health care provider, local pharmacy or family medicine clinic about appointments.
- [Visit mn.gov/vaxforkids](http://mn.gov/vaxforkids) for COVID vaccines for children and teens.
- Use [Minnesota's Vaccine Locator Map](#) to find a vaccine provider near you.
- Check for [vaccine appointments using the CDC's Vaccine Finder](#). You can search for appointments by vaccine type (e.g., Pfizer) and find pharmacies offering pediatric vaccinations.
- Minnesota Department of Health COVID-19 Public Hotline: 1-833-431-2053
- St. Louis County Vaccine Opportunities: stlouiscountymn.gov/vaccineregistration

[The Minnesota Department of Health has created a resource with information about COVID-19 vaccines for people under 18 years old.](#)

[The MN Dept of Health's About COVID-19 Vaccine web page](#) includes information on the vaccine and what to expect before, during and after vaccination.

[The What You Should Know About COVID-19 Vaccines document](#) provides answers to many questions families may have.



From Assistant Superintendent Anthony Bonds

Dear Families,

Last week, the Oxford High School community in the Oxford Township of Michigan was rocked by tragedy as the result of the senseless shooting of students and staff by a 15-year-old high school student. My heart and prayers go out to those students, staff, families, and the entire community.



As the proud father of two amazing daughters, I am tearing up at the thought of one of them being injured or traumatized by such an incident or the thought of me being on the receiving end of a call saying one of them has been injured or killed. Even though they are young adults now, when my girls hurt, I still hurt. It is the papa bear in me so I can only imagine the pain and hurt those families are going through.

Since the Columbine shooting in 1999 - coincidentally the year I took a leadership position as a high school assistant principal - school districts have strived to prepare staff to respond to these kinds of emergencies. As I watched the classroom video footage from Oxford, it was impressive to see how the teacher and students responded when the gunman attempted to enter their classroom. It was clear to me that they instinctively knew what to do or they had practiced what to do during a lockdown.

ISD709 currently uses and provides staff with the active shooter training known as ALICE-. Last week, staff were encouraged to review the ALICE training again. Also, school principals have or will meet with their emergency planning team to determine how best to review safety protocols with staff and to practice with students. [Click this link](#), if you would like to learn more about ALICE.

Lastly, please help us keep students and staff safe by properly securing weapons at home. Click this link for additional information: [BeSmart Secure Storage](#).

Thank you for everything you do to create positive, supportive, and safe learning environments.

Educationally yours,

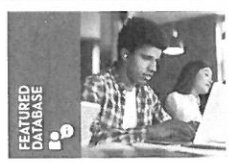
Anthony Bonds

ACT, SAT, PSAT Test Prep

From the Duluth Public Library:

Attention, high school students taking the ACT, SAT or PSAT this coming year! The Duluth Public Library offers free ACT, SAT, PSAT and more test prep programs and free practice tests.

LearningExpress Library <https://duluthlibrary.org/databases/>



Blended Learning Initiative

Duluth Public Schools students are leveraging technology to facilitate their education in a blended learning environment.

Blended learning enhances in-person learning by providing each student educational access to digital and online resources. In our



school district, that access is provided through use of a district Chromebook, approved software and online services.

[View the Family Enablement Year One Plan](http://www.ISD709.org/BlendedLearning)
www.ISD709.org/BlendedLearning

REMINDER - If A School Bus Route Is Cancelled

School bus driver shortages and rising COVID rates make it possible this school year that there may be days where a school bus route must be cancelled at the last minute.

Cancelling a school bus route at the last minute is not a preferred strategy and we hope we never have to take this step. However, Duluth school district schools and staff are preparing for this possibility and to ensure families are prepared as well.

- **The need to cancel a school bus route for a day may be announced the night before or early in the morning (between 5AM to 6:15AM)** much like a snow day.
- **The bus route will be referred to by School Name/AM or PM Service/a Route Number.** In Infinite Campus Parent Portal you can check your child's morning and afternoon route numbers.
- **Families impacted by the bus route cancellation will be notified:**
 - Automated phone call from the school district
 - Email from the school district
 - Text from the school district (if the family is set up to receive texts)
- **Families impacted by the school bus route cancellation can either:**
 - Provide transportation for their child in place of that route or
 - Keep their child home and, as long as they report the absence to the school, it will be considered excused.
- **Families, especially those with elementary age students, should have a contingency plan for their children** in the event of a school bus route cancellation.

Please know that we are all doing our best to work through challenges specific to school bus transportation and greatly appreciate your patience and understanding as we do so. We apologize for any inconvenience changes may cause.

The Duluth school district continues to actively recruit new bus drivers and there are currently new drivers in training. We encourage anyone interested in becoming a school bus driver to apply at www.ISD709.org/Jobs.

We Need Substitutes!

Make a difference by becoming a Duluth Public Schools substitute, our schools need you.

Licensed and non-licensed, a variety of areas.

[Current Job Openings](#)

Questions? Email: noncerthr@isd709.org or call (218) 336-8722

Duluth Public Schools is an equal opportunity employer.



Laura MacArthur Students Explore Navajo Frybread History

Navajo frybread originated 144 years ago, when the United States forced Native Americans living in Arizona to make the 300-mile journey known as the "Long Walk" and relocate to New Mexico, onto land that couldn't easily support their traditional staples of vegetables and beans.

Laura MacArthur 4th grade students in Ms. Peltó's class (led by Mrs. Miller, Native American Advocate and assisted by Cal Harris)



learned fry bread history while making and tasting frybread during Native American Heritage Month. One of several activities to learn about and honor Native American culture.

#Inspire709

www.ISD709.org/Laura-MacArthur

Denfeld Student Receives Music Scholarship

Congratulations to Laelia Sackett, recipient of a Bluebird Foundation music scholarship! Thank you to the Lundeen Family for supporting local music students! .

#Inspire709 #HunterPride

www.ISD709.org/Denfeld



Lincoln Park MS Spelling Bee Success

Congratulations to Lincoln Park Middle School Spelling Bee participants, one of them could be the next @ScrippsBee winner!

#Inspire709 #SmartCats

www.ISD709.org/Lincoln-Park



Outdoor Smores

Students at Stowe Elementary had outdoor fun making Smores. What a treat!

#Inspire709

www.ISD709.org/Stowe-Elementary

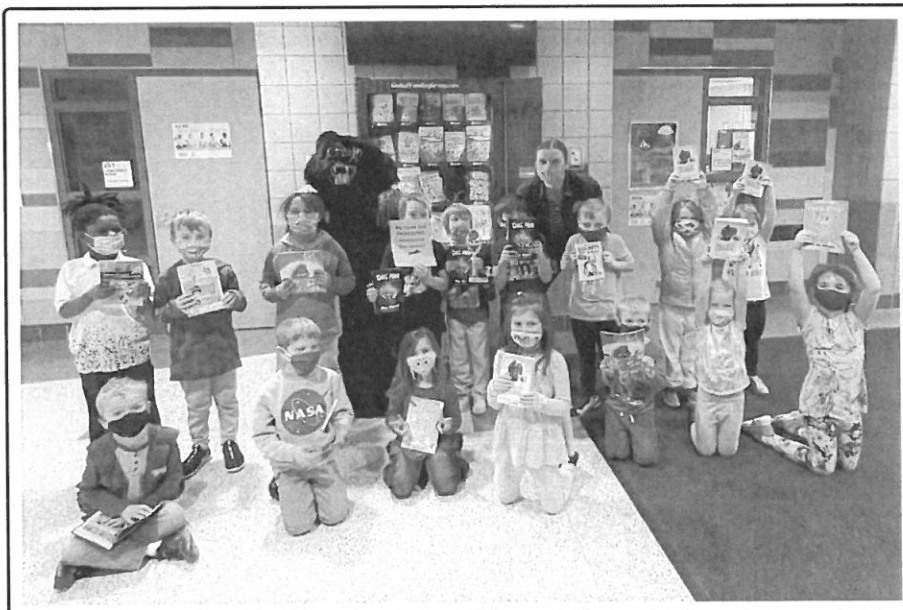


Piedmont Students Earn Books

Students in Mrs. Pernu's 1st Grade class were November attendance winners and all were able to pick out a book from the school book vending machine!

#Inspire709 #ProudPanthers

www.ISD709.org/Piedmont-Elementary





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4316 Rice Lake Road, Duluth, ...
218-336-8700

info@ISD709.org
ISD709.org

Administrative School District No.7j
Lake Oswego School District

Resolution No.

Secure Gun Storage

This resolution sets forth one of Lake Oswego School District's highest priorities school safety, in particular a focus on gun violence prevention through a model of leadership, information and education. The school district is striving to provide an inclusive and safe learning community with challenging opportunities that develop lifelong learners and contributing world citizens.

Whereas, evidence strongly suggests that secure firearm storage is an essential component to any effective strategy to keep schools and students safe;

Whereas, an estimated 4.6 million American children live in households with at least one loaded, unlocked firearm;

Whereas, every year, nearly 350 children under the age of 18 unintentionally shoot themselves or someone else. That's roughly one unintentional shooting per day, and 77 percent of these incidents take place inside a home;

Whereas, another 590 children die by gun suicide each year, most often using guns belonging to a family member;

Whereas, in incidents of gun violence on school grounds, 79 percent of active shooters are current students or recent graduates, and 78 percent of shooters under the age of 18 obtained their guns from their own home, a relative's home, or from friends;

Whereas, research shows that secure firearm storage practices are associated with up to an 85 percent reduction in the risk of self-inflicted and unintentional firearm injuries among children and teens;

Whereas, the U.S. Secret Service National Threat Assessment Center recommends the importance of appropriate storage of weapons because many school attackers used firearms acquired from their homes;

Whereas, across the country, lawmakers, community members, and local leaders are working together to implement public awareness campaigns, such as Moms Demand Action for Gun

Sense in America's Be SMART program, which is endorsed by the National PTA and which encourages secure gun storage practices and highlights the public safety risks of unsecured guns;

Whereas, keeping students, teachers and staff safe from the threat of gun violence should be the shared responsibility of all adult stakeholders at each of our school sites;

Whereas, in order to continue with preventative measures to increase student and school safety we must continue to act; now therefore, be it,

Resolved, that the Board directs the Superintendent and staff to update the District website to include information about the secure storage of firearms;

Resolved further, that the Board directs the District to make parents and guardians aware of the importance of secure gun storage to protect minors from accessing irresponsibly stored guns; and, be it finally;

Resolved, that the Board and the Superintendent will continue to work with local law enforcement agencies, health agencies and non-profits to collaborate and increase efforts to inform District parents about secure storage of firearms in their homes.

Adopted this 24th day of February, 2020

Signed:


 School Board Chair


 School Board Vice Chair

Attest


 Superintendent

OLYMPICS NEWS: Olympic spotlight back on China | NBC to call action from US | Meet local Olympians | Czechs beat China in women's hockey | Olympic torch relay passes by Great Wall

This article is about 2 months old

Fairfax Co. schools to put out informational advisory on safe gun storage

Matthew Delaney | mdelaney@wtop.com

December 17, 2021, 11:40 PM

Listen now to WTOP News WTOP.com | Alexa | Google Home | WTOP App | 103.5 FM

Virginia’s largest school system is using its access to over 170,000 parents to get the word out on the state’s new law about gun storage.

A portion of Fairfax County Public Schools’ board meeting Thursday was dedicated to discussing the new law, which makes it illegal for any person to leave a loaded, unsecure firearm that could endanger a child under 14 years of age.

The law also says it’s illegal for a child under 12 to use a firearm except under supervision of an adult.

-
- [More Fairfax County News](#)
 - [More Virginia News](#)
-





Fairfax Superintendent Scott Brabrand said that the school system is committed to spreading a message about gun safety and storage, and that it will also have an official message on the topic following the upcoming winter break.

Brabrand added that he wants it to become an annual message for the school system to put out to families.

This came after multiple parents spoke during the public comment section.

“I ask about gun storage before sending my kids into other homes,” Fairfax County parent Ashley Misitzis said.

“Sometimes I learned guns are stored securely, unloaded and locked from ammunition. Other times I learn a loaded gun is on the top shelf of a closet or in the drawer of a night stand.”

Misitzis cited research saying that 75% of children know where a gun is located in the home, and a third of them have handled those firearms “often without their parents knowledge.”

Another Fairfax parent, Heather Foglio, who volunteers with anti-gun violence organization Moms Demand Action, reminded the school system of its key role



“Like all public health epidemics, we need to use data and evidence-based practices to prevent future tragedies from occurring,” Foglio said. “Research shows that one of the best ways to protect children and teens from accessing guns is to implement fire arms storage practices.”

Board members Karl Frisch and Laura Jane Cohen echoed their support of the Superintendent Brabrand’s decision to inform families about safe gun storage.

Everytown for Gun Safety, another anti-gun violence organization, said that over 5 million children live in households with at least one loaded, unlocked firearm. The organization also said that nearly 350 children under the age of 18 unintentionally shoot themselves or someone else every year.

Top Articles



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Board of Education Approves Safe Gun Storage Measure (6-18-19)

Citing potential safety threats caused by unsecured firearms, the Board of Education voted unanimously today to educate parents about proper gun storage and their legal obligation to safely secure any firearms in their home.

The resolution authored by Board Member Scott M. Schmerelson requires parents to sign a letter each year acknowledging their understanding of their firearm storage responsibilities and provides that school-site staff be trained in how to detect and prevent gun violence. The measure was co-sponsored by Board Member Dr. George J. McKenna III and Board Vice President Nick Melvoin.

“Families can prevent a tragedy by following the law and making sure that firearms in the home are secured,” Superintendent Austin Beutner said.

“As school board members, we have a profound responsibility to address the all-too-frequent school shootings that we are witnessing in modern America,” Board Member Schmerelson said. “Nearly 70% of student shooters gained access to a lawfully purchased gun from their residence or the residence of a relative, 87% of kids know where their parents' guns are kept and 60% have handled them. Over 80% of teens who commit suicide with a gun used one that belonged to someone in their home, and guns are the third leading cause of death for kids. I am hopeful that the measures called for in my resolution will better educate parents and guardians about their legal obligation to safely store firearms.”

“We know that parents are always a child’s first teacher, but current times dictate that we elevate the conversation about gun safety,” Board Member Dr. McKenna said. “We all have a responsibility to take all precaution to keep our children safe.”

“The safety of our students is one of our top priorities, and awareness about gun storage can save kids’ lives,” Board Vice President Melvoin said. “Even if Congress refuses to legislate on common-sense gun control, Los Angeles Unified will do what we exist to do – educate our families.”

“Safety is our highest priority in Los Angeles Unified, and we have led many efforts within the past two years to deepen our work on student safety,” Board Member Kelly Gonez said. “I look forward to continued partnership with the city around safe passages and other efforts to ensure our students are safe and secure in schools and our communities.”

The measure also received the backing of civic and community leaders.

"It's the legal obligation of every parent who owns guns to store them safely," Los Angeles City Attorney Mike Feuer said. "I applaud Board Member Schmerelson for authoring, and his fellow Board Members for passing, this very important measure to save students' lives."

“Women Against Gun Violence, a non-profit working for over 25 years in Los Angeles County to prevent gun violence, is excited to support the resolution to distribute safe gun storage information to parents and caretakers,” said Donna Finkelstein, a board member for the organization. “Safe gun storage saves lives.”

###

MOU STRATEGIC PARTNERSHIP AGREEMENT

This MOU Strategic Partnership Agreement (the "Agreement") is effective December 9, 2021.

- AMONG: Everytown for Gun Safety Support Fund, Inc. (Everytown Support Fund)
P.O. Box 4184, New York, NY 10163
- AND: Prisma Health Richland Hospital at
5 Richland Medical Park Drive, Columbia, SC 29203
- AND: Prisma Health Tuomey Hospital at
129 N. Washington Street, Sumter, SC 29150
- AND: Lexington Medical Center at
2720 Sunset Boulevard, West Columbia, SC 29169
- AND: Medical University Hospital Authority d/b/a MUSC Health Columbia Medical Center
Downtown at
2435 Forest Drive, Columbia, South Carolina 29204
- AND: Medical University Hospital Authority d/b/a MUSC Health Columbia Medical Center
Northeast
120 Gateway Corporate Boulevard, Columbia, SC 29203
- AND: Medical University Hospital Authority d/b/a MUSC Health Fairfield Imaging and
Emergency
1810 US Highway 321 South, Winnsboro, SC 29180
- AND: Medical University Hospital Authority d/b/a MUSC Health Kershaw Medical Center
1315 Roberts Street, Camden, SC 29020
- AND: Regional Medical Center of Orangeburg at
3000 St. Matthews Road, Orangeburg, SC 29118
- AND: Calhoun County School District at
125 Herlong Ave. St. Matthews, SC 29135
- AND: Calhoun County Sheriff's Office
2811 Old Belleville Rd, Saint Matthews, SC 29135
- AND: Fairfield County School District at
1226 US Highway 321 By-Pass South, Winnsboro, SC 29180

- AND: Fairfield County Sheriff's Office
350 Columbia Road, Winnsboro, SC 29180
- AND: Department of Public Safety – Town of Winnsboro
117 W. Washington Street, Winnsboro, SC 29180
- AND: Lexington County School District 3 at
338 West Columbia Avenue, Batesburg-Leesville, South Carolina 29006
- AND: Lexington County School District 4 at
607 E 5th Street, Swansea, SC 29160
- AND: Town of Gaston Police Department at
131 N. Carlisle Street, Gaston, SC 29053
- AND: Town of Swansea Police Department at
300 West 3rd Street, Swansea, South Carolina 29160
- AND: School District 5 of Lexington & Richland Counties at
1020 Dutch Fork Rd., Irmo, SC 29063
- AND: Orangeburg County School District at
102 Founders Court, Orangeburg, SC 29118
- AND: Orangeburg County Sheriff's Office at
1520 Ellis Avenue, Orangeburg, SC 29118
- AND: City of Orangeburg - Department of Public Safety at
1320 Middleton St, Orangeburg, SC 29115
- AND: Richland County School District One at
1616 Richland Street, Columbia, SC 29201
- AND: Richland County School District Two at
124 Risdon Way, Columbia, SC 29223
- AND: Richland County Sheriff's Department at
5623 Two Notch Road. Columbia, SC 29223
- AND: Sumter County School District at
1345 Wilson Hall Road, Sumter, SC 29150
- AND: City of Sumter Police Department at
335 N Lafayette Drive, Sumter, SC 29150

AND: Sumter County Sheriff's Office
1281 North Main Street, Sumter, SC 29153

WHEREAS every year, nearly 350 children in America under the age of 18 unintentionally shoot themselves or someone else.¹

WHEREAS another 700 children under 18 years old in America die by gun suicide each year,² most often using guns belonging to a family member;³

WHEREAS in incidents of gun violence on school grounds in America, 75 percent of active shooters were current or former students,⁴ and 73–80 percent of shooters under the age of 18 obtained the gun(s) they used from their home or the homes of relatives or friends;⁵

WHEREAS firearms are the leading cause of death for American children and teens,⁶

WHEREAS gun violence costs South Carolina \$6.1 billion each year, of which \$297.5 million is paid by taxpayers.⁷

WHEREAS child suicide deaths in South Carolina have increased every year from 2015 to 2019 and 49% of child suicide deaths were caused by discharge of firearms (latest data available 2019),⁸

WHEREAS an estimated 5.4 million American children live in homes with at least one gun that is loaded and unlocked,⁹

WHEREAS there were at least 12 unintentional shootings by children in South Carolina in 2020,¹⁰

¹ Everytown for Gun Safety Support Fund, "Preventable Tragedies: Findings from the #NotAnAccident Index," August 30, 2021, <https://everytownresearch.org/report/notanaccident/>; Everytown for Gun Safety Support Fund, "#NotAnAccident Index," <https://everytownresearch.org/maps/notanaccident/>.

² Centers for Disease Control and Prevention, National Center for Health Statistics. WONDER Online Database, Underlying Cause of Death. A yearly average was developed using five years of most recent available data: 2015-2019 Children defined as aged 0 to 17.

³ Renee M. Johnson et al., "Who Are the Owners of Firearms Used in Adolescent Suicides?," *Suicide & Life-Threatening Behavior* 40, no. 6 (2010): 609–11, <https://doi.org/10.1521/suli.2010.40.6.609>.

⁴ New York City Police Department, "Active Shooter: Recommendations and Analysis for Risk Mitigation," 2016, <https://on.nyc.gov/2nWHM40>.

⁵ National Threat Assessment Center, "Protecting America's Schools: A US Secret Service Analysis of Targeted School Violence" (US Secret Service, Department of Homeland Security, 2019), <https://bit.ly/2U7vnwa>; John Woodrow Cox and Steven Rich, "The Gun's Not in the Closet," *Washington Post*, August 1, 2018, <https://wapo.st/2TyDnTW>; Centers for Disease Control and Prevention, National Center for Injury Prevention and Control, Division of Violence Prevention, "Source of Firearms Used by Students in School-Associated Violent Deaths, United States, 1992-1999," *MMWR Weekly* 52, no. 9 (March 7, 2003): 169–72, <https://bit.ly/2RGthlo>.

⁶ Everytown for Gun Safety Support Fund, "EveryStat: South Carolina," <https://everystat.org/#SouthCarolina>. Analysis of CDC, Underlying Cause of Death, One Year Count: 2019.

⁷ Everytown for Gun Safety Support Fund, "EveryStat: South Carolina," <https://everystat.org/#SouthCarolina>, Analysis of CDC Fatal injury 2018 and HCUP nonfatal injury 2017 by Ted R. Miller.

⁸ South Carolina Joint Citizens and Legislative Committee on Children, "2021 Data Reference Book," <https://bit.ly/3ks7qMv>.

⁹ Everytown for Gun Safety Support Fund, "Preventable Tragedies: Findings from the #NotAnAccident Index," August 30, 2021, <https://everytownresearch.org/report/notanaccident/> citing Deborah Azreal and Matthew Miller forthcoming 2021 National Firearms Survey.

¹⁰ Everytown for Gun Safety Support Fund, "#NotAnAccident Index," <https://everytownresearch.org/maps/notanaccident/>.

WHEREAS there have been at least five incidents of gunfire¹¹ and at least 29 incidents where firearms were discovered¹² on school campuses in South Carolina so far in 2021.

WHEREAS research shows that secure firearm storage practices are associated with up to a 78 percent lower risk of self-inflicted firearm injuries and an 85 percent lower risk of unintentional firearm injuries among children and teens¹³;

WHEREAS evidence strongly suggests that secure firearm storage is an essential component to any effective strategy to keep schools and students safe;¹⁴

WHEREAS the U.S. Secret Service National Threat Assessment Center recommends the importance of appropriate storage of weapons because many school attackers used firearms acquired from their homes;¹⁵

WHEREAS across the country, lawmakers, community members, and local leaders are working together to implement public awareness campaigns, such as Everytown Support Fund's Be SMART program, which is endorsed by the National PTA and by the SC Chapter of the American Academy of Pediatrics, and which encourages secure gun storage practices and highlights the public safety risks of unsecured guns;

WHEREAS keeping students, teachers and staff safe from the threat of gun violence should be the responsibility of all adult stakeholders at each school site;

WHEREAS each of the above-listed Parties is concerned about gun violence and is desirous to enter this Memorandum of Understanding, setting out the terms and conditions of the Partnership.

NOW THEREFORE, in consideration of the premises and of the mutual agreements contain in this Agreement, the Parties hereto agree as follows:

1. PARTNERSHIP PURPOSE

1.1. The purpose of the Partnership is to work together to reduce firearm-related injuries and deaths in our communities by educating parents and other adults on the principles of Be SMART, an educational program developed by Everytown Support Fund, and by helping eliminate the barriers to securing firearm storage among gun owners.

2. OBLIGATIONS OF THE PARTIES

2.1. The Parties acknowledge that no contractual relationship is created among them by this Memorandum. Notwithstanding the foregoing, the Parties agree to be bound by the terms of the License in Section 2.1.7 herein. The Parties agree to work together to ensure success of the

¹¹ Everytown for Gun Safety Support Fund, "Gunfire on School Grounds in the United States" accessed December 4, 2021, <https://everytownresearch.org/maps/gunfire-on-school-grounds/>.

¹² Gun Violence Archive, accessed December 6, 2021, <https://www.gunviolencearchive.org/>. Query of incidents of gun at school, no death/injury - elementary/secondary school in South Carolina between January 1 and December 6, 2021.

¹³ David C. Grossman et al., "Gun Storage Practices and Risk of Youth Suicide and Unintentional Firearm Injuries," *JAMA* 293, no. 6 (2005): 707-14, <https://doi.org/10.1001/jama.293.6.70>.

¹⁴ Everytown for Gun Safety Support Fund, "Keeping Our Schools Safe: A Plan for Preventing Mass Shootings and Ending All Gun Violence in American Schools," January 25, 2021, <https://everytownresearch.org/report/preventing-gun-violence-in-american-schools/>.

¹⁵ National Threat Assessment Center, "Protecting America's Schools: A US Secret Service Analysis of Targeted School Violence" (US Secret Service, Department of Homeland Security, 2019), <https://bit.ly/2U7vnwa>.

Partnership and to assign appropriate financial, administrative and managerial resources to the Partnership. The scope of the Partnership shall be defined by mutual consent and will include:

- 2.1.1. Each member of this Partnership agrees to help share the Be SMART message to parents and adults in our communities. Options for sharing the Be SMART message by Partners include, but are not limited to:
 - 2.1.1.1. Update School District Student Handbooks to include information about the secure storage of firearms;
 - 2.1.1.2. Create an appropriate letter, in English and Spanish, from District Superintendents to parents and guardians that explains the importance of secure gun storage to protect minors from accessing unsecured guns, to be included in annual school registration materials, and requiring a signature acknowledging awareness of secure gun storage responsibilities;
 - 2.1.1.3. Share Be SMART information with parents/adults via emails, websites, social media, paper, etc;
 - 2.1.1.4. Require staff to watch the Be SMART training video annually;
 - 2.1.1.5. Allow presentations of the Be SMART program at events (PTO/SIC meetings, Parent University trainings, etc) and/or Be SMART tables at events/festivals.
- 2.1.2. Each law enforcement office in this Partnership agrees to provide firearm safety and storage presentations and gun locks, as available, to gun owners in our communities and to social workers at schools for distribution to those who want/need to secure their firearms.
- 2.1.3. Each trauma center/healthcare facility agrees to provide Be SMART educational materials and/or fund printing of Be SMART education materials, as funding is available, for their patients, the community and distribution at schools and other community organizations.
- 2.1.4. Each trauma center/healthcare facility agrees to provide gun locks, as funding is available, to gun owners in our communities and to social workers at schools for distribution to those who want/need to secure their firearms.
- 2.1.5. Each trauma center/healthcare facility agrees to train at least one (1) staff member to present the Be SMART program in schools in their city or county.
- 2.1.6. Everytown Support Fund agrees to provide these Partner organizations access to a training video about the Be SMART program.
- 2.1.7. Everytown Support Fund hereby grants these Partner organizations a non-exclusive, non-sublicensable, no-fee, revocable license, subject to the quality control of Everytown Support Fund, to use the trademarks shown below on the Partners' websites and/or social media platforms, including as part of public service announcements that will be available at www.besmartforkids.org and/or to be provided by Everytown Support Fund, and in printed publications, all related to the secure storage of firearms.

Licensed Marks:

BE SMART



2.1.8. Everytown Support Fund hereby agrees to develop a Be SMART radio advertisement which can be aired to target audiences across South Carolina.

3. TRANSFER OF FUNDS

3.1. The Parties acknowledge and agree that this Agreement does not create any financial or funding obligations on any Party.

4. NO JOINT VENTURE

4.1. Notwithstanding the terms “Partners” and “Partnership”, the Partners agree that they are not entering into a legal partnership, joint venture or other such business agreement, nor is the purpose of the Partners to enter into a commercial undertaking for monetary gain. No Partner will refer to or treat the arrangements under this Agreement as a legal partnership or take any action inconsistent with such intention.

5. TERM

5.1. This Memorandum shall remain in effect indefinitely until one or more Parties decides to withdraw from the Agreement at any time for any or no reason, by notifying the other Parties of the withdrawal in writing.

6. INDEMNIFICATION AND LIABILITY

6.1. No liability is assumed among the Parties because of this Memorandum

7. MODIFICATION OF ENTIRE AGREEMENT

7.1. This Agreement constitutes the entire agreement among the Parties relative to the subject matter hereof, and supersedes all proposals, written or oral, and other communications among the Parties relating to the subject matter of this Agreement. This Agreement may be modified, amended or rescinded only by a written agreement executed by all Parties.

8. SUCCESSORS AND ASSIGNS

8.1. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, subject to the limitations set forth herein.

9. GOVERNING LAW

9.1. This Agreement shall be construed and enforced in accordance with the laws of South Carolina.

IN WITNESS WHEREOF, each Party to this Agreement has caused it to be executed on the date(s) below.

Everytown for Gun Safety Support Fund, Inc.

Authorized Signature and Date

Michael Brouillard, CFO
Print Name and Title

Be SMART Volunteers

Signature and Date

Dr. Poornema Ramasamy, MD,
Midlands Be SMART Volunteer Co-Lead

Print Name and Title

Prisma Health Richland Hospital

Authorized Signature and Date

Print Name and Title

Prisma Health Tuomey Hospital

Authorized Signature and Date

Print Name and Title

Lexington Medical Center

Authorized Signature and Date

Print Name and Title

**Medical University Hospital Authority d/b/a
MUSC Health Midlands Division**

Authorized Signature and Date

Print Name and Title

Regional Medical Center of Orangeburg

Authorized Signature and Date

Print Name and Title

Calhoun County School District

Authorized Signature and Date

Print Name and Title

Calhoun County Sheriff's Department

Authorized Signature and Date

Print Name and Title

Fairfield County School District

Authorized Signature and Date

Print Name and Title

Fairfield County Sheriff's Department

Authorized Signature and Date

Print Name and Title

**Town of Winnsboro Department of Public
Safety**

Authorized Signature and Date

Print Name and Title

Lexington County School District 3

Authorized Signature and Date

Print Name and Title

Lexington County School District 4

Authorized Signature and Date

Print Name and Title

Town of Swansea Police Department

Authorized Signature and Date

Print Name and Title

Town of Gaston Police Department

Authorized Signature and Date

Print Name and Title

**School District 5 of Lexington & Richland
Counties**

Authorized Signature and Date

Print Name and Title

Orangeburg County School District

Authorized Signature and Date

Print Name and Title

Orangeburg County Sheriff's Department

Authorized Signature and Date

Print Name and Title

City of Orangeburg Department of Public Safety

Authorized Signature and Date

Print Name and Title

Town of North Police Department

Authorized Signature and Date

Print Name and Title

Richland County School District One

Authorized Signature and Date

Print Name and Title

Richland County School District Two

Authorized Signature and Date

Print Name and Title

Richland County Sheriff's Department

Authorized Signature and Date

Print Name and Title

Sumter County School District

Authorized Signature and Date

Print Name and Title

Sumter County Sheriff's Department

Authorized Signature and Date

Print Name and Title

City of Sumter Police Department

Authorized Signature and Date

Print Name and Title

Technology Department - December/January Report

115

- **Cybersecurity**
 - Google Security
 - Gmail
 - 1.1M Emails Accepted
 - 52K emails rejected
 - 47K were identified as Spam
 - 5.8K were identified as Phishing
 - 6.7K were identified as Spoofing
 - 0 emails were identified as Malware
 - Account Information
 - We have 10,546 active accounts
 - 23.09 TB of storage
 - 278 Suspicious login attempts
 - Data Loss Prevention (DLP) policy
 - 17 High Severity Incidents that were blocked on Google Drive
- **E-Rate RFP/Bids**
 - Bid 1296 Network Wireless Infrastructure - USAC Form 470 #220004463
 - Received three bids with two being complete/valid bids
 - Will be using the bid rubric to score these two bids
 - This will go to the February 2022, School Board Meeting for review and approval
 - Estimated value is \$750,000 - \$1.1 Million
- **Technology Help Desk Tickets (12/25 - 1/23)**
 - 299 New Technology Support Tickets Created
 - 431 Tickets were resolved
 - 371 Tickets remain unresolved
- **Projects**
 - CDW-G Services to support our Blended Learning 1 to 1 Initiative
 - ON HOLD - Wireless Validation Survey to support our Blended Learning 1 to 1 Initiative
 - CDW-G Services to help with our Cybersecurity/Security
 - Citon Computer Corporation
 - We are using the 3303 Computer Lab at Ordean (Thank you Gina) to image 600+ Dell desktop systems.
- **Program Move Updates**
 - HOCHS
 - We removed all our network infrastructure and service from HOCHS last week
 -
 - Garfield - Facilities/Storeroom
 - This week we will be working at Garfield to get this new remote site up and running on our network.
 - Tech Village
 - This week we will be working at the Tech Village to get this new/old remote site up and running on our network as well

Human Resources / Business Services Committee Regular School Board Meeting

Duluth Public Schools, ISD 709

Agenda

Tuesday, February 15, 2022

Denfeld High School Media Center

401 N 44th Ave W

Duluth, MN 55807

6:30 PM

1. Guest Presentations for this Meeting

A. Dan Maddy, Fryberger Law Firm, presented at the February 8th HR/Business Services Committee meeting on the Proposed Amendment to the Purchase Agreement with Saturday Heights, LLC, for the Central on the Hill property.

2. Department Reports

A. Human Resources

1) HR Monthly Department Summary Report 3

B. Business Services

1) Finance Department Report - Verbal

2) Enrollment Report 5

3) Child Nutrition Department Report 7

4) Facilities Department Report 8

5) Technology Department Report 11

6) Transportation Department Report 12

3. Consent Agenda

A. HR Staffing Report 13

1) Approval of the revised 2022-2023 District Calendar 15

B. Finances

1) Financial Report 16

2) Budget Revisions 17

3) Fundraisers 19

C. Bids, RFPs, and Quotes - None

D. Contracts, Change Orders and Leases

1) State of Minnesota Joint Powers Agreement, 5 year understanding to receive Project AWARE federal funding for mental health services in the amount of \$1,860,000.00. 20

2) PLACEHOLDER - Contracts, Change Orders and Leases

E. Resolutions

1) HR-2-22-3870 - Approval of Collective Bargaining Agreement between Independent School District No. 709 Duluth, Minnesota and Non-Certified Business Division Administrators' Association. 30

2) B-2-21-3871 - Acceptance of Donations to Duluth Public Schools 45

3) B-2-22-3872 - PLACEHOLDER - Amendment #1 to the Central on the Hill Property Purchase Agreement

4. Miscellaneous Informational Items (no action required)

A. District Properties Update	46
B. Expenditure Contracts	47
C. No Cost Contracts	68
D. Revenue Contracts - None	
E. Grant Applications	83
F. Change Orders Signed - None	
G. Referrals to Policy Committee - None	

Human Resources Report Summary January 2022 Activities

1) Staffing Updates:

Number of staffing changes Received by HR during the month of January. This is a summary of the consent agenda.

	Certified	Non-Certified
# New Hires	9	14
# Retirements	3	2
# Resignations	2	10
# Leave of Absences	4	5

2) HR Department Updates:

HR Director Updates:

The Headstart Vaccination mandate went into effect on January 31, 2022. We are working with affected staff on reassignment options.

Benefits Department:

First email notice went out on 1/25/22 to the Teacher's unit regarding the retirement notification deadline of April 1st. An in-person Retirement Information Session is scheduled for February 9th at UHG. There has been an incredible response for attending the session and requesting HCSP estimates. Started pulling first reports for the Affordable Care Act 1095 C forms. Attending an Onboarding Information Presentation for certified staff on February 7th and 14th.

Contract Negotiations:

NCBAA Contract for 2020-2021 is settled and will be going to the Board in February. Food Service Contract for 2021-2023 is settled and will be going to the board for approval in February or March. ISPEC negotiations are starting February 9. Negotiation dates are being determined for Duluth Principals' Association and Education Directors contracts.

HR will be working with Finance on collection of information for negotiation parameters for future contracts.

3) Additional Updates:

Interviews for HR Clerical took place on February 4. The clerical will be housed at the HR Front Desk and will be the first point of contact for all new hires..

HR Staff are working on a New Employee Handbook as well as a Principal/Manager HR Guide Book.

Our department is actively working on a recruitment campaign for paraprofessionals and discussing ways to reduce the financial barrier for ParaPro testing.

Current openings as of Friday, February 4, 2022:

- Licensed - Elementary Teachers (2)
- Licensed - Secondary Teachers (1)
- Licensed - Special Education Teachers (5)
- Licensed - Teachers (3)
- Non Licensed - Clerical (2)
- Non Licensed - Hourly (10)
- Non Licensed - Maintenance/Transportation (2)
- Non Licensed - Paraprofessionals (27)

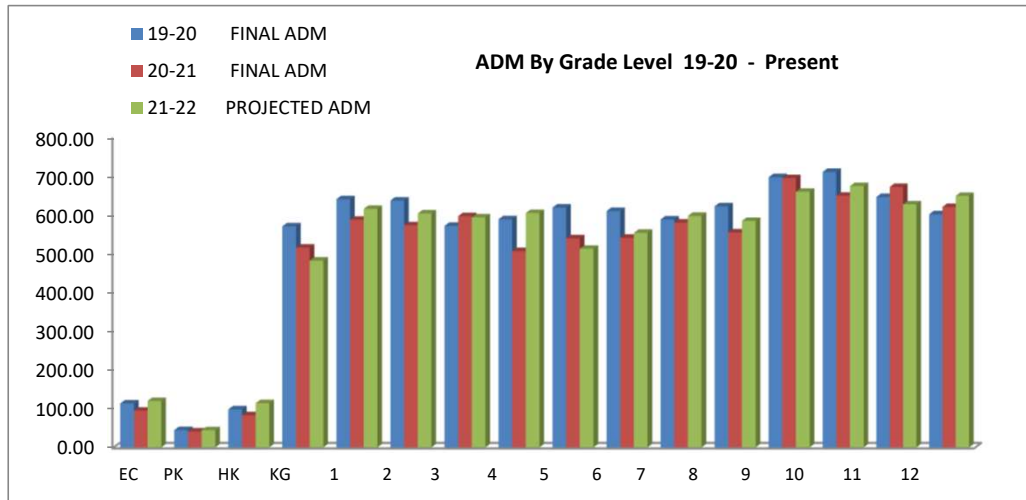
- Licensed - Substitute (1)
- Non Licensed - Substitute (1)

**Duluth Public Schools Projected Average Daily Membership (ADM) Report
FEBRUARY 2022**

Grade	Total Number of Enrollments	Unique Student Count	Current Enrollments	Projected ADM	Budgeted ADM	Enrollments /ADM	ADM /Student
EC	450	316	280	120.79	100.00	3.73	0.38
PK	76	59	67	44.71	52.00	1.70	0.76
HK	129	111	113	115.01	90.00	1.16	1.00
KG	548	472	485	483.41	505.00	1.13	1.02
1	788	654	622	616.39	610.00	1.28	0.94
2	825	656	610	604.50	610.00	1.37	0.92
3	725	636	600	594.59	612.00	1.22	0.93
4	769	683	618	605.67	615.00	1.26	0.89
5	664	582	524.1	513.65	542.00	1.29	0.89
6	722	625	566	554.71	570.00	1.29	0.89
7	768	661	610.1	598.31	587.00	1.27	0.91
8	789	671	596.8	585.27	597.00	1.34	0.88
9	1146	767	687.1	660.26	665.00	1.74	0.86
10	1385	816	702.3	674.87	692.00	2.05	0.83
11	1480	786	653.3	627.78	665.00	2.36	0.80
12	1851	986	676.1	649.69	668.00	2.85	0.66
PS	412	323					
Total:	13115	9481	8410.8	8049.59	8180.00	1.63	0.85

+proj-budg> -130.41

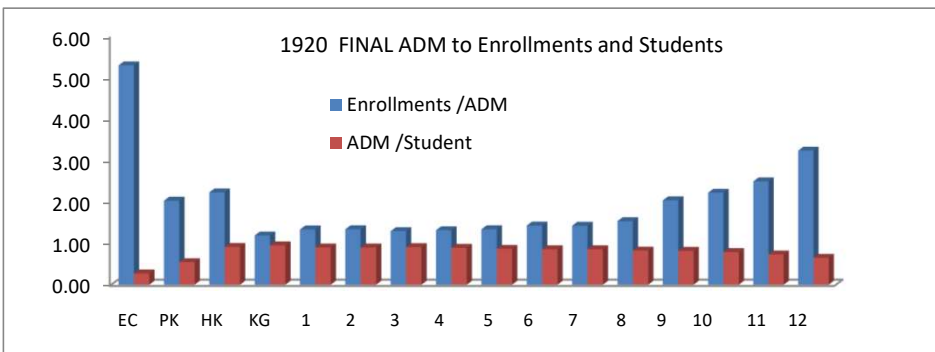
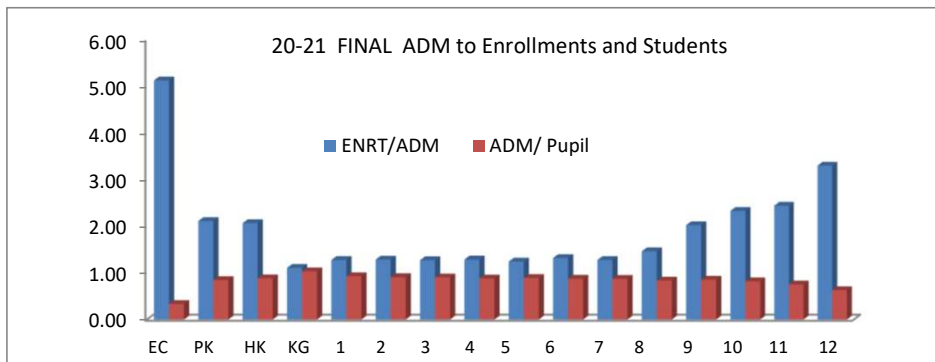
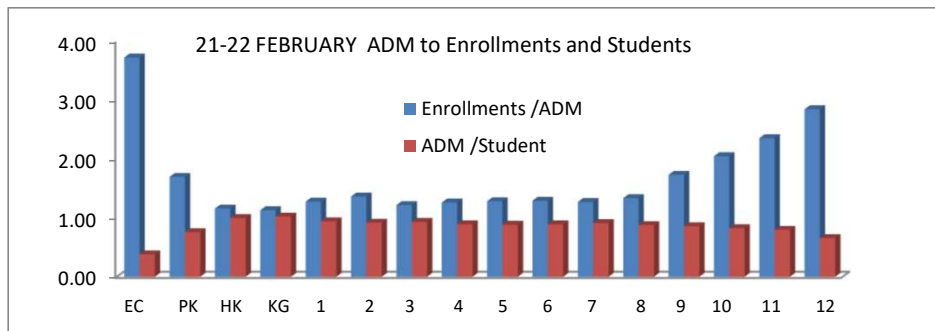
GRADE	19-20 FINAL ADM	20-21 FINAL ADM	21-22 PROJECTED ADM	Add'l Adjustments
EC	114.46	95.45	120.79	
PK	45.12	41.58	44.71	
HK	98.98	83.52	115.01	
KG	571.48	516.69	483.41	
1	641.06	588.40	616.39	
2	637.68	574.16	604.50	
3	572.54	597.62	594.59	
4	589.52	507.84	605.67	
5	619.65	540.73	513.65	
6	610.70	542.05	554.71	
7	589.04	581.07	598.31	
8	622.87	555.74	585.27	
9	697.70	695.44	660.26	
10	711.16	650.09	674.87	
11	646.82	672.61	627.78	
12	602.23	621.11	649.69	
Total:	8371.01	7864.10	8049.59	



**Duluth Public Schools: Enrollments, Students and Projected Average Daily Membership (ADM)
FEBRUARY 2022**

Grade	Total Number of Enrollments	Unique Student Count	Current Enrollments	Projected ADM	Budgeted ADM	Enrollments /ADM	ADM /Student
EC	450	316	280	120.79	100.00	3.73	0.38
PK	76	59	67	44.71	52.00	1.70	0.76
HK	129	111	113	115.01	90.00	1.16	1.00
KG	548	472	485	483.41	505.00	1.13	1.02
1	788	654	622	616.39	610.00	1.28	0.94
2	825	656	610	604.50	610.00	1.37	0.92
3	725	636	600	594.59	612.00	1.22	0.93
4	769	683	618	605.67	615.00	1.26	0.89
5	664	582	524.1	513.65	542.00	1.29	0.89
6	722	625	566	554.71	570.00	1.29	0.89
7	768	661	610.1	598.31	587.00	1.27	0.91
8	789	671	596.8	585.27	597.00	1.34	0.88
9	1146	767	687.1	660.26	665.00	1.74	0.86
10	1385	816	702.3	674.87	692.00	2.05	0.83
11	1480	786	653.3	627.78	665.00	2.36	0.80
12	1851	986	676.1	649.69	668.00	2.85	0.66
PS	412	323					
Total:	13115	9481	8410.8	8049.59	8180.00	1.63	0.85

+proj-budg> -130.41



Child Nutrition Report

January 2022

Human Resources Activity:

- New Employees Hired: 1
- Employee Resignations: 2

Jobs Open:

Denfeld	3 helpers
East	5 helpers
Lincoln Park	2 helpers
Lester Park	1 helper
Lowell	1 helper
Congdon Park	1 helper
Ordean East	2 helpers
District-wide	1 helper
Subs	3 helpers

Meals and Food Production Activity:

Number of meals served in January 2022

Week of:	Breakfast 1/4/2022	Lunch 1/4/2022	Breakfast 1/10/2022	Lunch 1/10/2022	Breakfast 1/17/2022	Lunch 1/17/2022	Breakfast 1/24/2022	Lunch 1/24/2022	Breakfast 1/31/2022	Lunch 31-Jan	Monthly B	Monthly L	Average Daily Breakfast	Average Daily Lunch
Congdon	165	1290	231	1552	128	960	241	1622	46	336	811	5760	45	320
Denfeld	539	1809	756	2125	419	1351	795	2319	157	512	2666	8116	148	451
East High	737	1886	961	2236	592	1451	1040	2408	196	490	3526	8471	196	471
Homecroft	394	1131	546	1385	336	813	516	1407	99	290	1891	5026	105	279
Lakewood	194	551	234	726	146	438	310	769	43	148	927	2632	52	146
Lester Park	716	1406	913	1635	556	1008	962	1702	195	354	3342	6105	186	339
Lincoln park	431	1457	574	1833	327	1066	614	1822	112	415	2058	6593	114	366
Lowell	957	1604	1189	1934	739	1209	1223	1994	183	384	4291	7125	238	396
Laura Macart	530	692	757	961	461	569	613	650	149	199	2510	3071	139	171
Myers-Wilkin	695	953	924	1298	512	722	822	1136	176	247	3129	4356	174	242
Ordean/East	310	2075	412	2570	248	1626	452	2756	78	589	1500	9616	83	534
Piedmont	1052	1146	1270	1356	767	779	1288	1363	263	292	4640	4936	258	274
Rockridge	43	51	50	64	28	39	69	82	13	20	203	256	11	14
Stowe	603	757	705	937	448	557	652	892	149	191	2557	3334	142	185
Unity	40	84	60	95	30	30	0	0	10	10	140	219	12	18
Jan-22	4 days	4 days	5 days	5 days	3days	3days	5 days	5 days	1 day	1 day				
	7406	16892	9582	20707	5737	12618	9597	20922	1869	4477	34191	75616	1903	4207
Denfeld Supp	Mon-thurs	441		565		420		626				2052	TOTAL	
Daily average		147		141		140		157		0				

Food Supply Chain issues

Supply chain issues continue to happen weekly. The price for fresh produce is higher than most years at this time. Half pint cartons are the forecasted issue for February, which may limit choices of milk. There will be milk, but possibly not 4 different kinds.

Facilities Management & Capital Project Status Report

January 2021

Facilities Management – Maintenance and Operations - General

- In the past month, the Facilities maintenance crews have completed 138 work orders and are currently working on 183 open work orders.
- **Capital Construction**
 - Work is ongoing in the existing Facilities building on the hill. Much has been done, and the demo is completed and renovations are ongoing. The Print Shop is doing well in its renovated location.

Ongoing Discussion with Legal Representation

- PSS Track Lane 1 Ponding Remediation. Final proposal is being drafted.

Construction tasks and Master Plan “On The Hill”.

- Multiple meetings every week are being conducted on all aspects of the projects, and much progress has been made.

Building Operations

- Operations staff have been performing an excellent job at keeping our sites safe for students and staff.
- There are ongoing vacancies in the custodial ranks that we are working to fill.

Health, Safety & Environmental Management

- The District Emergency Response Team met. Emergency plan for UHG nearly complete
- The final taps have tested below our limit for lead in water. The 5 year lead in water testing has been completed.

Workers’ Compensation Activities

January 2022

- First report of incidents:----- 12
- OSHA recordable incidents:----- 4
- Days away from work:----- 32
- Days of restricted work:----- 0
- Identifiable work related covid cases as a result of interaction with confirmed positive staff or student cases:----- 0

2022 YTD Incidents (January 1, 2022 - December 31, 2022)

- First report of incidents:----- 12
- OSHA recordable incidents:----- 4
- Days away from work:----- 32
- Days of restricted work:----- 0
- Identifiable work related covid cases as a result of interaction with confirmed positive staff or student cases:----- 0

January 31, 2022

John Magas
Superintendent of Schools

David J. Spooner, C.P.E.
Manger of Facilities

Cathy Erickson
CFO/Executive Director of Business Services

Duluth Public Schools
215 N 1st Ave E
Duluth, MN 55802

RE: Marketing Update
800 E Central Entrance "Central High School Property"

800 E. Central Entrance "Central High School Property"

- Under Contract

215 N 1st Ave E "Historic Old Central High School"

- Under Contract



230 East Superior Street • Duluth, MN 55802 • 218.310.0013 • gregfollmer@gmail.com

Website Advertising

- Loopnet – visible to CoStar members
- MNCAR – Minnesota Association of Commercial Realtors – membership data base
- GregFollmer.com
- Crexi.com – publicly accessible site
- Social Media Sites Facebook, Twitter, Instagram

Respectfully,

Greg Follmer
Broker

Technology Department - December/January Report

- **Cybersecurity**

- Google Security
 - Gmail
 - 1.1M Emails Accepted
 - 52K emails rejected
 - 47K were identified as Spam
 - 5.8K were identified as Phishing
 - 6.7K were identified as Spoofing
 - 0 emails were identified as Malware
 - Account Information
 - We have 10,546 active accounts
 - 23.09 TB of storage
 - 278 Suspicious login attempts
 - Data Loss Prevention (DLP) policy
 - 17 High Severity Incidents that were blocked on Google Drive

- **E-Rate RFP/Bids**

- Bid 1296 Network Wireless Infrastructure - USAC Form 470 #220004463
 - Received three bids with two being complete/valid bids
 - Will be using the bid rubric to score these two bids
 - This will go to the February 2022, School Board Meeting for review and approval
 - Estimated value is \$750,000 - \$1.1 Million

- **Technology Help Desk Tickets (12/25 - 1/23)**

- 299 New Technology Support Tickets Created
- 431 Tickets were resolved
- 371 Tickets remain unresolved

- **Projects**

- CDW-G Services to support our Blended Learning 1 to 1 Initiative
 - ON HOLD - Wireless Validation Survey to support our Blended Learning 1 to 1 Initiative
- CDW-G Services to help with our Cybersecurity/Security
- Citon Computer Corporation
 - We are using the 3303 Computer Lab at Ordean (Thank you Gina) to image 600+ Dell desktop systems.

- **Program Move Updates**

- HOCHS
 - We removed all our network infrastructure and service from HOCHS last week
 -
- Garfield - Facilities/Storeroom
 - This week we will be working at Garfield to get this new remote site up and running on our network.
- Tech Village
 - This week we will be working at the Tech Village to get this new/old remote site up and running on our network as well

Transportation Report January 2022 Activities

The ISD #709 Transportation department manages both a district owned fleet of vehicles and district employees, including bus drivers, monitors, and mechanics, along with the coordination of contracted transportation services through Voyageur Bus Company.

The Transportation department uses Versatrans as its student transportation software. The department is busy building and/or updating about 430+ routes, many field trips and coordinating with Voyageur. There are *many* updates daily.

- 63 field trips happened in January 2022
- 69 field trips scheduled so far for February 2022

There continues to be a shortage of bus drivers and the department has been very active in its hiring. However, some drivers do not successfully complete training.

COVID is still a valid concern and the Transportation department currently follows all COVID protocols; masks are mandated for students and drivers while on the bus (with exceptions as needed). Drivers have access to a Hudson sprayer with Virex, and 2 electrostatic sprayers to be used between routes for disinfections. Additionally, they have alcohol wipes for their own driving area.

Routine general bus maintenance is ongoing (wiring/electrical, brakes, stop arms, belts, etc.). Also, many jump starts have been needed this month due to very cold weather.

The average fleet age is 6.4 years. Current average mileage is 73,124 (goal is 50,000 – 60,000).

HUMAN RESOURCES ACTION ITEMS FOR: 2/15/2022**CERT APPOINTMENT****POSITION****EFFECTIVE DATES**

ARDREN, RACHAEL J	TEMP ASSIGNABLE TEACHER/DW, (BA)III 3, NEW TEMP POS	1/04/2022	6/10/2022
CEDERSTROM, CHLOE G	TEMP ASSIGNABLE TEACHER/DW, (BA)III 1, NEW TEMP POS	1/04/2022	6/10/2022
GRAVES, JESSICA E	TEMP ASSIGNABLE TEACHER/DW, (BA)III 1, NEW TEMP POS	1/05/2022	6/10/2022
HOPPE, ASHLEY M	SPEC ED/ROCKRIDGE, (MA)IV 4, NEW POS		1/31/2022
HOWES, NASHAY A	OJIBWE IMMERSION KINDERGARTEN/LOWELL, (BA)III 7, NEW TEMP POS	1/06/2022	6/10/2022
JORGENSEN, MARTHA K	SPEC ED ASD/SMI/PIEDMONT, (BA)III 1, NEW POS		1/18/2022
OSBORNE, WIL J	TEMP ASSIGNABLE TEACHER/DW, (BA)III 1, NEW TEMP POS	1/04/2022	6/10/2022
WOLK, JENNIFER K	NON-PUBLIC GUID COUNSELOR/LAKEVIEW CHRISTIAN/ST JAMES/ST JOHNS, (MA)IV 3		1/31/2022
ZELLNER, TREVIER A	TEMP ASSIGNABLE TEACHER/DW, (BA)III 1, TEMP POS	1/04/2022	6/10/2022
Total: 9			

CERT LEAVE**POSITION****EFFECTIVE DATES**

COSTLEY, MORGAN M	GUIDANCE COUNSELOR/EAST	1/05/2022	3/25/2022
JENSEN, NICOLE A	SOCIAL STUDIES/LINCOLN PARK	2/28/2022	4/06/2022
SUNDELL, VICTORIA L	MENTAL HEALTH COORDINATOR/PRESCHOOL HEADSTART	2/25/2022	2/25/2025
WELHOUSE, CASSIDY R	SPEC ED RESOURCE/LAURA MACARTHUR	12/06/2021	12/21/2021
Total: 4			

CERT LONG TERM SUB**POSITION****EFFECTIVE DATES**

BERINI, SANDRA K	GUIDANCE COUNSELOR/EAST, (MA)IV+45 9, M COSTLEY, END DATE TBD		2/01/2022
ENGLUND, MAGGIE J	SPEC ED/MERRITT CREEK, (BA)III 2, D JOHNSON, END DATE TBD		1/18/2022
KERKHOF, LOGAN J	.8 ART/LOWELL, .2 ART/MERRITT CREEK, (BA)III 1, E ISENBERG		1/06/2022
RUDOLPH, MACOY R	SOCIAL STUDIES/LINCOLN PARK, (BA)III 1, N JENSEN, END DATE TBD		6/10/2022
Total: 4			1/04/2022

CERT RESIGNATION**POSITION****EFFECTIVE DATES**

OLSON, KRISTI J	ELEM MUSIC SPECIALIST/LOWELL		12/21/2021
RUDOLPH LAVALIER, CAITLIN M	GRADE 4/ LOWELL		1/21/2022
Total: 2			

CERT RETIREMENT**POSITION****EFFECTIVE DATES**

BROMAN, NANCY E	ELEMENTARY INTERVENTIONIST/MYERS-WILKINS, REVISED DATE		2/18/2022
BUSSE, JULIE M	SPEC ED DCD/DW		6/10/2022
JOHNSON, DEBRA A	SPEC ED/MERRITT CREEK		1/21/2022
Total: 3			

CERT TEMP INCREASE**POSITION****EFFECTIVE DATES**

LAWREY, DIANA L	OJIBWE LANGUAGE COORD/DW, 1/6 OVERLOAD		8/31/2021
Total: 1			1/21/2022

NON CERT APPOINTMENT**POSITION****EFFECTIVE DATES**

EAST, MATTHEW A	MENTAL HEALTH PRACTITIONER PARA/DENFELD, 40/38WKS, \$22.31/HR, NEW POS		1/24/2022
HANTZ, DOROTHEA E	OSSS/LAURA MACARTHUR, 40/45WKS, \$20.25/HR, E LAWREY		1/24/2022
HARRIS, JES WA E	MENTAL HEALTH PRACTITIONER PARA/DENFELD, 40/38WKS, \$22.31/HR, NEW POS		1/17/2022
HERRALA, ADAM M	FIELD TECH/UHG/TECHNOLOGY, 40/52WKS, \$950/WK, NEW POS		1/18/2022
HOVDESTAD, WENDY J	SCHOOL BUS HELPER/TRANSPORTATION, 25/38WKS, \$14.28/HR, L TJADEN		1/04/2022
MACDONALD, JULIE A	SPEC ED BW PARA/DENFELD, 32.5/38WKS, \$16.40/HR, H BAKER		1/18/2022
RUDOLPH LAVALIER, LOGAN D	TECH TUTOR PARA/DENFELD, 23.5/38WKS, \$17.48/HR		1/06/2022
SAGER, ANNE M	SPEC ED BW PARA/LESTER PARK, 31.25/38WKS, \$16.40/HR, NEW POS		1/18/2022
SCHUBITZKE, LILY A	MENTAL HEALTH PRACTITIONER PARA/EAST, 40/38WKS, \$22.31/HR, NEW POS		1/24/2022
SPECHT, NATHAN T	SPEC ED BW PARA/ORDEAN EAST, 32.5/38WKS, \$16.40/HR, NEW POS		1/04/2022
STEVENS, MARISA K	SPEC ED BW PARA/PIEDMONT, 31.25/38WKS, \$16.40/HR, C HINTSALA		1/04/2022
STEVERMER, NICKOLAS G	NETWORK ENGINEER II/UHG/TECHNOLOGY, 40/52WKS, \$1,459/WK, NEW POS		1/18/2022
WATKINS, MEGAN M	INTEGRATION SPECIALIST/MYERS-WILKINS, 40/41WKS, \$46,362/YR		1/24/2022
WELLENS, ADELLE I	COMMUNICATIONS OFFICER/UHG, 40/52WKS, \$1,421/WK, K KAUFMANN		1/24/2022
Total: 14			

NON CERT DEMOTION**POSITION****EFFECTIVE DATES**

BJORSEN, LEO C	PRE-SCHOOL PARA/HOMECROFT, PRE-SCHOOL PARA/DW, .975 TO .475, VOLUNTARY		1/04/2022
Total: 1			6/10/2022

NON CERT LEAVE**POSITION****EFFECTIVE DATES**

JUSCZAK, TAWNIA L	SUPV PARA/EAST		1/04/2022
PACK, THERESA V	SPEC ED PARA/LINCOLN PARK - INTERMITTENT		2/04/2022
ROCK, NICHOLE M	SPEC ED PARA/HOMECROFT		1/17/2022
SIEMSEN, MARY B	SPEC ED PARA/PIEDMONT		6/09/2022
WALKER, AMY B	FOOD SERVICE HELPER/LOWELL/DENFELD		1/04/2022
Total: 5			1/10/2022
			3/03/2022
			3/25/2022
			4/12/2022
			4/15/2022

NON CERT PERM INCREASE**POSITION/LOCATION/LEAVE TYPE****EFFECTIVE DATES**

LAWREY, ELYSE Y	OSSS/FINANCE, 40/45WKS, TO 40/52WKS, P PAQUETTE		1/31/2022
NORDWALL, COLEEN M	OSSS/TECHNOLOGY, 40/45WKS, TO 40/52WKS, M CARROLL		1/04/2022
Total: 2			

NON CERT PROMOTION**POSITION****EFFECTIVE DATES**

SEMENOVA, NATALIA A	BUS HELPER/TRANSPORTATION, SCHOOL CUSTODIAN/CONGDON PARK, \$14.28/HR, J ARNOLD		1/04/2022
WILSON, KATHLEEN M	OSSS/ALC, OSS/EAST, \$18.96/HR, C SEEMAN		1/04/2022
Total: 2			

NON CERT RESIGNATION

BUSHBAUM, DELANIE M
DOMINI, SARAH A
GURALSKI, KARI L
HYNES, CHERYL L
MCNELLY, TERESA L
MICHELIZZI, AMY L
MYERS, STORM J
PAISLEY, MELISSA D
PHELPS, JACQUELIN A
WAHLGREN, DENISE M
Total: 10

POSITION

SPEC ED PARA/CHESTER CREEK
HEALTH ASST LPN PARA/DENFELD
FOOD SERVICE HELPER/LESTER PARK
OSSS/LOWELL
SPEC ED PARA/HOMECROFT
SPEC ED PARA/DENFELD
ASL INTERPRETER/MYERS-WILKINS
FOOD SERVICE HELPER/CONGDON PARK
SPEC ED ECSE PARA/LESTER PARK
EXEC ASSISTANT/FEDERAL PROGRAMS/LAKEWOOD

EFFECTIVE DATES

2/04/2022
1/14/2022
1/10/2022
11/21/2021
1/09/2022
1/28/2022
12/22/2021
1/04/2022
1/10/2022
1/03/2022

NON CERT RETIREMENT

ROESLER, JAY T
WARNER, DAWN R
Total: 2

POSITION

DIRECTOR OF COMMUNITY ED/UHG
OSSI/ORDEAN EAST

EFFECTIVE DATES

4/01/2022
6/17/2022

NON CERT TEMP INCREASE

BECHTOLD, BRENDA S
FERN, JERE-LYN
MCKOWSKI, DEBRA A
PETERSON, NANCY J
SWARD, VICKI M
Total: 5

POSITION

FOOD SERVICE HELPER/ORDEAN EAST, .4375 TO .46875
FOOD SERVICE HELPER/CONGDON, .5625 TO .75
FOOD SERVICE HELPER/ORDEAN EAST, .9375 TO 1.0
FOOD SERVICE HELPER/ORDEAN EAST, .4375 TO .46875
FOOD SERVICE HELPER/ORDEAN EAST, .4375 TO .46875

EFFECTIVE DATES

12/12/2021 6/10/2022
1/10/2022 6/10/2022
12/12/2021 6/10/2022
12/12/2021 6/10/2022
12/12/2021 6/10/2022

ISD 709 Calendar 2022-23 School Year

JULY							AUGUST							SEPTEMBER							OCTOBER								
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S		
					1	2		1	2	3	4	5	6						Teacher Work Day 1		2	3							1
3	Indep. Day HOLIDAY 4	5	6	7	8	9	7	8	9	10	11	12	13	4	Labor Day HOLIDAY 5	Gr. 1-12 First Day 6	7	Grade K First Day 8	9	10	2	3	4	5	6	7	8		
10	11	12	13	14	15	16	14	15	16	17	18	19	20	11	12	13	14	15	16	17	9	10	11	12	13	14	15		
17	18	19	20	21	22	23	21	22	23	24	25	26	27	18	19	20	21	22	23	24	16	17	18	19	MEA WEEKEND 20	21	22		
24									Staff Develop. 30	Teacher WD/SD 31											23	24							
31	25	26	27	28	29	30	28	29						25	26	27	28	29	30	30	31	25	26	27	28	29			

NOVEMBER							DECEMBER							JANUARY							FEBRUARY									
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S			
			1	2	3	HM 4	5						1	2	3	1	New Years HOLIDAY 2	3	4	5	6	7					1	2	3	4
6	Staff Develop. 7	8	9	10	11	12	4	5	6	7	8	9	10	8		9	10	11	12	13	14	5	6	7	8	9	10	11		
13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	M.L.K. Win. Rec. 16	17	18	19	EHM 20	21	12	13	14	15	16	17	18			
20	21	22	23	Thanksgiving HOLIDAY/Recess 24	25	26	18	19	20	21	22	Winter Recess 23	24	22	Semester Break 23	24	25	26	27	28	19	Pres. Day HOLIDAY 20	Confer. Makeup 21	Confer. Makeup 22	Winter Recess 23	Winter Recess 24	25			
27	28	29	30				25	Winter Recess 26	Winter Recess 27	Winter Recess 28	Winter Recess 29	Winter Recess 30	31	29	30	31					26	27	28							

MARCH							APRIL							MAY							JUNE						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4						1		1	2	3	4	5	6						1	2	3
5	6	7	8	9	10	11	2	3	4	5	6	7	8	7	8	9	10	11	12	13	4	5	6	Students Last Day EHM 7	Teacher Work Day 8	9	10
12	13	14	15	16	17	18	9	Confer. Makeup 10	Confer. Makeup 11	Spring Recess 12	Spring Recess 13	Spring Recess 14	15	14	15	16	17	18	19	20	11	12	13	14	15	16	17
19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27	18	19	20	21	22	23	24
26	27	28	29	30	HM 31		23						28	Mem. Day HOLIDAY 29	30	31				25	26	27	28	29	30		

KEY DATES

- First day for Grade 1-12 students - September 6, 2022
- First day for Kindergarten students - September 8, 2022
- Schools will schedule open houses and conferences

- No school for students:
- Last day for students - June 8, 2023

GRADING TERMS

Elementary Schools:

- Term 1: September 6 to January 20
- Term 2: January 24 to June 8

High Schools and Middle Schools:

- Term 1: September 6 to November 4
- Term 2: November 8 to January 20
- Term 3: January 24 to March 31
- Term 4: April 3 to June 8

Adopted by the School Board on January 18, 2022. Calendar also available at www.ISD709.org

**HR/Finance Committee Monthly Fund Balance Report
July 1 2021 - June 30 2022**

8-Feb-22

2/1/2022

REVENUES	21-22				21-22		21-22		21-22	
	CURRENT YEAR R ADOPTED BUDGET		REVISED BUDGET		RECEIVED TO YEAR TO DATE		RECEIPTS ENCUMBERED		BUDGET BALANCE	
	FUND	July - June 2022	July -June 2022	July -June 2022	July -June 2022	July -June 2022	July -June 2022	July -June 2022	July - June 2022	July - June 2022
General	1	\$ 101,087,520.51	\$	101,590,505.11	\$	43,105,968.25			\$	58,484,536.86
Food Service	2	\$ 3,945,850.00	\$	3,945,850.00	\$	2,263,455.58			\$	1,682,394.42
Transportation	3	\$ 6,504,716.31	\$	6,504,716.31	\$	1,740,962.14			\$	4,763,754.17
Community Ed	4	\$ 7,830,758.86	\$	8,194,302.61	\$	4,033,171.30			\$	4,161,131.31
Operating Captial	5	\$ 7,387,117.02	\$	7,387,117.02	\$	589,759.03	\$ -		\$	6,797,357.99
Building Construction	6		\$	31,497,610.17	\$	31,497,610.17			\$	-
Debt Service Fund	7	\$ 22,660,833.56	\$	22,660,833.56	\$	2,288,148.21			\$	20,372,685.35
Trust Fund	8	\$ 251,075.00	\$	251,075.00					\$	251,075.00
Dental Insurance Fund	20	\$ 817,000.00	\$	817,000.00	\$	456,364.78			\$	360,635.22
Student Acitivity Co-Curric	71		\$	-	\$	-			\$	-
Student Acitivity	79		\$	96,931.99	\$	96,931.99			\$	-
	98	\$ -	\$	-	\$	-			\$	-
	99	\$ -	\$	-	\$	-			\$	-
REVENUE	TOTALS:	\$ 150,484,871.26	\$	182,945,941.77	\$	86,072,371.45	\$ -	\$ -	\$ -	\$ 96,873,570.32

EXPENSES	21-22				21-22		21-22		21-22	
	CURRENT YEAR R ADOPTED BUDGET		REVISED BUDGET		EXPENSES TO YEAR TO DATE		EXPENSES ENCUMBERED		BUDGET BALANCE	
	FUND	July -June	July -June	July - June	July - June	July -June	July -June	July -June	July -June	July -June
General	1	\$ 100,806,716.16	\$	101,662,401.76	\$	48,649,884.08	\$	2,705,582.17	\$	50,306,935.51
Food Service	2	\$ 4,243,339.99	\$	4,243,339.99	\$	1,816,041.67	\$	859,724.64	\$	1,567,573.68
Transportation	3	\$ 6,110,465.19	\$	6,110,465.19	\$	3,250,569.21	\$	279,194.34	\$	2,580,701.64
Community Ed	4	\$ 8,233,997.45	\$	8,597,541.20	\$	3,526,783.13	\$	25,278.61	\$	5,045,479.46
Operating Captial	5	\$ 8,055,997.62	\$	8,055,997.62	\$	4,145,008.47	\$	479,996.76	\$	3,430,992.39
	6	\$ -	\$	2,080,798.61	\$	1,806,423.35	\$	274,375.26	\$	-
Debt Service Fund	7	\$ 23,166,651.00	\$	23,166,651.00	\$	22,859,450.31			\$	307,200.69
Trust Fund	8	\$ 250,000.00	\$	250,000.00					\$	250,000.00
Dental Insurance Fund	20	\$ 817,000.00	\$	817,000.00	\$	384,773.37			\$	432,226.63
Student Acitivity Co-Curric	71		\$						\$	-
Student Acitivity	79		\$	23,104.45	\$	23,104.45			\$	-
	98								\$	-
	99								\$	-
EXPENSE	TOTALS	\$ 151,684,167.41	\$	155,007,299.82	\$	86,462,038.04	\$ -	\$ 4,624,151.78	\$ -	\$ 63,921,110.00

Esser 11	Expenses	Fund 06	Expenses	Fund 01 Student Activity		
Fin 155	\$ 3,315,376.74	debt serv payment/prof serv course 000/000	\$ 933,153.92	Prog 291-298	Revenue	\$ 764,131.56
		admin owner pymnt course 800	\$ 110,332.69	Prog 291-298	Expenses	\$ 799,399.87
		admin design serv course 801	\$ 639,409.65			
		admin constru mngmt course 802	\$ 280,432.00			
		admin commissions course 803	\$ (19,240.66)			
		interior surf constr costs course 804	\$ 136,711.01			
			\$ 2,080,798.61			

Account	Account Description	Debit	Credit	Post Date	Created By	Batch
01 E 005 291 000 369 000	COCUR NOATH DW ENTRY FEE/STDNT	6,200.00	01/11/2022	Simone Zunich	SHZ011122	0.00
01 E 215 298 000 369 440	SA XCUR DHS DEBATE - ENTRY FEES/TRAVEL	0.00	01/11/2022	Simone Zunich	SHZ011122	2,200.00
01 E 215 298 000 369 464	SA XCUR DHS SPEECH - ENTRY FEES/TRAVEL	0.00	01/11/2022	Simone Zunich	SHZ011122	2,000.00
01 E 220 298 000 369 464	SA XCUR EAST SPEECH - ENTRY FEES/TRAVEL	0.00	01/11/2022	Simone Zunich	SHZ011122	2,000.00
04 E 005 520 166 120 000	ARP ABE STRENGTHEN PRG'G - ADMIN/SUPERV SAL	11,200.00	01/21/2022	Christopher Peterson	012122CP	0.00
04 E 005 520 166 210 000	ARP ABE STRENGTHEN PRG'G - FICA/MEDICARE	856.00	01/21/2022	Christopher Peterson	012122CP	0.00
04 E 005 520 166 214 000	ARP ABE STRENGTHEN PRG'G - PERA	856.00	01/21/2022	Christopher Peterson	012122CP	0.00
04 E 005 520 166 218 000	ARP ABE STRENGTHEN PRG'G - TRA	1,000.00	01/21/2022	Christopher Peterson	012122CP	0.00
04 E 005 520 166 220 000	ARP ABE STRENGTHEN PRG'G - HEALTH INSURANCE	2,800.00	01/21/2022	Christopher Peterson	012122CP	0.00
04 E 005 520 166 230 000	ARP ABE STRENGTHEN PRG'G - LIFE INSURANCE	20.00	01/21/2022	Christopher Peterson	012122CP	0.00
04 E 005 520 166 235 000	ARP ABE STRENGTHEN PRG'G - DENTAL INSURANCE	45.00	01/21/2022	Christopher Peterson	012122CP	0.00
04 E 005 520 166 240 000	ARP ABE STRENGTHEN PRG'G - LTD INS	45.00	01/21/2022	Christopher Peterson	012122CP	0.00
04 E 005 520 166 251 000	ARP ABE STRENGTHEN PRG'G - HRA	500.00	01/21/2022	Christopher Peterson	012122CP	0.00
04 E 005 520 166 270 000	ARP ABE STRENGTHEN PRG'G - WORKERS COMP	60.00	01/21/2022	Christopher Peterson	012122CP	0.00
04 E 005 520 166 280 000	ARP ABE STRENGTHEN PRG'G - UNEMPLOYMENT COMP	18.00	01/21/2022	Christopher Peterson	012122CP	0.00
04 E 005 520 166 303 000	ARP ABE STRENGTHEN PRG'G - FED CONTRACTS <\$25K	24,200.00	01/21/2022	Christopher Peterson	012122CP	0.00
04 E 005 520 166 366 000	ARP ABE STRENGTHEN PRG'G - TRAVEL/CONFERENCE	0.00	01/21/2022	Christopher Peterson	012122CP	5,000.00
04 E 005 520 166 389 000	ARP ABE STRENGTHEN PRG'G - STAFF TUITION-OTR REIM	0.00	01/21/2022	Christopher Peterson	012122CP	9,500.00
04 E 005 520 166 401 000	ARP ABE STRENGTHEN PRG'G - GENERAL SUPPLIES	24,267.75	01/21/2022	Christopher Peterson	012122CP	0.00
04 E 005 520 166 430 000	ARP ABE STRENGTHEN PRG'G - CLASSROOM SUPPLIES	0.00	01/21/2022	Christopher Peterson	012122CP	2,000.00
04 E 005 520 166 460 000	ARP ABE STRENGTHEN PRG'G - TEXTBKS-WORKBKS-EBOOKS	0.00	01/21/2022	Christopher Peterson	012122CP	3,500.00
04 E 005 520 166 466 000	ARP ABE STRENGTHEN PRG'G - INSTR TECH DEVICES	0.00	01/21/2022	Christopher Peterson	012122CP	21,500.00
04 E 005 520 166 505 000	ARP ABE STRENGTHEN PRG'G - CAP NON-INSTR SOFTWARE	0.00	01/21/2022	Christopher Peterson	012122CP	4,000.00
04 E 005 520 166 506 000	ARP ABE STRENGTHEN PRG'G - CAP INSTRUCT SOFTWARE	0.00	01/21/2022	Christopher Peterson	012122CP	2,500.00
04 E 005 520 166 530 000	ARP ABE STRENGTHEN PRG'G - OTHER EQUIPMENT PURCHA	0.00	01/21/2022	Christopher Peterson	012122CP	2,494.75
04 E 005 520 166 556 000	ARP ABE STRENGTHEN PRG'G - INSTRUCT TECH EQUIP	0.00	01/21/2022	Christopher Peterson	012122CP	17,491.00
04 E 005 520 166 895 000	ARP ABE STRENGTHEN PRG'G - INDIRECT COSTS	2,118.00	01/21/2022	Christopher Peterson	012122CP	0.00
01 E 005 400 372 555 000	SPSV GEN MA DW TECHNOLOGY EQUIP	5,000.00	01/24/2022	Angela Sepp	MA Clean up	0.00
01 E 005 420 372 433 000	SPSV AGG MA DW INDIV INSTR SUPP	0.00	01/24/2022	Angela Sepp	MA Clean up	5,000.00

FY22 REVENUE BUDGET ADJUSTMENT RECOMMENDATION

Due to projected pupil units from the June 2021 budget adoption higher than currently projected, the following budget amendment for the FY22 General Education Aid is being proposed:

Changing total General Fund Revenue from \$68,638,138 projected June 2021 to \$67,764,630 as of February 2022 based on revised Adjusted ADM going from 8,180 to 8,005.

The Finance team will continue to monitor and review revenues and bring further adjustments if needed.

Revenue reduction equals: \$873,508

**Fundraisers Reported
January 2022**

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

School	Organization Fundraising	Estimated Profit	Description of Fundraiser
Lester Park	School-wide	\$40	Box Tops for Education



State of Minnesota

Joint Powers Agreement

SWIFT Contract Number: 205996

This Agreement is between the State of Minnesota, acting through its Commissioner of Department of Education (“State” or “MDE”) and Duluth Public School District #709 (“Governmental Unit”).

Recitals

Under Minnesota Statutes § 471.59, subd. 10, the State is empowered to engage such assistance as deemed necessary. The State is in need of comprehensive mental health services to be implemented within the Duluth Public School district area for the Project AWARE federal grant project. The information gathered from this project will help MDE to learn what is most effective for mental health support strategies for other districts with similar student demographics in Minnesota.

Agreement

1. Term of Agreement

- 1.1 Effective Date: Upon execution, the final date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2.
- 1.2 Expiration Date: September 29, 2026, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Agreement between the Parties

2.1 Increase capacity of Duluth Public School District to implement comprehensive school mental health systems by completing the below tasks:

- a. By March 2022, train-the-trainer cadres will be developed for Youth Mental Health First Aid (YMHFA) and by November 2024 for Sources of Strength (SOS).
- b. By March of 2022, two key district staff from this school district will be trained on Cognitive Behavior Interventions for Trauma in Schools (CBITS) and Bounce Back (BB).
- c. By September 2022, all school staff in this school district will receive training on trauma informed schools and adverse childhood experiences (ACES).
- d. By September 2023, student supports teams in this school district will be trained on CBITS and BB.
- e. By September 2024, all school staff in this school district will receive training in the school mental health referrals pathways protocol.
- f. By August 2026, this school district will have established infrastructure and practices in place for Medicaid billing for mental health services to improve policy, practices, and sustainability for Comprehensive School Mental Health (CSMH) Systems across the Duluth district.

2.2 Increase access to quality, sustainable, culturally responsive and developmentally appropriate school-based mental health services and supports by completing the below tasks:

- a. By the end of February 2022, this school district will participate in the School Health Assessment Performance and Evaluation (SHAPE) system.
 - i. By the end of February 2022 this school district will complete the School Mental Health Quality Assessment, and will repeat twice annually, during October/November and then again in March/April, for the duration of the Agreement.
 - ii. This school district will complete three monthly Plan-Do-Study-Act (PDSA) cycles by May 2022, and will continue at a regular monthly intervals from September to May for the duration of the Agreement.
- b. By August 2023, this school district will work with MDE Project AWARE staff and district stakeholders to create and define the Interconnected Systems Framework (ISF) for their district.
- c. By October 2023, CBITS and BB will be utilized as tier 2 or tier 3 interventions for students who have been exposed to trauma.

2.3 Increase outreach and engagement with school-aged youth and their families to promote mental health awareness across their district by completing the below tasks:

- a. By March 2022, this school district will have a Project AWARE Advisory Group in place. This advisory group should be comprised of district and school staff, students, and family members.
- b. By May 2023, this school district will host two community-wide mental health awareness events.
- c. By August 2023, this school district will have the capacity to conduct inclusive family engagement on CSMH.
- d. By October 2025, MN Project AWARE staff from this school district will train a student group on the YMHFA and SOS peer-to-peer programs.

2.4 This school district will provide quarterly updates on evaluation activities including quarterly reporting of data, or as specifically requested by MDE staff, on Project AWARE activities. Each calendar year the quarter timeline will be: Quarter One is from October 1 to December 31 with reports due no later than January 15; Quarter Two is from January 1 to March 31 with reports due no later than April 15; Quarter Three is from April 1 to June 30 with reports due no later than July 15; and Quarter Four is from July 1 to September 30 with reports due no later than Oct 15. Data reports will include:

- a. Substance Abuse and Mental Health Services Administration (SAMHSA) IPP (Infrastructure Development, Prevention, and Mental Health Promotion) indicators. These specific data points to include:
 - Workforce Development Training (number of individuals in the mental health or related workforce trained through the federal grant, and types of individual trained i.e. their role within the school)
 - Training (number of individuals outside of the mental health or related workforce trained through the federal grant, and types of individual trained i.e. their role within the school)
 - Partnership/Collaboration (number of MOU's/MOA's with outside entities entered into through the federal grant)
 - Policy Development (number of policy changes completed as a result of the federal grant)
 - Referral (number of students referred for mental health and/or related services)
 - Access (the number and percentage of students receiving mental health or related services after referral)
 - Knowledge/Attitudes/Beliefs (number and percentage of individuals who have demonstrated improvement in knowledge, attitudes, or beliefs related to prevention and/or mental health promotion)

- b. SAMHSA National Outcomes Measures (NOMs) indicators
- c. Government Performance Results Act (GPRA) interviews with students directly served by Project AWARE, to be conducted at intake, every 6 months during service duration, and at discharge.
- d. Narrative description of successes achieved and difficulties encountered
- e. Pre and post-training surveys
- f. SHAPE results

3. Payment

The State will pay for performance by the Governmental Unit under this Agreement as follows:

- 3.1 Compensation. The Governmental Unit will be paid following acceptance of the deliverables described in this Agreement in accordance with the budget in Exhibit A that is attached and incorporated into this Agreement.
- 3.2 The total obligation of the State under this Agreement will not exceed \$1,860,000.00
- 3.3 Invoices. The State will promptly pay the Governmental Unit after the Governmental Unit presents an itemized invoice for the goods received or services actually performed, and the State's Authorized Representative accepts the invoiced goods or services. Invoices must be submitted timely and according to the following schedule:

Quarterly invoices should be submitted following the same reporting timeline as listed under clause 2.4.

The invoices should be submitted directly to the [MDE Accounts Payable Department](mailto:MDE.AccountsPayable@state.mn.us) (MDE.AccountsPayable@state.mn.us) for processing. The preferred method of obtaining an invoice from a Governmental Unit is by email. The subject line of the email with the invoice attached should contain the MDE's Authorized Representative's name and Agreement number.

The invoice should include the following information:

- MDE's Authorized Representative's name;
- The SWIFT Agreement number;
- Dates of service; and
- A description of services performed.

Should an invoice need to be submitted via U.S. Mail, please use the following address:

Minnesota Department of Education
Attn: Accounts Payable Department
1500 Highway 36 West
Roseville, MN 55113-4266

4. Authorized Representatives

The State's Authorized Representative is Brienne LaHaye, Project AWARE Coordinator, 1500 Highway 36 West, Roseville, MN 55113, 651-582-8407, Brienne.LaHaye@state.mn.us, or her successor.

The Governmental Unit's Authorized Representative is Callie Devriendt, Mental Health Coordinator, 215 North 1st Avenue East, Duluth, MN 55802, 218-336-8880, callie.devriendt@isd709.org, or her successor.

5. Assignment, Amendments, Waiver, and Contract Complete.

5.1 Assignment. The Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.

5.2 Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.

5.3 Waiver. If the State fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

5.4 Contract Complete. This Agreement contains all negotiations and agreements between the State and the Contractor. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6. Liability.

6.1 Each party will be responsible for its own acts and behaviors and the results thereof.

7. State Audits.

Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Agreement.

8. Government Data Practices.

The Governmental Unit and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Governmental Unit or the State.

If the Governmental Unit receives a request to release the data referred to in this clause, the Governmental Unit must immediately notify and consult with the State's Authorized Representative as to how the Governmental Unit should respond to the request. The Governmental Unit's response to the request shall comply with applicable law.

9. Venue

Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

10. Termination

10.1 Termination. The State or the Governmental Unit may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

10.2 **Termination for Insufficient Funding.** The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Governmental Unit. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Governmental Unit will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Governmental Unit notice of the lack of funding within a reasonable time of the State's receiving that notice.

11. E-Verify Certification (in accordance with Minn. Stat. § 16C.075).

For services valued in excess of \$50,000, the Governmental Unit certifies that as of the date of services performed on behalf of the State, Governmental Unit and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of the State. The Governmental Unit is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EVerifySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

12. Vaccination/Testing Requirements

12.1 **Applicability.** This section applies to Contractor's employees or subcontractors who are performing contracted work in the following types of project settings: indoors with regular in-person contact with State agency employees or members of the public; and outdoors with substantial and/or regular in-person, non-socially distanced contact with State agency employees or members of the public ("Covered Individuals").

12.2 **Requirements.** In accordance with [HR/LR Policy #1446](#) Covered Individuals must be fully vaccinated against COVID-19 as defined in the policy or submit to testing at least once a week.

12.3 **Compliance.** Contractor is responsible for the following:

12.3.1 Tracking and maintaining proof of vaccination status for vaccinated Covered Individuals;

12.3.2 Ensuring Covered Individuals who are not vaccinated are tested on a weekly basis;

12.3.3 Monitoring test results and ensuring that Covered Individuals with positive test results do not access the State workplace to perform contractual services until the Covered Individual has been medically cleared; and

12.3.4 Ensuring its Covered Individuals do not access the location where the contracted work is occurring if the Covered Individual is not in compliance with the requirements stated in item 12.2 Requirements, above.

12.4 **Reporting.** Upon request, Contractor shall provide the State with documentation demonstrating compliance with these requirements. Contractor shall maintain documentation for a minimum of thirty (30) days past the end date of the contract.

13. Accessibility Standards

The Governmental Unit agrees to comply with the State of Minnesota Accessibility Standards effective September 1, 2010, which entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 which can be viewed on the [Minnesota IT Services website](https://mn.gov/mnit/about-mnit/accessibility/) (https://mn.gov/mnit/about-mnit/accessibility/). The Standards apply to web sites, software applications, electronic reports and output documentation, training delivered in electronic formats (including, but not limited to, documents, videos, and webinars), among others. As upgrades are made to the software/products/subscriptions available through this Agreement, the Governmental Unit agrees to develop functionality which supports accessibility. If any issues arise due to nonconformance with the above mentioned accessibility Standards, the Governmental Unit agrees to provide alternative solutions upon request at no additional charge to the State.

- a. Contact the [Communications Office](mailto:mde.communications@state.mn.us) (mde.communications@state.mn.us) for specific guidance on creating content that meets our accessibility requirements.
- b. For questions regarding the accessibility of software, websites or applications, contact [Kim Wee](mailto:kim.wee@state.mn.us) (kim.wee@state.mn.us).

14. Publications or Other Content Intended for Dissemination

The following criteria are to be used for all publications or other content created for MDE intended for dissemination:

- a. Use only print-quality department logo. Request a copy from the MDE [Communications Office](mailto:mde.communications@state.mn.us) (mde.communications@state.mn.us).
- b. Copy must follow latest edition of the Associated Press (AP) Stylebook.
- c. Video content must be open or closed captioned.
- d. Copy must be free of typographical and grammatical errors.
- e. Fonts used can vary in promotional pieces; however, the sizes used should be comparable to Calibri 11 pt. or Times New Roman 12 pt.
- f. Manuals and other long documents (10+ pages, as a reference point only) should be provided in PDF format with bookmarks (preferred) or include a linked Table of Contents.
- g. If the end product is not an editable source document (originally created format), the source document must also be provided to the department along with the final format for all non-multimedia content. For instance, if a PDF document is the final product, the Governmental Unit must also provide the Word or PowerPoint file.
- h. Presentations must be narrated, part of a recorded presentation, or include notes pages, not be standalone slideshows. Notes, as Annotations, should not be included when the presentation is converted to PDF.
- i. Please direct questions regarding printed material to the Authorized Representative for this Agreement.

15. Plain Language

The Governmental Unit must provide all deliverables in "Plain Language." Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can

understand the first time they read or hear it. To achieve that, Contractor will take the following steps in the deliverables:

- a. Use language commonly understood by the public;
- b. Write in short and complete sentences;
- c. Present information in a format that is easy to find and easy to understand; and,
- d. Clearly state directions and deadlines to the audience.

16. Force Majeure

Neither party shall be responsible to the other or considered in default of its obligations hereunder to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot, disruption of government, pandemics, or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party defaulting under this provision must provide the other party prompt written notice of the default and take all necessary steps to bring about performance as soon as practicable.

Signature page to follow

1. State Encumbrance Verification

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05

Print Name: Jennifer Fleckner

Signature: DocuSigned by:
Jennifer Fleckner
B824FC9320BF84B1...

Title: SPA Principal Date: 1/7/2022

SWIFT Contract No. 205996

2. Governmental Unit

Print Name: Catherine A. Erickson

Signature: DocuSigned by:
Catherine A. Erickson
3530DB8A52D84F1...

Title: CFO Date: 1/12/2022

School Board Chair Date

3. Minnesota Department of Education (MDE)

With delegated authority

Print Name: Andre Prah1

Signature: DocuSigned by:
Andre Prah1
8737A85DF6A14AA...

Title: Agency Finance Director Date: 1/13/2022

4. Commissioner of Administration

As delegated to The Office of State Procurement

Print Name: _____

Signature: _____

Title: _____ Date: _____

Admin ID: _____

Signature page to Joint Powers Agreement #205996



Exhibit A - Project AWARE Joint Powers Agreement Budget Narrative: Duluth Public School District #709

Project AWARE Joint Powers Agreement Budget Narrative: Duluth Public School District

	Amount for Year 1	Yearly Amount for Years 2 through 4	Amount for Year 5	Total Amount
110-299: Salary and benefits <ul style="list-style-type: none"> 1.0 FTE Project AWARE Coordinator 1.0 SEL Interventionist Misc. salary payments (sub pay for teachers to attend trainings, additional support staffing hours over summer, etc.) 	\$ 233,500	\$258,000	\$265,840	\$1,273,340
366-389: Professional development <ul style="list-style-type: none"> National School Mental Health Conference State School Mental Health Conference Other conference/training attendance 	\$20,000	\$1,500	\$1,000	\$25,500
303-304: Contracts <ul style="list-style-type: none"> Training contracts for evidence-based trainings named in the grant (CBITS/Bounce Back, Youth Mental Health First Aid, PREPaRE, Sources of Strength, etc.) Funding to supplement DHS School Linked Mental Health Provider MOU's. Additional School Linked Mental Health Provider contracts. 	\$16,000	\$75,500	\$58,160	\$300,660
430: Supplies <ul style="list-style-type: none"> Social-Emotional Learning Curriculum and supplies PBIS supplies Software for billing of school-based services Youth Mental Health First Aid training participant materials Student supplies for Tier 2 mental health interventions Incentives for student and family participation in evaluation activities, as allowable by federal funding guidelines. 	\$75,500	\$10,000	\$5,000	\$110,500
895: Indirect	\$30,000	\$30,000	\$30,000	\$ 150,000

TOTALS	Total Amount for Year 1 = \$375,000	Total Amount for Years 2 through 4 = \$1,125,000	Year 5 Amount = \$360,000	Grand Total = \$1,860,000
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COLLECTIVE BARGAINING AGREEMENT

Between

**Independent School District No. 709
Duluth, Minnesota**

And

Non-Certified Business Division Administrators' Association

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COLLECTIVE BARGAINING AGREEMENT

Between

**Independent School District No. 709
Duluth, Minnesota**

And

Non-Certified Business Division Administrators' Association

THIS AGREEMENT, entered into this 15th day of February, by and between the Non-Certified Business Division Administrators' Association, hereinafter referred to as the "**Association**", and Independent School District No. 709, St. Louis County, Minnesota, a public corporation, hereinafter referred to as "**School District**", and relating to terms and conditions of employment, including the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of employees. Now, therefore, in consideration of the mutual promises and agreements between the parties contained herein, the parties agree as follows:

ARTICLE 1

Recognition

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

ARTICLE 2

School District And Association Rights

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

2.2 – Job Advertisement/New Or Changed Positions - When a vacancy occurs in a position in the District, which falls within the appropriate bargaining unit, notice of such vacancy will be emailed to the President of the Association. The position will be posted for a period seven (7) calendar days.

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

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

Level 1: An employee who believes that his/her assigned job responsibilities have significantly increased to warrant a higher classification shall make a written request to the Human Resources designee. The designee shall review the request pursuant to the District's job evaluation methodology and make a written decision within forty-five (45) working days with copies being sent to the exclusive bargaining unit president and the employee making the request and their supervisor.

Level 2: If the employee or unit does not agree with the Level 1 decision, a three (3) member committee will be formed with one member chosen by Superintendent of Schools, one member by the exclusive representative and the third member chosen by agreement. The committee shall convene and render a decision by twenty (20) working days following the agreement of the third party. The decision of the committee will be final and binding subject to Superintendent approval. However, should the Superintendent deny the decision, he/she may do so only on the basis of removing those duties found to qualify the position for reclassification.

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

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

2.5 – Association Dues And "Fair Share" Fee - Upon receipt from the Association of its membership list, the School District shall deduct from each employee in the bargaining unit who is a member of the Association, the monthly Association assessment of such employee and shall remit the same to the appropriate Association representative or its assignee as may be properly designated. In addition, the School District shall check off from the earnings of any employee within the bargaining unit who is not a member of the Association the "fair share" fee required by Minnesota Statutes, Section 179A.03, Subd. 9, upon appropriate action being taken by the Association pursuant to said statutory provisions, and such sum not to exceed the total assessment of the Association to its members.

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

ARTICLE 3

Salary Regulations

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

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

Period	Vacation Entitlement
First Year	11 Days
After One Year	16 Days
After Four Years	20 Days
After Six Years	21 Days
After Seven Years	22 Days

After Eight Years	23 Days
After Nine Years	24 Days
After Ten Years	25 Days
After Fifteen Years	27 Days
After Twenty-Five Years	30 Days

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

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

3.2.2 - Employees working in positions calling for a fifty-two (52) week work year, may, with prior approval from the Superintendent or his/her designee, carry over one (1) week of vacation to be used the following year. Requests to carry over vacation in this regard must be made in writing prior to December 15 of the calendar year immediately preceding the calendar year in which the vacation time will be used.

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

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

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

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

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

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

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

3.5 – Layoff Policy - Effective July 1, 2000, in the event of declining enrollments or administrative reorganization it is necessary to discontinue certain positions, employees shall be laid off in the inverse order in which they were employed by the School District in a supervisory position within the Unit. Period of service shall not be interrupted while an employee is on an approved leave of absence.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 4

Leaves of Absence

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

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

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

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

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

This leave shall be deducted from sick leave.

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

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

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

4.6 – Leave Of Absence Without Pay - At the discretion of the School Board, an employee may be granted, upon written request, a leave of absence without pay from the unit for up to one (1) year for purposes other

than those enumerated, provided the employee, upon returning to the unit within the one (1) year period, does not displace any employee nor assumes a position in which he/she has no previous successful experience performing in the District or is not otherwise qualified to perform in the sole discretion of the departmental supervisor.

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

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

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

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

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

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

ARTICLE 5

Insurance

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

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

5.3 – Life Insurance - Group term life insurance in the face amount of fifty thousand and no/100ths dollars (\$50,000) will be provided for each employee of the unit at no cost to the employee. Optional supplemental

group life and AD&D benefits in the amount of \$100,000 can be purchased in \$10,000 increments and dependent life insurance will be made available at the employee's cost.

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

ARTICLE 6

Travel

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

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

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

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

ARTICLE 7

Grievance Procedure And Arbitration

7.1 - Definitions

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

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

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

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

7.3 – Procedures - Step I. The aggrieved employee shall present his or her grievance in writing to the Human Resources Manager or his/her designee within twenty (20) days of the time the aggrieved employee knew or should have known of the act, event, or default of the School District, the School Board, its employees, agents, or contractors, which is alleged to be a violation, misapplication, or misinterpretation of

the terms of this Agreement. The written grievance shall state the nature and date of the violation to the best of the employee's knowledge, the Article or Sections of this Agreement alleged to have been violated, misapplied, or misinterpreted and the relief or action sought by the aggrieved employee. The Human Resources Manager or his/her designee shall set a hearing date within ten (10) days of the filing of the grievance with the Human Resources Manager or his/her designee and notify the aggrieved employee, his/her designated representative, and the Association. A decision in writing by the Human Resources Manager or his/her designee shall be rendered within ten (10) days of the hearing and communicated to the aggrieved employee and the Association.

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

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

7.5 – Miscellaneous Provisions

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

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

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

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

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

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

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

ARTICLE 8

Health Care Savings Plan

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

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

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

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

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

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

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

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

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

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

ARTICLE 9**No Strike Clause**

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

ARTICLE 10

Term of Agreement

This Agreement shall be effective July 1, 2020, except as otherwise provided herein, and the term of this Agreement shall be from July 1, 2020 to June 30, 2021 inclusive, except as otherwise provided herein, and thereafter until a new Collective Bargaining Agreement is negotiated and executed between the parties or bargaining rights are terminated by law for this bargaining unit.

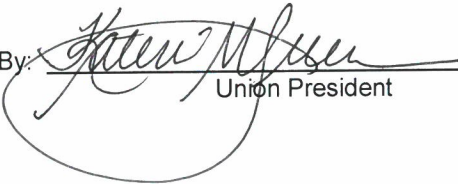
Except by mutual agreement of the two (2) parties not more than one-hundred twenty (120) days and not less than ninety (90) days prior to June 30, 2020, both parties shall present their proposals for changes in the Agreement and commence negotiations for a new Agreement.


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

Dated at Duluth, Minnesota this 15th day of February, 2022.

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

INDEPENDENT SCHOOL DISTRICT
NO 709

By: 
Union President

By: 
Chairperson of the School Board

By: 
Clerk of the School Board

ADDENDUM

Letter of Intent

May 5, 2004

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

**APPENDIX A
NON-CERTIFIED BUSINESS ADMINISTRATORS' ASSOCIATION
WEEKLY SALARY SCHEDULE 2020-2021**

CLASS	YEARS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	
I	2018-2019	717	733	750	766	782	806	
	2019-2020	732	748	764	781	797	822	
	2020-2021	747	763	779	797	813	838	
	<i>Help Desk Technician</i>						52 Weeks	
II	2018-2019	853	872	891	910	929	958	
	2019-2020	870	889	909	928	948	977	
	2020-2021	887	907	927	947	967	997	
	<i>Buyer</i>						52 Weeks	
III	2018-2019	911	932	952	973	993	1024	
	2019-2020	929	950	971	992	1013	1044	
	2020-2021	948	969	990	1012	1033	1065	
	<i>Accountant I</i>						52 Weeks	
	<i>Early Childhood Business Manager</i>						52 weeks	
	<i>Field Support Technician</i>						52 Weeks	
	<i>Field Support Technician</i>						42 Weeks	
<i>Food Service Site Supervisor</i>						52 Weeks		
<i>Innovation Specialist</i>						48 Weeks		
IV	2018-2019	985	1007	1030	1052	1074	1107	
	2019-2020	1005	1027	1050	1073	1095	1129	
	2020-2021	1025	1048	1071	1094	1117	1152	
V	2018-2019	990	1012	1034	1056	1079	1112	
	2019-2020	1009	1032	1055	1077	1100	1134	
	2020-2021	1029	1053	1076	1099	1122	1157	
<i>Senior Buyer</i>						52 Weeks		
VI	2018-2019	1017	1040	1063	1086	1109	1143	
	2019-2020	1038	1061	1084	1108	1131	1166	
	2020-2021	1059	1082	1106	1130	1154	1189	
	<i>Business Services Liaison</i>						52 weeks	
<i>Coordinator of Health, Safety & Environmental Management</i>						52 Weeks		
VII	2018-2019	1033	1057	1080	1103	1126	1161	
	2019-2020	1054	1077	1101	1125	1148	1184	
	2020-2021	1075	1099	1123	1148	1171	1208	
	<i>Accountant II</i>						52 Weeks	
	<i>Assistant Supervisor Maintenance & Construction</i>						52 Weeks	
	<i>Assistant Supervisor Transportation</i>						52 Weeks	
	<i>Building Systems Technology Coordinator</i>						52 weeks	
	<i>Food Service Area Field Supervisor</i>						52 Weeks	
	<i>Grants Coordinator</i>						52 Weeks	
	<i>Special Services Business Manager</i>						52 weeks	
<i>System Specialist/Desktop I</i>						52 Weeks		
<i>Technology Supervisor</i>						52 Weeks		
VIII	2018-2019	1193	1219	1246	1273	1300	1340	
	2019-2020	1217	1244	1271	1299	1326	1367	
	2020-2021	1241	1269	1296	1325	1353	1394	
	<i>Business Process Systems Analyst</i>						52 Weeks	
	<i>Network Engineer I</i>						52 Weeks	
	<i>Supervisor Building Operations</i>						52 Weeks	
	<i>Supervisor Purchasing</i>						52 Weeks	
<i>System Specialist/Desktop II</i>						52 Weeks		
<i>System Specialist/Network I</i>						52 Weeks		
<i>System Specialist/Security</i>						52 Weeks		
IX	2018-2019	1273	1301	1330	1359	1387	1430	
	2019-2020	1299	1328	1357	1386	1415	1459	
	2020-2021	1325	1355	1384	1414	1443	1488	
	<i>Network Engineer II</i>						52 Weeks	
	<i>Supervisor Maintenance & Construction</i>						52 Weeks	
<i>Supervisor Transportation</i>						52 Weeks		
<i>Systems Specialist/Network</i>						52 Weeks		

Persons with more than twenty (20) years of continuous full time service with the School District on or before December 1 shall receive an additional \$1000 per year and such longevity payment shall be in addition to the amount set forth in the above salary schedule for such persons except that such payment shall remain constant and not be compounded in future salary adjustments. Step 1 through Step 5 respectively of the salary grid shall be 89-91-93-95 and 97% of Step 6.

RESOLUTION

Non-Certified Business Division Administrators' Association

RESOLVED, By the School Board of Independent School District 709, St. Louis County, Minnesota, that the Collective Bargaining Agreements between Independent School District 709 and the Non-Certified Business Division Administrators' Association, a summary of which is in the hands of all School Board members, be approved and adopted for the period of July 1, 2020 to June 30, 2021 inclusive, and that the Chairperson and Clerk of the School Board be hereby authorized to execute said Agreement on behalf of the School District.

RESOLUTION

Acceptance of Donations to Duluth Public Schools

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WHEREAS, Minnesota Statute 465.03 requires a school district to accept donations by resolution expressed in the terms prescribed by the donor in full; and,

WHEREAS, acceptance of the donations in accordance with the donor's terms is in the best interest of the Duluth Public Schools:

NOW, THEREFORE, BE IT RESOLVED that the Duluth Public Schools does accept the below-described donations from said organizations in accordance with the terms set forth herein.

BE IT FURTHER RESOLVED that the Duluth Public Schools wishes to extend its grateful appreciation to these various individuals and organizations.

SCHOOL	DONOR	AMOUNT	RESTRICTION	COMMENTS
Denfeld	Allete Clean Energy, Inc.	\$750.00	Drama Dept.	
Denfeld	Irving Community Assn.	\$10,000.00	Choir youth trip	
District-Wide	Caroline Marks	\$100.00	None	Give to the Max Day
Headstart	Janet Killough	\$50.00	None	
Lester Park	Jessica Eaton	In Kind	None	100 child masks
Lowell	Anthony & Laura Hoffarth	In Kind	Staff for parent pick up (outside)	Hand warmers
Myers-Wilkins	Affinity Plus Credit Union	\$2,000.00	Low Incidence Classroom Activities and Materials	Affinity Plus Credit Union Foundation - Cultivator Award
Families in Transition	Faster Solutions, Inc c/o Kara Knowles	\$500.00	None	
Rockridge	Tom & Julie Seidelmann	\$20.00	None	Give to the Max Day
Stowe	Donors Choose	In Kind	Mrs. Beetcher's Kindergarten class	20 pillow folding rest mats
Stowe	Asbury United Methodist Church	In Kind	None	Knitted hats, mittens, scarves
Stowe	Donors Choose	In Kind	Classroom use	Hokki Stool Flexible Ergonomic Seating 15 x 4 qty



ISD #709

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Duluth Public Schools
HOCHS Relocation Project

Monthly Progress Report
January 2022

Project(s) Address: 730 E Central Entrance, Duluth, MN 55802

Recent Progress and Activities:

- The Facilities remodel project construction progress:
 - Interior demolition has been completed.
 - Light gauge wall framing completed.
 - The server has been relocated to its final location.
 - Deteriorated concrete has been removed and replaced. New trench drains have been installed.
 - Nearly all electrical rough-in's are complete. Wire pulling is in progress.
 - Nearly all ductwork rough-in's are complete; the Air Handler Units (AHU) will be coming in the coming months for connections.
 - Hydronic piping is in progress, scheduled to be completed in the coming weeks.
- The City provided final comments on the formal Developers Agreement for the DSC/Transportation project on 1/26/22. It is projected to have a final Developers Agreement completed in the coming weeks.
- Saturday Properties and ISD#709 have been working jointly to prepare a concept plan for the remainder of the parcels on the hill site. This concept plan is scheduled to be finalized in the coming months. An update on the concept plan will be presented at the 2/3/2022 School Board meeting.
- The Tech Village construction has been completed for the build-out of the ALC/AEO lease space. Move-in to the space is also complete.
- Furniture meetings have been ongoing to establish District furniture needs of Facilities, District Services Center, and Transportation buildings. Furniture finishes and colors have been selected for the Transportation Center and Facilities. The District Services Center will have further meetings on the final selections.

Upcoming Activities and Next Steps:

- A Developer's Agreement is planned to be created by the City of Duluth in the coming weeks. This is a key part of obtaining the final building permits.
- Construction will be ongoing on the Facilities remodel project through May of 2022. It is scheduled to work on the interior remodel through the winter and wrap up the exterior items in the spring of 2022.
- Final furniture and technology selections will be taking place in the coming months for the District Services Center.

AGREEMENT

THIS AGREEMENT, made and entered into this 4th day of January, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Kathleen Alberio, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows: Is to set out the terms and conditions whereby Contractor will provide programs or services for the district at the times and locations set forth in this agreement.

1. Dates of Service. This Agreement shall be deemed to be effective as of January 4, 2022 and shall remain in effect until June 9, 2022, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. Performance. To facilitate communication between deaf and hard-of-hearing (DHH) students and their peers, our staff and other adults, using sign language. Interpreters will model signs for DHH students during instructional and non-instructional periods, such as playtime and school related extracurricular activities. The educational interpreter provides interpreting and support services (educational tutoring) to students who are DHH being educated in their local school district. Other duties may be performed when they do not interfere with interpreting include tutoring, participation in meetings and being an active member of the school's educational team.

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

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. Reimbursement. In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$50.00 hourly and \$20,000 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will

be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

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

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

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

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

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

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

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Brenda Vieths, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Kathleen Alberio, 7764 Albert Rd. Saginaw, MN 55779.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Kathleen Alberio _____ 1-7-2022
 Contractor Signature SSN/Tax ID Number Date
Jackie Howard _____ 1/17/22
 Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	405	740	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

Catherine Elio _____ 01/06/22
 CFO / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of December, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Lakeside Pres Nursery School, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of November 2, 2021 and shall remain in effect until May 26, 2022, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in [REDACTED]'s Individualized Education Program (IEP).

Whereas the AGENCY is duly qualified to perform these services for an integrated preschool program as determined by the student's IEP team.

NOW THEREFORE, the parties agree as follows:

The AGENCY shall provide the following services: Preschool programming (2 days per week) Tuesday and Wednesday following the Duluth Schools District calendar.

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

The approximate date the service will begin is November 2, 2021 and shall not extend beyond May 26, 2022; the contract not to exceed a total of 52 Days (attending 2 days per week. The District will pay 2 days per week @ \$148.36 per month).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811 on the 15th of each month for the preceding month.

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

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history

background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. Reimbursement. In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$148.36 per month and \$1,038.52.00 in total.

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

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

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

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

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

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

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

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

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

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jason Crane, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811. Invoices may be emailed directly to ap.vendor@isd709.org.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Lakeside Pres Nursery School, 4430 McCulloch Street, Duluth, MN 55804

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

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

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

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

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

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

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

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

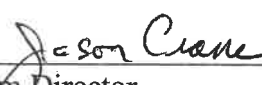
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature	SSN/Tax ID Number	Date
		1-10-22
Program Director		Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	211	000	393	000
XX	X	XXX	XXX	XXX	XXX	XXX

Check if the contract will be paid using Student Activity Funds

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

	1/14/22
CFO / Superintendent of Schools / Board Chair	Date

AGREEMENT

THIS AGREEMENT, made and entered into this 11th day of January, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and University Nursery School Jefferson, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 24, 2022 and shall remain in effect until June 1, 2022, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in [REDACTED] s Individualized Education Program (IEP).

Whereas the AGENCY is duly qualified to perform these services for an integrated preschool program as determined by the student's IEP team.

NOW THEREFORE, the parties agree as follows:

The AGENCY shall provide the following services: Preschool programming (3 days per week) Monday, Tuesday and Wednesday following the Duluth Schools District calendar.

The AGENCY shall perform these services at: 916 E 3rd Street, Suite #1, Duluth, MN 55805.

The approximate date the service will begin is January 24, 2022 and shall not extend beyond June 1, 2022; the contract not to exceed a total of 50 Days (attending 3 days per week. The District will pay 3 days per week @ \$40.00 per day).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811 on the 15th of each month for the preceding month.

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

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history

background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. Reimbursement. In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$40.00 per day and \$2,000.00 in total.

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

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

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

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

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

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

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

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

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

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jason Crane, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811. Invoices may be emailed directly to ap.vendor@isd709.org.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to University Nursery School Jefferson, 916 E.3rd Street, Suite #1, Duluth, MN 55805

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

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

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

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

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

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

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

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

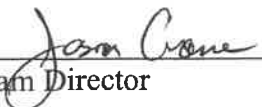
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature	SSN/Tax ID Number	Date
		1-11-22
Program Director		Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	211	000	393	000
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

	Date
CFO / Superintendent of Schools / Board Chair	1/14/22

AGREEMENT

THIS AGREEMENT, made and entered into this 17th day of January, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Melinda Thibault, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 17, 2022 and shall remain in effect until June 30, 2022, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** The Contractor will provide training in any/all of the aspects of the duties required of the Executive Assistant to the Superintendent and School Board position on an as needed basis in order to support the office of the Superintendent. Items of support include, but are not limited to, BoardBook, Policies, and record keeping of school board information and documents.

3. **Background Check.**

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations at a rate of \$30.00 hourly and \$6,000 in total.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Business Services Office, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail: Melinda Thibault, 1517 Maple Grove Rd, Duluth, MN 55811.

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

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

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

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

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




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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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


 Contractor Signature _____ SSN/Tax ID Number  Date 4-30/22

 Program Director _____ Date 1/20/22

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

This contract is funded by either:

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

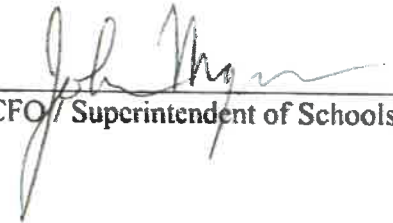
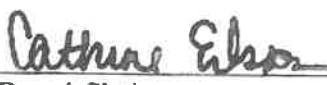
Please check the appropriate line below:

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

01	E	005	020	000	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

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

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


 CFO / Superintendent of Schools / Board Chair _____ Date 1/28/22


**No Cost Contracts Signed
January 2022**

For your information, the Superintendent or the Executive Director of Business Services has signed the following no cost contracts during the above timeframe:

Name	Contract Source	Description
Minnesota Department of Education (MDE)	Child Nutrition	Annual approval to participate in the state school lunch program
WeVideo	Teaching, Learning & Equity	Pilot agreement for WeVideo editing for 5-10 classrooms, grades 4-12, for the remainder of FY22
Zoom	Technology	Educational Data Collection policy



Sponsor-State Agreement for Minnesota Child Nutrition Programs

Instructions: Read this agreement thoroughly before signing. Throughout this document, the organization responsible for administering the child nutrition program(s) will be referred to as the Sponsor. By submitting this agreement to the Minnesota Department of Education (MDE), the Sponsor's authorized representative has electronically signed this agreement. Once the Agreement has been electronically signed by MDE's authorized representative, it is legally binding on both the Sponsor and MDE.

Sponsor Name DULUTH ISD # 709

Sponsor ID Number 1000003456 Federal Tax ID Number 416003776

Address 4316 RICE LAKE ROAD City DULUTH State MN Zip Code 54811

Enter the name and title of Sponsor's authorized representative, who certifies they are authorized by the Sponsor to sign this agreement.

Sponsor Representative Name: CATHERINE ERICKSON

Sponsor Representative Title: CHIEF FINANCIAL OFFICER

1. Purpose

This is an agreement between MDE and the Sponsor that sets out the requirements for the Sponsor to administer one or more of the Child Nutrition Programs (CNPs) of the U.S. Department of Agriculture (USDA) and the Minnesota Kindergarten Milk Program (MKMP), as programs are approved or discontinued each year by MDE. The agreement continues to be effective as long as the Sponsor continues to be approved to participate in any Program or until terminated as described below.

During any period that the Sponsor contracts with a vendor to provide food service management or meals as allowed by program regulations, the Sponsor must ensure that program requirements are met. These requirements include, but are not limited to, the Sponsor retaining control of the quality, extent and general nature of its food service in addition to ensuring the meal pattern and nutrition requirements, Program, Procurement, and Financial accountability requirements, and all record retention requirements of this agreement are met.

2. Participation in Child Nutrition Programs

Upon execution of this agreement, MDE authorizes the Sponsor to participate in the following CNP(s):

National School Lunch Program (NSLP) / Food Distribution Program (FDP)

For NSLP, please check all box(es) that apply:

Afterschool Care Snack

Seamless Summer Option

School Breakfast Program (SBP)

Child and Adult Care Food Program (CACFP) including At-Risk Afterschool Meals

For CACFP, please check one box:

Independent Center, as defined in 7 CFR 226.2

Sponsoring Organization, as defined in 7 CFR 226.2 (*a Sponsor responsible for the Program in: at least one day care home; at least one center which is legally distinct from the Sponsor; or multiple sites*)

Summer Food Service Program (SFSP)

Special Milk Program (SMP)

Minnesota Kindergarten Milk Program (MKMP)

Updates to the Child Nutrition Programs covered by this agreement ("covered programs"), including required annual program application updates, may be made at any time, pending approval by MDE.

3. Statutory Authority

Federal: Richard B. Russell National School Lunch Act (42 US Code 1751 et seq) and the Child Nutrition Act of 1966 (US Code 1771 et seq).

State: Minnesota Kindergarten Milk Program (Minnesota Statutes section 124D.118).

4. Federal Regulations

The Sponsor must meet the requirements in the Code of Federal Regulations (CFR) for covered programs during the periods that the Sponsor is approved to administer each program.

- a. These federal financial regulations apply while the Sponsor is approved to administer any federal Child Nutrition Program:
 - i. 2 CFR parts 200 and 400 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

- ii. 2 CFR 415 – General Program Administrative Regulations
- b. These federal regulations apply during periods that the Sponsor is approved to administer School Nutrition Programs including USDA Foods:
 - i. 7 CFR 210 – National School Lunch Program (includes an Afterschool Snack program and Seamless Summer Option program)
 - ii. 7 CFR 220 – School Breakfast Program
 - iii. 7 CFR 245 – Determining Eligibility for Free and Reduced Price Meals and Free Milk in Schools
 - iv. 7 CFR 250 – Donation of Foods for Use in the United States, Its Territories and Possessions and Areas under Its Control
- c. These federal regulations apply during periods when the Sponsor is approved to administer the Child and Adult Care Food Program:
 - i. 7 CFR 226 – Child and Adult Care Food Program (includes At-Risk Afterschool Meal program)
 - ii. 7 CFR 240 – Cash In Lieu of Donated Foods
- d. These federal regulations apply during periods when the Sponsor is approved to administer the Summer Food Service Program:
 - i. 7 CFR 225 – Summer Food Service Program
 - ii. 7 CFR 250 – Donation of Foods for Use in the United States, Its Territories and Possessions and Areas under Its Control
- e. Federal regulations that apply during periods when the Sponsor is approved to administer the Special Milk Program:
 - i. CFR 215 – Special Milk Program
 - ii. CFR 245 – Determining Eligibility for Free and Reduced Price Meals and Free Milk in Schools

5. Duration and Termination

This agreement is effective as of the date the agreement has been executed by both parties and remains in effect for covered programs and associated time periods until the agreement is terminated. This agreement may be terminated in accordance with the program statutes, program regulations, and guidance. The agreement also terminates if the Sponsor notifies MDE that it will not participate in any Child Nutrition Program, unless regulations for a covered program require the agreement to remain in effect. This agreement terminates if the Sponsor does not participate in any Child Nutrition Program for two consecutive program years.

6. Amendments

MDE can make amendments to this agreement, which are not subject to approval by the Sponsor. If MDE amends the agreement, the Sponsor must meet the requirements of the amendment or terminate the agreement. The Sponsor may propose amendments to this agreement, which must be approved by MDE. The Sponsor may add or delete covered programs each program year, or within a program year, subject to MDE approval.

7. Program Requirements

The Sponsor agrees to meet all requirements for each covered program, including, but not limited to, regulations, statutes, handbooks, instructions, and guidance issued by USDA and the State of Minnesota.

Program requirements listed in this agreement do not include all program requirements. MDE may establish additional requirements for participation in the programs which are not inconsistent with the provisions of 7 CFR 210, 215, 220, 225, 226, and 250.

a. School Nutrition Programs

i. National School Lunch Program, School Breakfast Program and Food Distribution Program

This section applies for each program year that the Sponsor is approved by MDE to participate as a School Food Authority (SFA) in the National School Lunch Program, including the Afterschool Snack and Seamless Summer Option, the Food Distribution Program, and, if applicable, the School Breakfast Program. The Sponsor must meet requirements in 2 CFR parts 400 and 415 in addition to 7 CFR parts 210, 220, 245, and 250, as applicable, including but not limited:

- A. Maintain a nonprofit school food service and observe the requirements for, and limitations on, the use of nonprofit school food service revenues set forth in 7 CFR 210.14 and 220.13 and use all revenues received by such food service only for the operation or improvement of that food service except that facilities, equipment, and personnel support with funds provided by a program may be used to support a nonprofit nutrition program for the elderly, including a program funded under the Older Americans Act of 1965 (42 U.S.C. 3001 *et seq.*);
- B. Limit its net cash resources to an amount that does not exceed three months average expenditures for its nonprofit school food service or such other amount as may be approved by MDE in accordance with 7 CFR 210.19(a);
- C. Maintain a financial management system as prescribed by 7 CFR 210.14(c) and MDE;
- D. Comply with regulations regarding financial management (2 CFR part 200, subpart D and USDA implementing regulations 2 CFR parts 400 and 415);
- E. Serve lunches and, if applicable, breakfasts, which meet the minimum requirements prescribed in 7 CFR 210.10 and 7 CFR 220.8, during meal periods designated by the school and limit any competitive food services as required in 7 CFR 210.11 and 220.12.
- F. Price the school meal as a unit;
- G. Serve school meals free to all children who are determined by the Sponsor to be eligible for free or reduced-price school meals under 7 CFR part 245 using state aid provided in Minnesota Statutes 124D.111 and 124D.1158 to serve school meals at no charge to children eligible for reduced-price school meals;
- H. Claim reimbursement at the assigned rates only for reimbursable free, reduced-price, and paid lunches served to eligible children in accordance with 7 CFR 210 and, if applicable, 7 CFR 220. Agree that the school food authority official signing the claim shall be responsible for reviewing and analyzing meal counts to ensure accuracy. Acknowledge that failure to submit accurate claims will result in the recovery of an overclaim and may result in the withholding of payments, suspension, or termination of the program. Acknowledge that if failure to submit accurate claims reflects embezzlement, willful misapplication of funds, theft, or fraudulent activity, the penalties specified in 7 CFR 210.26 shall apply.
- I. Count the number of free, reduced-price, and paid reimbursable meals served to eligible children at the point of service or through another counting system approved by MDE;
- J. Submit Claims for Reimbursement in accordance with 7 CFR 210.8 and 220.11 and MDE procedures;
- K. Comply with USDA regulations respecting nondiscrimination (7 CFR 15, 15a, 15b);

- L. Make no discrimination against any child because of their eligibility for free or reduced-price meals in accordance with the Sponsor's approved Free and Reduced Price Policy Statement;
- M. Make no discrimination against any child because of their inability to pay the full price of the breakfasts;
- N. Maintain, in the storage, preparation and service of food, proper sanitation and health standards in conformance with applicable state and local laws and regulations, and comply with the food safety requirements of 7 CFR 210.13 and 220.7(a)(2)-(3);
- O. Accept and use, in as large quantities as may be efficiently utilized in its nonprofit school food service, such foods as may be offered by USDA as donated foods in accordance with 7 CFR 250;
- P. Maintain necessary facilities for storing, preparing and serving food;
- Q. Upon request, make all accounts and records pertaining to the school food service available to MDE, to USDA, and the Office of Administration (OA) for audit or review, at a reasonable time and place. Such records shall be retained for a period of three years after the date of the final Claim for Reimbursement for the fiscal year to which they pertain, except that if audit findings have not been resolved, the records shall be retained beyond the three-year period as long as required for resolution of the issues raised by the audit;
- R. Maintain files of currently approved and denied Applications for Educational Benefits that document eligibility for free and reduced price school meals.
- S. Maintain direct certification documentation obtained from MDE or local agency, or other appropriate individual, as specified by USDA Food and Nutrition Service (FNS), indicating that:
 - 1) The child in the household is receiving benefits from SNAP or MFIP, as defined in 7 CFR 245.2; if one child is receiving such benefits, all children in the household are considered to be directly certified;
 - 2) The child is a homeless child, as defined in 7 CFR 245.2;
 - 3) The child is a runaway child, as defined in 7 CFR 245.2;
 - 4) The child is a migrant child, as defined in 7 CFR 245.2;
 - 5) The child is a Head start child, as defined in 7 CFR 245.2; or
 - 6) The child is a foster child, as defined in 7 CFR 245.2.
- T. Retain eligibility documentation submitted by families for a period of three years after the end of the fiscal year to which they pertain or as otherwise specified.
- U. No later than December 31 of each year, provide MDE with a list of all schools under its jurisdiction in which 50 percent or more of enrolled children have been determined eligible for free or reduced price meals as of the last operating day the preceding October. The State agency may designate a month other than October for the collection of this information, in which case the list must be provided to the State agency within 60 calendar days following the end of the month designated by the State agency. In addition, each school food authority shall provide, when available for the schools under its jurisdiction, and upon the request of a sponsoring organization of day care homes of the Child and Adult Care Food Program, information on the boundaries of the attendance areas for the schools identified as having 50 percent or more of enrolled children certified eligible for free or reduced price meals.
- V. Revenues received by the nonprofit school food service shall not be used to purchase land or buildings or to construct buildings.
- W. In accordance with Minnesota Statutes section 124D.111 (Lunch Aid; Food Service Accounting) and section 124D.114 (Lactose Reduced Milk), the Sponsor will meet state requirements for food and food service accounting and MDE will provide state school lunch and breakfast aid to the Sponsor.

- X. If the Sponsor is a school district, MDE will annually notify the Sponsor if any of its public school sites that provide school lunch are required to also offer a school breakfast program in accordance with Minnesota Statutes section 124D.117, based on the public school having had least 33 percent of school lunches served free or at reduced price in the second preceding year. The Sponsor may request an exemption for the school year if fewer than 25 students are expected to participate in a school breakfast program.

- ii. Afterschool Care Snacks

If applicable, the Sponsor will meet requirements for schools under its jurisdiction that participate in the Afterschool Snack component of the National School Lunch Program, including but not limited to:

- A. Serve meal supplements which meet the minimum requirements prescribed in 7 CFR 210.10;
- B. Price the meal supplement as a unit;
- C. Serve meal supplements free or at a reduced price to all children who are determined by the school food authority to be eligible for free or reduced price school meals under 7 CFR part 245;
- D. If charging for meals, the charge for a reduced price meal supplement shall not exceed 15 cents;
- E. Claim reimbursement at the assigned rates only for meal supplements served in accordance with the agreement;
- F. Claim reimbursement for no more than one meal supplement per child per day;
- G. Review each afterschool care program two times a year; the first review shall be made during the first four weeks that the school is in operation each school year, except that an afterschool care program operating year round shall be reviewed during the first four weeks of its initial year of operation, once more during its first year of operation, and twice each school year thereafter; and
- H. Comply with all requirements of this 7 CFR part 210, except that, claims for reimbursement need not be based on "point of service" meal supplement counts (as required by 7 CFR 210.9(b)(9)).

- b. Child and Adult Care Food Program (includes At-Risk Afterschool Meal program)

The Sponsor will meet program requirements for sites under its jurisdiction that participate in the Child and Adult Care Food Program (CACFP), including the At-Risk Afterschool Meal program. Requirements include but not limited to:

- i. This agreement does not eliminate the need for the Sponsor to comply with the CACFP reapplication and related provisions; nor does it limit MDE's ability to terminate the agreement.
- ii. The Sponsor accepts final financial and administrative responsibility for management of a proper, efficient, and effective food service, and will comply with all requirements under 7 CFR 226. The Sponsor must comply with all requirements of title VI of the Civil Rights Act of 1964, title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975 and the Department's regulations concerning nondiscrimination (7 CFR parts 15, 15a and 15b), including requirements for racial and ethnic participation data collection, public notification of the nondiscrimination policy, and reviews to assure compliance with such policy, to the end that no person may, on the grounds of race, color, national origin, sex, age, disability, or reprisal or retaliation for any prior civil rights activity, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under, the Program.
- iii. MDE, USDA, and other state or federal officials have the right to make announced or unannounced reviews of operations including, sponsor, site, and vended meals preparation sites during the

Sponsor's normal hours of child or adult care operations, and anyone making such reviews must show photo identification that demonstrates that they are employees of one of these entities. All program records must be available at Sponsoring Organization's office or site locations during these visits.

- iv. Sponsor will comply with the applicable CACFP provisions for an At-Risk Afterschool Care Center.

c. Summer Food Service Program

Sponsor will meet program requirements for sites under its jurisdiction that participate in the Summer Food Service Program, including but not limited to:

- i. Operate a nonprofit food service during the period specified, as follows and on the application: (i) From May through September for children on school vacation; (ii) At any time of the year, if the Sponsor administers the Program under a continuous school calendar system; or (iii) During the period from October through April, if the Sponsor serves an area affected by an unanticipated school closure due to a natural disaster, major building repairs, court orders relating to school safety or other issues, labor-management disputes, or, when approved by MDE, a similar cause.
- ii. For school food authorities, offer meals which meet the requirements and provisions set forth in 7 CFR 225.16 during times designated as meal service periods by the Sponsor, and offer the same meals to all children;
- iii. For all other Sponsors, serve meals which meet the requirements and provisions set forth in 7 CFR 225.16 during times designated as meal service periods by the Sponsor, and serve the same meals to all children;
- iv. Serve meals without cost to all children, except that camps may charge for meals served to children who are not served meals under the Program;
- v. Issue a free meal policy statement in accordance with 7 CFR 225.6(c);
- vi. Meet the training requirement for its administrative and site personnel, as required under 7 CFR 225.15(d)(1);
- vii. Claim reimbursement only for the type or types of meals specified in the application and served without charge to children at approved sites during the approved meal service period, except that camps shall claim reimbursement only for the type or types of meals specified in the application and served without charge to children who meet the Program's income standards. The site application shall specify the approved levels of meal service for the Sponsor's sites if such levels are required under 7 CFR 225.6(d)(2). No permanent changes may be made in the serving time of any meal unless the changes are approved by MDE;
- viii. Submit claims for reimbursement in accordance with procedures established by MDE, and those stated in 7 CFR 225.9;
- ix. In the storage, preparation and service of food, maintain proper sanitation and health standards in conformance with all applicable state and local laws and regulations;
- x. Accept and use, in quantities that may be efficiently utilized in the Program, such foods as may be offered as a donation by USDA;
- xi. Have access to facilities necessary for storing, preparing, and serving food;
- xii. Maintain a financial management system as prescribed by MDE;
- xiii. Maintain on file documentation of site visits and reviews in accordance with 7 CFR 225.15(d) (2) and (3);
- xiv. Upon request, make all accounts and records pertaining to the Program available to state, federal, or other authorized officials for audit or administrative review, at a reasonable time and place. The records shall be retained for a period of three years after the end of the fiscal year to which they

pertain, unless audit or investigative findings have not been resolved, in which case the records shall be retained until all issues raised by the audit or investigation have been resolved;

- xv. Maintain children on site while meals are consumed; and
- xvi. Retain final financial and administrative responsibility for its program.

d. Special Milk Program

The Sponsor will meet program requirements for schools and child care institutions under its jurisdiction that participate in the Special Milk Program, including but not limited to:

- i. Operate a nonprofit milk service. However, school food authorities may use facilities, equipment, and personnel supported with funds provided to a school food authority under 7 CFR 215 to support a nonprofit nutrition program for the elderly, including a program funded under the Older Americans Act of 1965 (42 U.S.C. 3001 *et seq.*).
- ii. If electing to provide free milk:
 - A. Serve milk free to all eligible children, at times that milk is made available to non-needy children under the Program; and
 - B. Make no discrimination against any needy child because of their inability to pay for the milk.
- iii. Comply with the requirements of the USDA regulations respecting nondiscrimination (7 CFR 15);
- iv. Claim reimbursement only for milk as defined in 7 CFR 215 and in accordance with the provisions of 7 CFR 215.8 and 215.10;
- v. Submit Claims for Reimbursement in accordance with 7 CFR 215.10 and procedures established by MDE;
- vi. Maintain a financial management system as prescribed by MDE.
- vii. Upon request, make all records pertaining to its milk program available to MDE and USDA or OA for audit and administrative review, at any reasonable time and place. Such records shall be retained for a period of three years after the end of the fiscal year to which they pertain, except that, if audit findings have not been resolved, the records shall be retained beyond the three-year period as long as required for the resolution of the issues raised by the audit;
- viii. Retain any individual applications for free milk submitted by families for a period of three years after the end of the fiscal year to which they pertain, except that, if audit findings have not been resolved, the records shall be retained beyond the three-year period as long as required for the resolution of the issues raised by the audit.

e. Minnesota Kindergarten Milk Program

The Sponsor will meet program requirements in accordance with Minnesota Statutes section 124D.118 for schools under its jurisdiction that serve milk to kindergarten students and claim reimbursement from MDE through the Minnesota Kindergarten Milk Program.

8. Civil Rights Assurances

The Sponsor hereby agrees that it will comply with:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*);
- b. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 *et seq.*);
- c. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- d. Age Discrimination Act of 1975 (42 U.S.C. 6101 *et seq.*);

- e. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- f. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- g. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- h. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- i. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
- j. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, the Program applicant agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Program applicant.

9. Requirements for the Minnesota Department of Education (MDE)

Subject to availability of funds from the U.S. Department of Agriculture, MDE agrees to provide federal funds for food service payments, and either USDA donated foods (commodities) or cash-in-lieu-of-commodities payments, and if applicable administrative payments. MDE will provide funds to Sponsoring Organization in

accordance with federal and state statutes and Program regulations cited in this agreement and instructions and guidance issued by MDE.

MDE will disallow any portion of a claim for reimbursement and recover any payment to Sponsoring Organization that is not properly payable.

MDE will provide technical assistance to facilitate effective Program operations, monitor progress toward achieving Program goals, and ensure compliance with civil rights requirements.

MDE reserves the right to impose program size limitations for a Sponsor based on program size, staffing patterns, program experience and organization.

10. Signatures

The representative of the Sponsor who signs this agreement attests that they are duly authorized and empowered to execute this agreement on behalf of the Sponsor and to legally bind the Sponsor to the terms and conditions of this agreement.

The representative certifies that the information submitted on this form is true and correct and that the sponsor is aware that deliberate misrepresentation or withholding of information may result in prosecution under applicable state and federal statutes.

This agreement is legally binding as long as the Sponsor and its successors, transferees and assignees receive assistance or retain possession of any federal or state assistance for covered programs.

This agreement has been electronically signed and submitted by the Sponsor and MDE, as shown below, in accordance with federal and state requirements for electronic transactions. [Find instructions on how to electronically sign PDF documents.](#)

a. Sponsor

Sponsor Name DULUTH ISD # 709
 Sponsor Representative Name CATHERINE ERICKSON
 Sponsor Representative Title CHIEF FINANCIAL OFFICER
 Sponsor Representative Signature Catherine Erickson Digitally signed by Catherine Erickson
 DN: cn=Catherine Erickson, o=Duluth Schools, ou=Duluth #ISD 709,
 email=catherine.erickson@isd709.org, c=US
 Date: 2022.01.26 12:34:50 -0500 Date _____

b. Minnesota Department of Education

MDE Representative Name Monica L. Herrera
 MDE Representative Title Director of Nutrition, Health and Youth Development
 MDE Representative Signature _____ Date _____



WeVideo Trial Agreement

1/6/2021

DATE

Purpose/Goal:

The purpose of the TRIAL is to evaluate the benefits and seamless incorporation of WeVideo as it relates to the Educational Agencies technology and student academic goals.

Name of Educational Organization:

District Name:	ISD 709 - Duluth Public Schools
School Name: (if applicable)	
State:	Minnesota
Total Dist/Sch enrollment:	8,109

Trial Start Date	Trial End Date
Jan. -18, 2021	

Trial Account Owner

Name:	Sally Weidt
Title:	Digital Innovation Coordinator
Email: Ph:	Sally.weidt@isd709.org 218-336-8700 ex 2291

Number of Participants:

Total # of Teachers:	10
Total # of Students:	Total Number of seats: 460*
List Participating Grade Levels:	4 th , 5 th , 6-8, 9-12

Cost:

Flat rate:	\$0.00
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Pilot conditions:

- EA license owner will be responsible for managing administering the TRIAL licenses to users/participants. Adding members can be accomplished through Google Sync or by using a CSV file.
- Encourage WeVideo use by providing support and resources to all users.
- Trial administrator should review all WeVideo for Education tutorials in preparation for the TRIAL.
- Usage Commitment: 80% of pilot licenses will be in use within 15 school days. If this activity level is not met, WeVideo has the right to cancel the TRIAL at any time.

Pilot terms:

- Pilot will be at no cost to the EA
- Formal quote will be issued within 30 days of TRIAL end date for consideration
- School/district will retain all finished projects at the end of the TRIAL.
- TRIAL administrator/leader/teachers will provide feedback to WeVideo at the end of the TRIAL.

Support:

- OnBoarding – set up and features
- Support Center - FAQ articles that cover setup and advanced features
- Resource Hub - to jumpstart the integration of WeVideo into your classrooms

Proposal Acceptance:

- ISD 709
 School Name
Catherine Erickson
 Signature
Catherine A. Erickson
 Full Name
01/29/22
 Date

WeVideo, Inc.
[Signature]
 Signature
Jaime Hernandez
 Full Name
1/29/22
 Date

Consent To Educational Data Collection

Before using Zoom with children, your organization must consent to Zoom’s educational data collection practices.

Why do we need your consent?

Your consent is required before Zoom may collect, use, or disclose personal information from children who receive educational services through your organization’s use of Zoom’s meetings, webinars, or messaging platform (“Zoom Products”). Zoom will not collect, use, or disclose personal information from such children if you do not consent.

What kinds of information do we collect?

If you consent, Zoom may collect and use the following personal information from these children, under the conditions set forth in the attached Children’s Educational Privacy Statement (<https://zoom.us/educationalprivacy>):

- **Profile and Participant Information:** Name, profile picture, contact information, and any other information you allow children to add to their profile or when registering for or joining meetings, recordings or webinars on your account.
- **Contacts and Calendar Information:** Contact lists you add or allow children to use on your account, as well as calendar information you add to your account.
- **Settings:** Preferences and settings children set when using your account, such as microphone, audio and video settings, and screen sharing settings.
- **Device Information:** Information about the computers, phones, and other devices children use when interacting with Zoom Products on your account, including device features (like microphone or camera versions and IDs), IP address (which may be used to infer general location at a city or country level) and WiFi information.
- **Meeting, Webinar, and Messaging Content:** If you choose to record meetings or webinars on your account to Zoom Cloud, Zoom will store these recordings, which may contain children’s voice, image(s), messages, Q&A, or other content shared by children during the meeting or webinar. Zoom employees do not access this meeting content unless you direct us to do so, or as required for legal, security, or safety reasons.
- **Product Usage:** Information about how children and their devices interact with Zoom Products, such as when they join and leave a meeting, whether they send messages and with whom they message, mouse movements, clicks, keystrokes, or actions (such as mute/unmute or video on/off), and other user inputs that help Zoom understand feature usage, improve product design, and suggest features.

Zoom will only use such personal information collected from children for educational purposes, including facilitating the use of Zoom Products, improving the provision of Zoom Products used by schools or educational organizations, ensuring the safety and integrity of the Zoom Products, and complying with legal processes. 197

How is this information shared with others?

Zoom does not disclose children's data to third parties, except for service providers who help us provide Zoom Products and technical infrastructure, where required for legal, security, or safety reasons, or to other Zoom affiliates (such as Zoom Voice Communications, Inc., which provides Zoom Phone).

Before using Zoom with children, your organization must consent to Zoom's educational data collection practices.

If you choose to share children's data with third parties when using Zoom Products -- such as when you invite other people to join meetings or webinars hosted on your account, or approve third-party apps for use in meetings or webinars hosted on your account -- you must authorize the sharing of children's data with these third parties and obtain parent or guardian consent to the data practices of such third parties.

By signing below, you are:

- i. Agreeing that your organization will use Zoom solely for educational purposes when using it with children under 13;
- ii. Consenting to the data collection practices described above and in Zoom's Children's Educational Privacy Statement (<https://zoom.us/educationalprivacy>);
- iii. Verifying that you are authorized to provide consent on behalf of your organization; and
- iv. Agreeing to obtain parent or guardian consent for any third-party apps that you choose to allow children to use in connection with Zoom Products.

Duluth Public Schools

7014997658

Organization

Zoom Account

DocuSigned by:
Catherine L. Erickson
C441FF107FF2415...

Jan 14, 2022

Signature

Date

CFO

Title

**Grant Applications
January 2022**

For your information, the Assistant Superintendent and/or the CFO, Executive Director of Business Services have approved the following grant applications during the above month:

Organization	Author/Contact	Project Title	Amount Requested	Terms
Project Joy	Tracy Litman, Ordean East	Project Joy	\$1,000.00	Funds will be used to provide food for hungry children

Policy Committee Meeting - Regular School Board Meeting

Duluth Public Schools, ISD 709

Agenda

Tuesday, February 15, 2022

Denfeld High School Media Center

401 N 44th Ave W

Duluth, MN 55807

6:30 PM

1. AGENDA ITEMS

2. POLICIES FOR FIRST READING - None

A. POLICIES FOR SECOND READING

1) 526 Hazing Prohibition

2

Attached is a proposed hazing prohibition policy for second reading.

a. Deletion of Policy 5083 Hazing Prohibition

7

Policy 5083 will be deleted as part of the adoption of the new policy 526 Hazing Prohibition.

3. REGULATIONS - Informational - None

4. OTHER

526 HAZING PROHIBITION

I. PURPOSE

The purpose of this policy is to maintain a safe learning environment for students and staff that is free from hazing. Hazing activities of any type are inconsistent with the educational goals of the school district and are prohibited at all times.

II. GENERAL STATEMENT OF POLICY

- A. No student, teacher, administrator, volunteer, contractor, or other employee of the school district shall plan, direct, encourage, aid, or engage in hazing.
- B. No teacher, administrator, volunteer, contractor, or other employee of the school district shall permit, condone, or tolerate hazing.
- C. Apparent permission or consent by a person being hazed does not lessen the prohibitions contained in this policy.
- D. Retaliation against a victim, good faith reporter, or a witness of hazing is prohibited.
- E. False accusations or reports of hazing against a student, teacher, administrator, volunteer, contractor, or other employee are prohibited.
- F. A person who engages in an act of hazing, reprisal, retaliation, or false reporting of hazing or permits, condones, or tolerates hazing shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures.

Consequences for students who commit, tolerate, or are a party to prohibited acts of hazing may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion.

Consequences for employees who permit, condone, or tolerate hazing or engage in an act of reprisal or intentional false reporting of hazing may result in disciplinary action up to and including termination or discharge.

Consequences for other individuals engaging in prohibited acts of hazing may include, but not be limited to, exclusion from school district property and events and/or termination of services and/or contracts.

- G. This policy applies to hazing that occurs during and after school hours, on or off school premises or property, at school functions or activities, or on school transportation.
- H. A person who engages in an act that violates school policy or law in order to be initiated into or affiliated with a student organization shall be subject to discipline for that act.

- I. The school district will act to investigate all complaints of hazing and will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who is found to have violated this policy.

III. DEFINITIONS

- A. "Hazing" means committing an act against a student, or coercing a student into committing an act, that creates a substantial risk of harm to a person, in order for the student to be initiated into or affiliated with a student organization, or for any other school-related purpose. The term hazing includes, but is not limited to:
 - 1. Any type of physical brutality such as whipping, beating, striking, branding, electronic shocking, or placing a harmful substance on the body.
 - 2. Any type of physical activity such as sleep deprivation, exposure to weather, confinement in a restricted area, calisthenics, or other activity that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student.
 - 3. Any activity involving the consumption of any alcoholic beverage, drug, tobacco product, or any other food, liquid, or substance that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student.
 - 4. Any activity that intimidates or threatens the student with ostracism, that subjects a student to extreme mental stress, embarrassment, shame, or humiliation, that adversely affects the mental health or dignity of the student or discourages the student from remaining in school.
 - 5. Any activity that causes or requires the student to perform a task that involves violation of state or federal law or of school district policies or regulations.
- B. "Immediately" means as soon as possible but in no event longer than 24 hours.
- C. "On school premises or school district property, or at school functions or activities, or on school transportation" means all school district buildings, school grounds, and school property or property immediately adjacent to school grounds, school bus stops, school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes, the area of entrance or departure from school grounds, premises, or events, and all school-related functions, school-sponsored activities, events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting hazing at these locations

and events, the school district does not represent that it will provide supervision or assume liability at these locations and events.

- D. "Remedial response" means a measure to stop and correct hazing, prevent hazing from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of hazing.
- E. "Student" means a student enrolled in a public school or a charter school.
- F. "Student organization" means a group, club, or organization having students as its primary members or participants. It includes grade levels, classes, teams, activities, or particular school events. A student organization does not have to be an official school organization to come within the terms of this definition.

IV. REPORTING PROCEDURES

- A. Any person who believes he or she has been the target or victim of hazing or any person with knowledge or belief of conduct which may constitute hazing shall report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report hazing anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.
- B. The school district encourages the reporting party to use the report form available from the principal or building supervisor of each building or available from the school district office, but oral reports shall be considered complaints as well.

The building principal, the principal's designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving reports of hazing at the building level. Any adult school district personnel who receives a report of hazing prohibited by this policy shall inform the building report taker immediately. Any person may report hazing directly to a school district human rights officer or to the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.

The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as a primary contact on policy and procedural matters.

- C. A teacher, administrator, volunteer, contractor, and other school employees shall be particularly alert to possible situations, circumstances, or events which might include hazing. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct which may constitute hazing shall make reasonable efforts to address and resolve the hazing and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute hazing or who fail to make reasonable efforts to address and resolve the hazing in a timely manner may be subject to disciplinary action.

- D. Submission of a good faith complaint or report of hazing will not affect the complainant or reporter's future employment, grades, work assignments, or educational or work environment.
- E. Reports of hazing are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law. The building report taker, in conjunction with the responsible authority, shall be responsible for keeping and regulating access to any report of hazing and the record of any resulting investigation.
- F. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's legal obligations to investigate, to take appropriate action, and to comply with any discovery or disclosure obligations.

V. SCHOOL DISTRICT ACTION

- A. Within three (3) days of the receipt of a complaint or report of hazing, the school district shall undertake or authorize an investigation by school district officials or a third party designated by the school district.
- B. The building report taker or other appropriate school district officials may take immediate steps, at their discretion, to protect the target or victim of the hazing, the complainant, the reporter, and students or others pending completion of an investigation of alleged hazing prohibited by this policy.
- C. The alleged perpetrator of the hazing shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- D. Upon completion of an investigation that determines hazing has occurred, the school district will take appropriate action. Such action may include, but is not limited to, warning, restorative practices, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited behavior. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; and applicable school district policies and regulations.
- E. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the parent(s) or guardian(s) of students who are targets or victims of hazing and the parent(s) or guardian(s) of alleged perpetrators of hazing who have been involved in a reported and confirmed hazing incident of the remedial or disciplinary action taken, to the extent permitted by law.

- F. In order to prevent or to respond to hazing committed by or directed against a child with a disability, the school district shall, where determined appropriate by the child's individualized education program (IEP) team or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in hazing.

VI. RETALIATION OR REPRISAL

The school district will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who commits an act of reprisal or who retaliates against any person who asserts, alleges, or makes a good faith report of alleged hazing, who provides information about hazing, who testifies, assists, or participates in an investigation of alleged hazing, or who testifies, assists, or participates in a proceeding or hearing relating to such hazing. Retaliation includes, but is not limited to, any form of intimidation, reprisal, harassment, or intentional disparate treatment. Disciplinary consequences will be sufficiently severe to deter violations and to appropriately discipline the individual(s) who engaged in the prohibited conduct. Remedial responses to the prohibited conduct shall be tailored to the particular incident and nature of the conduct.

VII. DISSEMINATION OF POLICY

- A. This policy shall appear in each school's student handbook and in each school's building and staff handbooks.
- B. The school district will develop a method of discussing this policy with students and employees.

Legal References: Minn. Stat. § 121A.031 (School Student Bullying Policy)
 Minn. Stat. § 121A.0311 (Notice of the Rights and Responsibilities of Students and Parents Under the Safe and Supportive Minnesota Schools Act)
 Minn. Stat. § 121A.40-121A.56 (Pupil Fair Dismissal Act)
 Minn. Stat. § 121A.69 (Hazing Policy)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
 MSBA/MASA Model Policy 413 (Harassment and Violence)
 MSBA/MASA Model Policy 506 (Student Discipline)
 MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)
 MSBA/MASA Model Policy 525 (Violence Prevention [Applicable to Students and Staff])

Replacing: Policies 5083, 5085
 First Reading: 01-06-2022
 Second Reading: 02-03-2022

5083 — HAZING PROHIBITION

I. PURPOSE

The purpose of this policy is to maintain a safe learning environment for students and staff that is free from hazing. Hazing activities of any type are inconsistent with the educational goals of the school district and are prohibited at all times.

II. GENERAL STATEMENT OF POLICY

- A. ~~No student, teacher, administrator, volunteer, contractor or other employee of the school district shall plan, direct, encourage, aid or engage in hazing.~~
- B. ~~No teacher, administrator, volunteer, contractor or other employee of the school district shall permit, condone or tolerate hazing.~~
- C. ~~Apparent permission or consent by a person being hazed does not lessen the prohibitions contained in this policy.~~
- D. ~~This policy applies to behavior that occurs on or off school property and during and after school hours.~~
- E. ~~A person who engages in an act that violates school policy or law in order to be initiated into or affiliated with a student organization shall be subject to discipline for that act.~~
- F. ~~The school district will act to investigate all complaints of hazing and will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor or other employee of the school district who is found to have violated this policy.~~

III. DEFINITIONS

- A. ~~"Hazing" means committing an act against a student, or coercing a student into committing an act, that creates a substantial risk of harm to a person, in order for the student to be initiated into or affiliated with a student organization, or for any other purpose. The term hazing includes, but is not limited to:~~
 - 1. ~~Any type of physical brutality such as whipping, beating, striking, branding, electronic shocking or placing a harmful substance on the body.~~
 - 2. ~~Any type of physical activity such as sleep deprivation, exposure to weather, confinement in a restricted area, calisthenics or other activity that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student.~~
 - 3. ~~Any activity involving the consumption of any alcoholic beverage, drug, tobacco product or any other food, liquid, or substance that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student.~~
 - 4. ~~Any activity that intimidates or threatens the student with ostracism, that subjects a student to extreme mental stress, embarrassment, shame or humiliation, that adversely affects the mental health or dignity of the student or discourages the student from remaining in school.~~
 - 5. ~~Any activity that causes or requires the student to perform a task that involves violation of state or federal law or of school district policies or regulations.~~
- B. ~~"Student organization" means a group, club or organization having students as its primary members or participants. It includes grade levels, classes, teams, activities or particular school events. A student organization does not have to be an official school organization to come within the terms of this definition.~~

IV. REPORTING PROCEDURES

~~A. Any person who believes he or she has been the victim of hazing or any person with knowledge or belief of conduct which may constitute hazing shall report the alleged acts immediately to an appropriate school district official designated by this policy.~~

~~B. The building principal is the person responsible for receiving reports of hazing at the building level. Any person may report hazing directly to a school district human rights officer or to the superintendent.~~

~~C. Teachers, administrators, volunteers, contractors and other employees of the school district shall be particularly alert to possible situations, circumstances or events which might include hazing. Any such person who receives a report of, observes, or has other knowledge or belief of conduct which may constitute hazing shall inform the building principal immediately.~~

~~D. Submission of a good faith complaint or report of hazing will not affect the complainant or reporter's future employment, grades or work assignments.~~

V. SCHOOL DISTRICT ACTION

~~A. Upon receipt of a complaint or report of hazing, the school district shall undertake or authorize an investigation by school district officials or a third party designated by the school district.~~

~~B. The school district may take immediate steps, at its discretion, to protect the complainant, reporter, students, or others pending completion of an investigation of hazing.~~

~~C. Upon completion of the investigation, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination or discharge. Disciplinary consequences will be sufficiently severe to deter violations and to appropriately discipline prohibited behavior. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements, applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act, school district policies and regulations.~~

VI. REPRISAL

~~The school district will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor or other employee of the school district who retaliates against any person who makes a good faith report of alleged hazing or against any person who testifies, assists, or participates in an investigation, or against any person who testifies, assists or participates in a proceeding or hearing relating to such hazing. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment.~~

VII. DISSEMINATION OF POLICY

~~This policy shall appear in each school's student handbook and in each school's Building and Staff handbooks.~~

~~Legal References: Minn. Stat. § 121A.69 (Hazing Policy)
Minn. Stat. § 121A.40 to 121A.56 (Pupil Fair Dismissal Act)~~

~~Adopted: 07-18-2000 ISD 709~~

Consent Agenda - Regular School Board Meeting

Duluth Public Schools, ISD 709

Agenda

Tuesday, February 15, 2022

Denfeld High School Media Center

401 N 44th Ave W

Duluth, MN 55807

6:30 PM

1. Consent Agenda

A. Approval of Minutes from Past School Board Meetings

- | | |
|--|---|
| 1) Regular School Board Meeting - January 18, 2022 | 3 |
| 2) Special School Board Meeting Re: Negotiations - January 27, 2022 | 8 |
| 3) Special School Board Meeting Re: Negotiations - February 11, 2022 | 9 |

B. Approval of Resolutions

- | | |
|--|----|
| 1) <u>Human Resources</u> | |
| a. HR-2-22-3870 - Approval of Collective Bargaining Agreement between Independent School District No. 709 Duluth, Minnesota and Non-Certified Business Division Administrators' Association. | 10 |

- | | |
|--|----|
| 2) <u>Finance</u> | |
| a. B-2-22-3871 - Acceptance of Donations | 25 |

3) Other

C. Approval of Action Items

- | | |
|---|----|
| 1) <u>Human Resources</u> | |
| a. <u>Staffing Report</u> | |
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| 4) <u>Other</u> | |
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D. Approval of Policy Readings

- 1) First Readings

2) Second Readings

a. 526 Hazing Prohibition

52

(1) Deletion of Policy 5083 Hazing Prohibition

57

Policy 5083 will be deleted as part of the adoption of the new policy 526 Hazing Prohibition.

3) Annual ReviewE. **Approval of Committee Reports**

By approving Committee Reports, the board acknowledges and approves all informational and action items represented in the Regular School Board Meeting Report of each committee.

1) Monthly Committee of the Whole - February 3, 20222) Policy Committee - February 3, 20223) Human Resources/Business Services Committee - February 8, 2022

Minutes of the Regular School Board Meeting

209

Of the School Board of Independent School District No. 709 held at: Denfeld High School Media Center, 401 North Forty-Fourth Avenue West, Duluth, Minnesota 55807, on

Tuesday, January 18, 2022

Members Present:

Kelly Durick Eder
David Kirby
Rosie Loeffler-Kemp
Jill Lofald
Alanna Oswald
Amber Sadowski
Paul Sandholm

Others Present:

John Magas, Superintendent
Cathy Erickson, CFO
Patty Paquette, Secretary

Student Representatives:

Ailee Naus (East)

Absent:

Sariyah Crawford (Denfeld)

➤ Chair Lofald called the Regular School Board meeting January 18, 2022 to order at 6:30 p.m.

Chair Lofald asked school board members if there was any discussion on the agenda.

M-Durick Eder, S-Sadowski, to add a contract for Communication Officer to consent agenda. Upon a vote, the same was approved – unanimously.

Upon a vote, the agenda was approved as amended – unanimously.

School and Community Recognition

January 2022

Anthony Bonds:

Thank you, Community Partners, for your support during extended winter break and beyond! Board Members, this month it's my pleasure to present several of our distinguished community partners for recognition.

A few of these partners have representatives here tonight, I'd like to invite the following people to join us at the table:

Melissa Fanning, Duluth Family YMCA

Kelsey Gantzer, Duluth Community School Collaborative

Janet Kennedy, Salaam Witherspoon, Desire Singer, Health Equity Northland

- Recently, our school district took steps to extend the winter break by two days to ensure student, staff and family COVID safety, as well as operational safety due to staffing constraints.

- To meet the needs of students and families, we worked with community partners to provide food and mental health support, as well as child care.
- Community partners also supported staff and student booster clinics prior to break and COVID testing for staff and students prior to the return.
- People are the power that drives public education. From our employees and volunteers to our community partners, we in Duluth are so fortunate to have incredible people supporting our schools.
- Through community partnerships, Duluth students and families receive a wealth of resources, opportunities and services.
- We recognize these organizations for their support throughout the year, and especially for their service to students and families during the extended winter break:

Duluth Area Family YMCA
Duluth Community School Collaborative
Health Equity Northland
American Indian Community Housing Organization
Asbury United Methodist Church
Boys and Girls Clubs of the Northland & Lincoln Park Branch
Center City Housing
CHUM
City of Duluth
Damiano Center
Duluth Youth Agency Coalition
Education Equity Alliance
Essentia Health
Fruit of the Vine Food Shelf
Head of the Lakes United Way
Life House
Lutheran Church of the Good Shepherd
Neighborhood Youth Services
Northland Childrens' Mental Health Collaborative
Northwood Children's Services
PAVSA
Resourceful
Safe Haven
St. Louis County Public Health
Steve O'Neil Apartments
Valley Youth Center

- We are proud to lift up and honor the incredible work of our community partners. Thank you for your leadership and support of Duluth students, staff and families.

Public Comments
January 2022

Courtney Carlson & Arielle Logan, address not provided, shared individual experiences at Denfeld.

Allan Netland, address not provided, spoke to the School Board regarding teacher negotiations.

Jim Jubenville, address not provided, spoke to the School Board regarding teacher negotiations.

Tanya Jackson, address not provided, spoke to the School Board regarding teacher negotiations.

Cindy Jamar, address not provided, spoke to the School Board regarding teacher negotiations.

Emily Bloomquist, address not provided, spoke to the School Board regarding teacher negotiations.

Catherine Nachbar, address not provided, spoke to the School Board regarding teacher negotiations.

Alison Hoffbauer, address not provided, spoke to the School Board regarding COVID leave.

Kristin Warmamen, address not provided, spoke to the School Board regarding COVID leave and teacher contract.

Ethan Fisher, address not provided, spoke to the School Board regarding teacher negotiations

Cassie Letourneau, address not provided, spoke to the School Board regarding Special Ed.

Paraprofessionals shortages and teacher negotiations.

Cheryl Kurosky, address not provided, spoke to the School Board regarding teacher negotiations.

Rich Updegrove, address not provided, spoke to the School Board regarding teacher negotiations.

Communications, Petitions, Etc.

January 2022

Chair Lofald stated that were no communications received.

Superintendent's Report

January 2022

Student Representative Sariyah Crawford's (Denfeld) report was presented by Chair Lofald.

Student Representative Ailee Naus (East) presented her report.

Superintendent Magas report included the following:

- Negotiations Update Presentation by John Edison
- Safe Learning Plan Updates Included:
 - Current COVID rates
 - Rationale for In-Person Learning
 - Determining Capacity for Safe In-Person Learning

Discussion was had regarding where to hold School Board Meetings and the Committee of the Whole Monthly meetings.

Monthly Committee of the Whole Report

January 2022

Anthony Bonds, Assistant Superintendent, presented the Committee of the Whole report which was available electronically to each school board member.

Discussion was had.

Human Resources/Finance Committee Report

January 2022

Member Durick Eder presented the Human Resources/Finance Committee report which was available electronically to each school board member.

Discussion was had.

Policy Committee Report

January 2022

Member Loeffler-Kemp presented the Policy Committee report which was available electronically to each school board member.

Discussion was had.

Consent Agenda

January 2022

M-Durick Eder, S-Loeffler-Kemp, to approve the Consent Agenda as amended. Upon a vote on the consent agenda as amended, the same was approved – unanimously.

Special Resolutions/Other Action Items

January 2022

None

Other
December 2022

M-Oswald, S-Sadowski, to adjourn the meeting. Upon a vote, the same was approved – unanimously.

Chair Lofald adjourned the Regular School Board Meeting of January 18, 2022 at 9:43 p.m.

Minutes of the Special School Board Meeting

Of the School Board of Independent School District No. 709 held at: UnitedHealth Group Building, 4316 Rice Lake Road, Suite 108, Duluth, MN 55811, on

Tuesday, January 27, 2022

Members Present:

Kelly Durick Eder
Rosie Loeffler-Kemp
Jill Lofald
Alanna Oswald
Amber Sadowski

Others Present:

John Magas, Superintendent
Cathy Erickson, CFO
Patty Paquette, Secretary

Members Absent:

David Kirby

Chair Lofald called the Special School Board meeting of January 27, 2022 to order at 4:08 p.m.

Chair Lofald read the following statement:

The next item on the agenda is a closed session to consider strategy for labor negotiations. The Open Meeting Law, Minnesota Statute section 13D.03, subdivision 1, states that the School Board may close a meeting for the purpose of considering strategy for labor negotiations upon a majority vote. Accordingly, pursuant to the law I have cited, the Board will recess to a closed session.

Recess to Closed Session at 4:11 p.m.

Reconvene to Open Session at 6:14 p.m.

M- Sandholm, S-Oswald, to adjourn the meeting. Upon a vote, the same was approved – unanimously.

Chair Lofald adjourned the Special School Board Meeting of January 27, 2022 at 6:15 p.m.

Minutes of the Special School Board Meeting

Of the School Board of Independent School District No. 709 held at: UnitedHealth Group Building, 4316 Rice Lake Road, Suite 108, Duluth, MN 55811, on

Tuesday, February 11, 2022

Members Present:

Kelly Durick Eder
David Kirby

Rosie Loeffler-Kemp
Jill Lofald
Alanna Oswald
Amber Sadowski

Others Present:

John Magas, Superintendent
Cathy Erickson, CFO
Patty Paquette, Secretary

Chair Lofald called the Special School Board meeting of February 11, 2022 to order at 3:34 p.m.

Chair Lofald read the following statement:

The next item on the agenda is a closed session to consider strategy for labor negotiations. The Open Meeting Law, Minnesota Statute section 13D.03, subdivision 1, states that the School Board may close a meeting for the purpose of considering strategy for labor negotiations upon a majority vote. Accordingly, pursuant to the law I have cited, the Board will recess to a closed session.

Recess to Closed Session at 3:37 p.m.

Reconvene to Open Session at 5:06 p.m.

M- Sandholm, S-Durick Eder, to adjourn the meeting. Upon a vote, the same was approved – unanimously.

Chair Lofald adjourned the Special School Board Meeting of February 11, 2022 at 5:06 p.m.

RESOLUTION

Non-Certified Business Division Administrators' Association

RESOLVED, By the School Board of Independent School District 709, St. Louis County, Minnesota, that the Collective Bargaining Agreements between Independent School District 709 and the Non-Certified Business Division Administrators' Association, a summary of which is in the hands of all School Board members, be approved and adopted for the period of July 1, 2020 to June 30, 2021 inclusive, and that the Chairperson and Clerk of the School Board be hereby authorized to execute said Agreement on behalf of the School District.

COLLECTIVE BARGAINING AGREEMENT

Between

**Independent School District No. 709
Duluth, Minnesota**

And

Non-Certified Business Division Administrators' Association

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COLLECTIVE BARGAINING AGREEMENT

Between

**Independent School District No. 709
Duluth, Minnesota**

And

Non-Certified Business Division Administrators' Association

THIS AGREEMENT, entered into this 15th day of February, by and between the Non-Certified Business Division Administrators' Association, hereinafter referred to as the "**Association**", and Independent School District No. 709, St. Louis County, Minnesota, a public corporation, hereinafter referred to as "**School District**", and relating to terms and conditions of employment, including the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of employees. Now, therefore, in consideration of the mutual promises and agreements between the parties contained herein, the parties agree as follows:

ARTICLE 1

Recognition

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

ARTICLE 2

School District And Association Rights

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

2.2 – Job Advertisement/New Or Changed Positions - When a vacancy occurs in a position in the District, which falls within the appropriate bargaining unit, notice of such vacancy will be emailed to the President of the Association. The position will be posted for a period seven (7) calendar days.

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

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

Level 1: An employee who believes that his/her assigned job responsibilities have significantly increased to warrant a higher classification shall make a written request to the Human Resources designee. The designee shall review the request pursuant to the District’s job evaluation methodology and make a written decision within forty-five (45) working days with copies being sent to the exclusive bargaining unit president and the employee making the request and their supervisor.

Level 2: If the employee or unit does not agree with the Level 1 decision, a three (3) member committee will be formed with one member chosen by Superintendent of Schools, one member by the exclusive representative and the third member chosen by agreement. The committee shall convene and render a decision by twenty (20) working days following the agreement of the third party. The decision of the committee will be final and binding subject to Superintendent approval. However, should the Superintendent deny the decision, he/she may do so only on the basis of removing those duties found to qualify the position for reclassification.

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

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

2.5 – Association Dues And “Fair Share” Fee - Upon receipt from the Association of its membership list, the School District shall deduct from each employee in the bargaining unit who is a member of the Association, the monthly Association assessment of such employee and shall remit the same to the appropriate Association representative or its assignee as may be properly designated. In addition, the School District shall check off from the earnings of any employee within the bargaining unit who is not a member of the Association the “fair share” fee required by Minnesota Statutes, Section 179A.03, Subd. 9, upon appropriate action being taken by the Association pursuant to said statutory provisions, and such sum not to exceed the total assessment of the Association to its members.

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

ARTICLE 3

Salary Regulations

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

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

<u>Period</u>	<u>Vacation Entitlement</u>
First Year	11 Days
After One Year	16 Days
After Four Years	20 Days
After Six Years	21 Days
After Seven Years	22 Days

After Eight Years	23 Days
After Nine Years	24 Days
After Ten Years	25 Days
After Fifteen Years	27 Days
After Twenty-Five Years	30 Days

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

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

3.2.2 - Employees working in positions calling for a fifty-two (52) week work year, may, with prior approval from the Superintendent or his/her designee, carry over one (1) week of vacation to be used the following year. Requests to carry over vacation in this regard must be made in writing prior to December 15 of the calendar year immediately preceding the calendar year in which the vacation time will be used.

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

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

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

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

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

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

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

3.5 – Layoff Policy - Effective July 1, 2000, in the event of declining enrollments or administrative reorganization it is necessary to discontinue certain positions, employees shall be laid off in the inverse order in which they were employed by the School District in a supervisory position within the Unit. Period of service shall not be interrupted while an employee is on an approved leave of absence.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 4

Leaves of Absence

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

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

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

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

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

This leave shall be deducted from sick leave.

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

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

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

4.6 – Leave Of Absence Without Pay - At the discretion of the School Board, an employee may be granted, upon written request, a leave of absence without pay from the unit for up to one (1) year for purposes other

than those enumerated, provided the employee, upon returning to the unit within the one (1) year period, does not displace any employee nor assumes a position in which he/she has no previous successful experience performing in the District or is not otherwise qualified to perform in the sole discretion of the departmental supervisor.

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

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

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

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

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

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

ARTICLE 5

Insurance

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

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

5.3 – Life Insurance - Group term life insurance in the face amount of fifty thousand and no/100ths dollars (\$50,000) will be provided for each employee of the unit at no cost to the employee. Optional supplemental

group life and AD&D benefits in the amount of \$100,000 can be purchased in \$10,000 increments and dependent life insurance will be made available at the employee's cost.

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

ARTICLE 6

Travel

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

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

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

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

ARTICLE 7

Grievance Procedure And Arbitration

7.1 - Definitions

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

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

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

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

7.3 – Procedures - Step I. The aggrieved employee shall present his or her grievance in writing to the Human Resources Manager or his/her designee within twenty (20) days of the time the aggrieved employee knew or should have known of the act, event, or default of the School District, the School Board, its employees, agents, or contractors, which is alleged to be a violation, misapplication, or misinterpretation of

the terms of this Agreement. The written grievance shall state the nature and date of the violation to the best of the employee's knowledge, the Article or Sections of this Agreement alleged to have been violated, misapplied, or misinterpreted and the relief or action sought by the aggrieved employee. The Human Resources Manager or his/her designee shall set a hearing date within ten (10) days of the filing of the grievance with the Human Resources Manager or his/her designee and notify the aggrieved employee, his/her designated representative, and the Association. A decision in writing by the Human Resources Manager or his/her designee shall be rendered within ten (10) days of the hearing and communicated to the aggrieved employee and the Association.

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

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

7.5 – Miscellaneous Provisions

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

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

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

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

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

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

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

ARTICLE 8

Health Care Savings Plan

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

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

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

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

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

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

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

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

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

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

ARTICLE 9**No Strike Clause**

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

ARTICLE 10

Term of Agreement

This Agreement shall be effective July 1, 2020, except as otherwise provided herein, and the term of this Agreement shall be from July 1, 2020 to June 30, 2021 inclusive, except as otherwise provided herein, and thereafter until a new Collective Bargaining Agreement is negotiated and executed between the parties or bargaining rights are terminated by law for this bargaining unit.

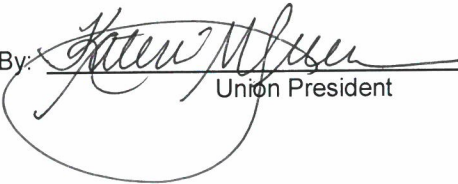
Except by mutual agreement of the two (2) parties not more than one-hundred twenty (120) days and not less than ninety (90) days prior to June 30, 2020, both parties shall present their proposals for changes in the Agreement and commence negotiations for a new Agreement.


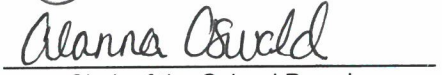
This Agreement shall be effective upon acceptance by the employees covered under this Agreement and adoption by the School Board of Independent School District No. 709, St. Louis County, Minnesota.

Dated at Duluth, Minnesota this 15th day of February, 2022.

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

INDEPENDENT SCHOOL DISTRICT
NO 709

By:  _____
Union President

By:  _____
Chairperson of the School Board
By:  _____
Clerk of the School Board

ADDENDUM

Letter of Intent

May 5, 2004

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

**APPENDIX A
NON-CERTIFIED BUSINESS ADMINISTRATORS' ASSOCIATION
WEEKLY SALARY SCHEDULE 2020-2021**

CLASS	YEARS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	
I	2018-2019	717	733	750	766	782	806	
	2019-2020	732	748	764	781	797	822	
	2020-2021	747	763	779	797	813	838	
	<i>Help Desk Technician</i>						52 Weeks	
II	2018-2019	853	872	891	910	929	958	
	2019-2020	870	889	909	928	948	977	
	2020-2021	887	907	927	947	967	997	
	<i>Buyer</i>						52 Weeks	
III	2018-2019	911	932	952	973	993	1024	
	2019-2020	929	950	971	992	1013	1044	
	2020-2021	948	969	990	1012	1033	1065	
	<i>Accountant I</i>						52 Weeks	
	<i>Early Childhood Business Manager</i>						52 weeks	
	<i>Field Support Technician</i>						52 Weeks	
	<i>Field Support Technician</i>						42 Weeks	
<i>Food Service Site Supervisor</i>						52 Weeks		
<i>Innovation Specialist</i>						48 Weeks		
IV	2018-2019	985	1007	1030	1052	1074	1107	
	2019-2020	1005	1027	1050	1073	1095	1129	
	2020-2021	1025	1048	1071	1094	1117	1152	
V	2018-2019	990	1012	1034	1056	1079	1112	
	2019-2020	1009	1032	1055	1077	1100	1134	
	2020-2021	1029	1053	1076	1099	1122	1157	
<i>Senior Buyer</i>						52 Weeks		
VI	2018-2019	1017	1040	1063	1086	1109	1143	
	2019-2020	1038	1061	1084	1108	1131	1166	
	2020-2021	1059	1082	1106	1130	1154	1189	
	<i>Business Services Liaison</i>						52 weeks	
<i>Coordinator of Health, Safety & Environmental Management</i>						52 Weeks		
VII	2018-2019	1033	1057	1080	1103	1126	1161	
	2019-2020	1054	1077	1101	1125	1148	1184	
	2020-2021	1075	1099	1123	1148	1171	1208	
	<i>Accountant II</i>						52 Weeks	
	<i>Assistant Supervisor Maintenance & Construction</i>						52 Weeks	
	<i>Assistant Supervisor Transportation</i>						52 Weeks	
	<i>Building Systems Technology Coordinator</i>						52 weeks	
	<i>Food Service Area Field Supervisor</i>						52 Weeks	
	<i>Grants Coordinator</i>						52 Weeks	
	<i>Special Services Business Manager</i>						52 weeks	
<i>System Specialist/Desktop I</i>						52 Weeks		
<i>Technology Supervisor</i>						52 Weeks		
VIII	2018-2019	1193	1219	1246	1273	1300	1340	
	2019-2020	1217	1244	1271	1299	1326	1367	
	2020-2021	1241	1269	1296	1325	1353	1394	
	<i>Business Process Systems Analyst</i>						52 Weeks	
	<i>Network Engineer I</i>						52 Weeks	
	<i>Supervisor Building Operations</i>						52 Weeks	
	<i>Supervisor Purchasing</i>						52 Weeks	
<i>System Specialist/Desktop II</i>						52 Weeks		
<i>System Specialist/Network I</i>						52 Weeks		
<i>System Specialist/Security</i>						52 Weeks		
IX	2018-2019	1273	1301	1330	1359	1387	1430	
	2019-2020	1299	1328	1357	1386	1415	1459	
	2020-2021	1325	1355	1384	1414	1443	1488	
	<i>Network Engineer II</i>						52 Weeks	
	<i>Supervisor Maintenance & Construction</i>						52 Weeks	
<i>Supervisor Transportation</i>						52 Weeks		
<i>Systems Specialist/Network</i>						52 Weeks		

Persons with more than twenty (20) years of continuous full time service with the School District on or before December 1 shall receive an additional \$1000 per year and such longevity payment shall be in addition to the amount set forth in the above salary schedule for such persons except that such payment shall remain constant and not be compounded in future salary adjustments. Step 1 through Step 5 respectively of the salary grid shall be 89-91-93-95 and 97% of Step 6.

FEB 15 2022

APPROVED BY
SCHOOL BOARD

RESOLUTION

Acceptance of Donations to Duluth Public Schools

WHEREAS, Minnesota Statute 465.03 requires a school district to accept donations by resolution expressed in the terms prescribed by the donor in full; and,

WHEREAS, acceptance of the donations in accordance with the donor's terms is in the best interest of the Duluth Public Schools:

NOW, THEREFORE, BE IT RESOLVED that the Duluth Public Schools does accept the below-described donations from said organizations in accordance with the terms set forth herein.

BE IT FURTHER RESOLVED that the Duluth Public Schools wishes to extend its grateful appreciation to these various individuals and organizations.

SCHOOL	DONOR	AMOUNT	RESTRICTION	COMMENTS
Denfeld	Allete Clean Energy, Inc.	\$750.00	Drama Dept.	
Denfeld	Irving Community Assn.	\$10,000.00	Choir youth trip	
District-Wide	Caroline Marks	\$100.00	None	Give to the Max Day
Headstart	Janet Killough	\$50.00	None	
Lester Park	Jessica Eaton	In Kind	None	100 child masks
Lowell	Anthony & Laura Hoffarth	In Kind	Staff for parent pick up (outside)	Hand warmers
Myers-Wilkins	Affinity Plus Credit Union	\$2,000.00	Low Incidence Classroom Activities and Materials	Affinity Plus Credit Union Foundation - Cultivator Award
Families in Transition	Faster Solutions, Inc c/o Kara Knowles	\$500.00	None	
Rockridge	Tom & Julie Seidelmann	\$20.00	None	Give to the Max Day
Stowe	Donors Choose	In Kind	Mrs. Beetcher's Kindergarten class	20 pillow folding rest mats
Stowe	Asbury United Methodist Church	In Kind	None	Knitted hats, mittens, scarves
Stowe	Donors Choose	In Kind	Classroom use	Hokki Stool Flexible Ergonomic Seating 15 x 4 qty

HUMAN RESOURCES ACTION ITEMS FOR: 2/15/2022**CERT APPOINTMENT****POSITION****EFFECTIVE DATES**

ARDREN, RACHAEL J	TEMP ASSIGNABLE TEACHER/DW, (BA)III 3, NEW TEMP POS	1/04/2022	6/10/2022
CEDERSTROM, CHLOE G	TEMP ASSIGNABLE TEACHER/DW, (BA)III 1, NEW TEMP POS	1/04/2022	6/10/2022
GRAVES, JESSICA E	TEMP ASSIGNABLE TEACHER/DW, (BA)III 1, NEW TEMP POS	1/05/2022	6/10/2022
HOPPE, ASHLEY M	SPEC ED/ROCKRIDGE, (MA)IV 4, NEW POS	1/31/2022	
HOWES, NASHAY A	OJIBWE IMMERSION KINDERGARTEN/LOWELL, (BA)III 7, NEW TEMP POS	1/06/2022	6/10/2022
JORGENSEN, MARTHA K	SPEC ED ASD/SMI/PIEDMONT, (BA)III 1, NEW POS	1/18/2022	
OSBORNE, WIL J	TEMP ASSIGNABLE TEACHER/DW, (BA)III 1, NEW TEMP POS	1/04/2022	6/10/2022
WOLK, JENNIFER K	NON-PUBLIC GUID COUNSELOR/LAKEVIEW CHRISTIAN/ST JAMES/ST JOHNS, (MA)IV 3	1/31/2022	
ZELLNER, TREVIER A	TEMP ASSIGNABLE TEACHER/DW, (BA)III 1, TEMP POS	1/04/2022	6/10/2022
Total: 9			

CERT LEAVE**POSITION****EFFECTIVE DATES**

COSTLEY, MORGAN M	GUIDANCE COUNSELOR/EAST	1/05/2022	3/25/2022
JENSEN, NICOLE A	SOCIAL STUDIES/LINCOLN PARK	2/28/2022	4/06/2022
SUNDELL, VICTORIA L	MENTAL HEALTH COORDINATOR/PRESCHOOL HEADSTART	2/25/2022	2/25/2025
WELHOUSE, CASSIDY R	SPEC ED RESOURCE/LAURA MACARTHUR	12/06/2021	12/21/2021
Total: 4			

CERT LONG TERM SUB**POSITION****EFFECTIVE DATES**

BERINI, SANDRA K	GUIDANCE COUNSELOR/EAST, (MA)IV+45 9, M COSTLEY, END DATE TBD	2/01/2022	
ENGLUND, MAGGIE J	SPEC ED/MERRITT CREEK, (BA)III 2, D JOHNSON, END DATE TBD	1/18/2022	
KERKHOFF, LOGAN J	.8 ART/LOWELL, .2 ART/MERRITT CREEK, (BA)III 1, E ISENBERG	1/06/2022	6/10/2022
RUDOLPH, MACOY R	SOCIAL STUDIES/LINCOLN PARK, (BA)III 1, N JENSEN, END DATE TBD	1/04/2022	
Total: 4			

CERT RESIGNATION**POSITION****EFFECTIVE DATES**

OLSON, KRISTI J	ELEM MUSIC SPECIALIST/LOWELL	12/21/2021	
RUDOLPH LAVALIER, CAITLIN M	GRADE 4/ LOWELL	1/21/2022	
Total: 2			

CERT RETIREMENT**POSITION****EFFECTIVE DATES**

BROMAN, NANCY E	ELEMENTARY INTERVENTIONIST/MYERS-WILKINS, REVISED DATE	2/18/2022	
BUSSE, JULIE M	SPEC ED DCD/DW	6/10/2022	
JOHNSON, DEBRA A	SPEC ED/MERRITT CREEK	1/21/2022	
Total: 3			

CERT TEMP INCREASE**POSITION****EFFECTIVE DATES**

LAWREY, DIANA L	OJIBWE LANGUAGE COORD/DW, 1/6 OVERLOAD	8/31/2021	1/21/2022
Total: 1			

NON CERT APPOINTMENT**POSITION****EFFECTIVE DATES**

EAST, MATTHEW A	MENTAL HEALTH PRACTITIONER PARA/DENFELD, 40/38WKS, \$22.31/HR, NEW POS	1/24/2022	
HANTZ, DOROTHEA E	OSSS/LAURA MACARTHUR, 40/45WKS, \$20.25/HR, E LAWREY	1/24/2022	
HARRIS, JES WA E	MENTAL HEALTH PRACTITIONER PARA/DENFELD, 40/38WKS, \$22.31/HR, NEW POS	1/17/2022	
HERRALA, ADAM M	FIELD TECH/UHG/TECHNOLOGY, 40/52WKS, \$950/WK, NEW POS	1/18/2022	
HOVDESTAD, WENDY J	SCHOOL BUS HELPER/TRANSPORTATION, 25/38WKS, \$14.28/HR, L TJADEN	1/04/2022	
MACDONALD, JULIE A	SPEC ED BW PARA/DENFELD, 32.5/38WKS, \$16.40/HR, H BAKER	1/18/2022	
RUDOLPH LAVALIER, LOGAN D	TECH TUTOR PARA/DENFELD, 23.5/38WKS, \$17.48/HR	1/06/2022	
SAGER, ANNE M	SPEC ED BW PARA/LESTER PARK, 31.25/38WKS, \$16.40/HR, NEW POS	1/18/2022	
SCHUBITZKE, LILY A	MENTAL HEALTH PRACTITIONER PARA/EAST, 40/38WKS, \$22.31/HR, NEW POS	1/24/2022	
SPECHT, NATHAN T	SPEC ED BW PARA/ORDEAN EAST, 32.5/38WKS, \$16.40/HR, NEW POS	1/04/2022	6/10/2022
STEVENS, MARISA K	SPEC ED BW PARA/PIEDMONT, 31.25/38WKS, \$16.40/HR, C HINTSALA	1/04/2022	6/10/2022
STEVERMER, NICKOLAS G	NETWORK ENGINEER II/UHG/TECHNOLOGY, 40/52WKS, \$1,459/WK, NEW POS	1/18/2022	
WATKINS, MEGAN M	INTEGRATION SPECIALIST/MYERS-WILKINS, 40/41WKS, \$46,362/YR	1/24/2022	
WELLENS, ADELLE I	COMMUNICATIONS OFFICER/UHG, 40/52WKS, \$1,421/WK, K KAUFMANN	1/24/2022	
Total: 14			

NON CERT DEMOTION**POSITION****EFFECTIVE DATES**

BJORSEN, LEO C	PRE-SCHOOL PARA/HOMECROFT, PRE-SCHOOL PARA/DW, .975 TO .475, VOLUNTARY	1/04/2022	6/10/2022
Total: 1			

NON CERT LEAVE**POSITION****EFFECTIVE DATES**

JUSCZAK, TAWNYA L	SUPV PARA/EAST	1/04/2022	2/04/2022
PACK, THERESA V	SPEC ED PARA/LINCOLN PARK - INTERMITTENT	1/17/2022	6/09/2022
ROCK, NICHOLE M	SPEC ED PARA/HOMECROFT	1/04/2022	1/10/2022
SIEMSEN, MARY B	SPEC ED PARA/PIEDMONT	3/03/2022	3/25/2022
WALKER, AMY B	FOOD SERVICE HELPER/LOWELL/DENFELD	4/12/2022	4/15/2022
Total: 5			

NON CERT PERM INCREASE**POSITION/LOCATION/LEAVE TYPE****EFFECTIVE DATES**

LAWREY, ELYSE Y	OSSS/FINANCE, 40/45WKS, TO 40/52WKS, P PAQUETTE	1/31/2022	
NORDWALL, COLEEN M	OSSS/TECHNOLOGY, 40/45WKS, TO 40/52WKS, M CARROLL	1/04/2022	
Total: 2			

NON CERT PROMOTION**POSITION****EFFECTIVE DATES**

SEMENOVA, NATALIA A	BUS HELPER/TRANSPORTATION, SCHOOL CUSTODIAN/CONGDON PARK, \$14.28/HR, J ARNOLD	1/04/2022	
WILSON, KATHLEEN M	OSSS/ALC, OSS/EAST, \$18.96/HR, C SEEMAN	1/04/2022	
Total: 2			

NON CERT RESIGNATION

BUSHBAUM, DELANIE M
DOMINI, SARAH A
GURALSKI, KARI L
HYNES, CHERYL L
MCNELLY, TERESA L
MICHELIZZI, AMY L
MYERS, STORM J
PAISLEY, MELISSA D
PHELPS, JACQUELIN A
WAHLGREN, DENISE M
Total: 10

POSITION

SPEC ED PARA/CHESTER CREEK
HEALTH ASST LPN PARA/DENFELD
FOOD SERVICE HELPER/LESTER PARK
OSSS/LOWELL
SPEC ED PARA/HOMECROFT
SPEC ED PARA/DENFELD
ASL INTERPRETER/MYERS-WILKINS
FOOD SERVICE HELPER/CONGDON PARK
SPEC ED ECSE PARA/LESTER PARK
EXEC ASSISTANT/FEDERAL PROGRAMS/LAKEWOOD

EFFECTIVE DATES

2/04/2022
1/14/2022
1/10/2022
11/21/2021
1/09/2022
1/28/2022
12/22/2021
1/04/2022
1/10/2022
1/03/2022

NON CERT RETIREMENT

ROESLER, JAY T
WARNER, DAWN R
Total: 2

POSITION

DIRECTOR OF COMMUNITY ED/UHG
OSSI/ORDEAN EAST

EFFECTIVE DATES

4/01/2022
6/17/2022

NON CERT TEMP INCREASE

BECHTOLD, BRENDA S
FERN, JERE-LYN
MCKOWSKI, DEBRA A
PETERSON, NANCY J
SWARD, VICKI M
Total: 5

POSITION

FOOD SERVICE HELPER/ORDEAN EAST, .4375 TO .46875
FOOD SERVICE HELPER/CONGDON, .5625 TO .75
FOOD SERVICE HELPER/ORDEAN EAST, .9375 TO 1.0
FOOD SERVICE HELPER/ORDEAN EAST, .4375 TO .46875
FOOD SERVICE HELPER/ORDEAN EAST, .4375 TO .46875

EFFECTIVE DATES

12/12/2021 6/10/2022
1/10/2022 6/10/2022
12/12/2021 6/10/2022
12/12/2021 6/10/2022
12/12/2021 6/10/2022

ISD 709 Calendar 2022-23 School Year

JULY							AUGUST							SEPTEMBER							OCTOBER							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
					1	2		1	2	3	4	5	6					Teacher Work Day 1		2	3							1
3	Indep. Day HOLIDAY 4	5	6	7	8	9	7	8	9	10	11	12	13	4	Labor Day HOLIDAY 5	Gr. 1-12 First Day 6	7	Grade K First Day 8	9	10	2	3	4	5	6	7	8	
10	11	12	13	14	15	16	14	15	16	17	18	19	20	11	12	13	14	15	16	17	9	10	11	12	13	14	15	
17	18	19	20	21	22	23	21	22	23	24	25	26	27	18	19	20	21	22	23	24	16	17	18	19	MEA WEEKEND 20	21	22	
24									Staff Develop. 30	Teacher WD/SD 31											23	24						
31	25	26	27	28	29	30	28	29						25	26	27	28	29	30	30	31	25	26	27	28	29		

NOVEMBER						DECEMBER						JANUARY						FEBRUARY												
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S			
			1	2	3	HM 4	5						1	2	3	1	New Years HOLIDAY 2	3	4	5	6	7					1	2	3	4
6	Staff Develop. 7	8	9	10	11	12	4	5	6	7	8	9	10	8		9	10	11	12	13	14	5	6	7	8	9	10	11		
13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	M.L.K. Win. Rec. 16	17	18	19	EHM 20	21	12	13	14	15	16	17	18			
20	21	22	23	Thanksgiving HOLIDAY/Recess 24	25	26	18	19	20	21	22	Winter Recess 23	24	22	Semester Break 23	24	25	26	27	28	19	Pres. Day HOLIDAY 20	Confer. Makeup 21	Confer. Makeup 22	Winter Recess 23	Winter Recess 24	25			
27	28	29	30				25	Winter Recess 26	Winter Recess 27	Winter Recess 28	Winter Recess 29	Winter Recess 30	31	29	30	31					26	27	28							

MARCH						APRIL						MAY						JUNE									
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4						1		1	2	3	4	5	6						1	2	3
5	6	7	8	9	10	11	2	3	4	5	6	7	8	7	8	9	10	11	12	13	4	5	6	7	Students Last Day EHM 8	Teacher Work Day 9	10
12	13	14	15	16	17	18	9	Confer. Makeup 10	Confer. Makeup 11	Spring Recess 12	Spring Recess 13	Spring Recess 14	15	14	15	16	17	18	19	20	11	12	13	14	15	16	17
19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27	18	19	20	21	22	23	24
26	27	28	29	30	HM 31		23						28	Mem. Day HOLIDAY 29	30	31				25	26	27	28	29	30		

KEY DATES

- First day for Grade 1-12 students - September 6, 2022
- First day for Kindergarten students - September 8, 2022
- Schools will schedule open houses and conferences

- No school for students:
- Last day for students - June 8, 2023

GRADING TERMS

Elementary Schools:

- Term 1: September 6 to January 20
- Term 2: January 24 to June 8

High Schools and Middle Schools:

- Term 1: September 6 to November 4
- Term 2: November 8 to January 20
- Term 3: January 24 to March 31
- Term 4: April 3 to June 8



**HR/Finance Committee Monthly Fund Balance Report
July 1 2021 - June 30 2022**

8-Feb-22

2/1/2022

REVENUES	21-22				21-22		21-22		21-22	
	CURRENT YEAR R ADOPTED BUDGET		REVISED BUDGET		RECEIVED TO YEAR TO DATE		RECEIPTS ENCUMBERED		BUDGET BALANCE	
	FUND	July - June 2022	July -June 2022	July -June 2022	July -June 2022	July -June 2022	July -June 2022	July -June 2022	July - June 2022	July - June 2022
General	1	\$ 101,087,520.51	\$	101,590,505.11	\$	43,105,968.25			\$	58,484,536.86
Food Service	2	\$ 3,945,850.00	\$	3,945,850.00	\$	2,263,455.58			\$	1,682,394.42
Transportation	3	\$ 6,504,716.31	\$	6,504,716.31	\$	1,740,962.14			\$	4,763,754.17
Community Ed	4	\$ 7,830,758.86	\$	8,194,302.61	\$	4,033,171.30			\$	4,161,131.31
Operating Captial	5	\$ 7,387,117.02	\$	7,387,117.02	\$	589,759.03	\$ -		\$	6,797,357.99
Building Construction	6		\$	31,497,610.17	\$	31,497,610.17			\$	-
Debt Service Fund	7	\$ 22,660,833.56	\$	22,660,833.56	\$	2,288,148.21			\$	20,372,685.35
Trust Fund	8	\$ 251,075.00	\$	251,075.00					\$	251,075.00
Dental Insurance Fund	20	\$ 817,000.00	\$	817,000.00	\$	456,364.78			\$	360,635.22
Student Acitivity Co-Curric	71		\$	-	\$	-			\$	-
Student Acitivity	79		\$	96,931.99	\$	96,931.99			\$	-
	98	\$ -	\$	-	\$	-			\$	-
	99	\$ -	\$	-	\$	-			\$	-
REVENUE	TOTALS:	\$ 150,484,871.26	\$	182,945,941.77	\$	86,072,371.45	\$ -	\$ -	\$ -	\$ 96,873,570.32

EXPENSES	21-22				21-22		21-22		21-22	
	CURRENT YEAR R ADOPTED BUDGET		REVISED BUDGET		EXPENSES TO YEAR TO DATE		EXPENSES ENCUMBERED		BUDGET BALANCE	
	FUND	July -June	July -June	July - June	July - June	July -June	July -June	July -June	July -June	July -June
General	1	\$ 100,806,716.16	\$	101,662,401.76	\$	48,649,884.08	\$ 2,705,582.17		\$	50,306,935.51
Food Service	2	\$ 4,243,339.99	\$	4,243,339.99	\$	1,816,041.67	\$ 859,724.64		\$	1,567,573.68
Transportation	3	\$ 6,110,465.19	\$	6,110,465.19	\$	3,250,569.21	\$ 279,194.34		\$	2,580,701.64
Community Ed	4	\$ 8,233,997.45	\$	8,597,541.20	\$	3,526,783.13	\$ 25,278.61		\$	5,045,479.46
Operating Captial	5	\$ 8,055,997.62	\$	8,055,997.62	\$	4,145,008.47	\$ 479,996.76		\$	3,430,992.39
	6	\$ -	\$	2,080,798.61	\$	1,806,423.35	\$ 274,375.26		\$	-
Debt Service Fund	7	\$ 23,166,651.00	\$	23,166,651.00	\$	22,859,450.31			\$	307,200.69
Trust Fund	8	\$ 250,000.00	\$	250,000.00					\$	250,000.00
Dental Insurance Fund	20	\$ 817,000.00	\$	817,000.00	\$	384,773.37			\$	432,226.63
Student Acitivity Co-Curric	71		\$						\$	-
Student Acitivity	79		\$	23,104.45	\$	23,104.45			\$	-
	98		\$						\$	-
	99		\$						\$	-
EXPENSE	TOTALS	\$ 151,684,167.41	\$	155,007,299.82	\$	86,462,038.04	\$ -	\$ 4,624,151.78	\$ -	\$ 63,921,110.00

Esser 11	Expenses	Fund 06	Expenses	Fund 01 Student Activity		
Fin 155	\$ 3,315,376.74	debt serv payment/prof serv course 000/000	\$ 933,153.92	Prog 291-298	Revenue	\$ 764,131.56
		admin owner pymnt course 800	\$ 110,332.69	Prog 291-298	Expenses	\$ 799,399.87
		admin design serv course 801	\$ 639,409.65			
		admin constru mngmt course 802	\$ 280,432.00			
		admin commissions course 803	\$ (19,240.66)			
		interior surf constr costs course 804	\$ 136,711.01			
			\$ 2,080,798.61			

Account	Account Description	Debit	Credit	Post Date	Created By	Batch
01 E 005 291 000 369 000	COCUR NOATH DW ENTRY FEE/STDNT	6,200.00	01/11/2022	Simone Zunich	SHZ011122	0.00
01 E 215 298 000 369 440	SA XCUR DHS DEBATE - ENTRY FEES/TRAVEL	0.00	01/11/2022	Simone Zunich	SHZ011122	2,200.00
01 E 215 298 000 369 464	SA XCUR DHS SPEECH - ENTRY FEES/TRAVEL	0.00	01/11/2022	Simone Zunich	SHZ011122	2,000.00
01 E 220 298 000 369 464	SA XCUR EAST SPEECH - ENTRY FEES/TRAVEL	0.00	01/11/2022	Simone Zunich	SHZ011122	2,000.00
04 E 005 520 166 120 000	ARP ABE STRENGTHEN PRG'G - ADMIN/SUPERV SAL	11,200.00	01/21/2022	Christopher Peterson	012122CP	0.00
04 E 005 520 166 210 000	ARP ABE STRENGTHEN PRG'G - FICA/MEDICARE	856.00	01/21/2022	Christopher Peterson	012122CP	0.00
04 E 005 520 166 214 000	ARP ABE STRENGTHEN PRG'G - PERA	856.00	01/21/2022	Christopher Peterson	012122CP	0.00
04 E 005 520 166 218 000	ARP ABE STRENGTHEN PRG'G - TRA	1,000.00	01/21/2022	Christopher Peterson	012122CP	0.00
04 E 005 520 166 220 000	ARP ABE STRENGTHEN PRG'G - HEALTH INSURANCE	2,800.00	01/21/2022	Christopher Peterson	012122CP	0.00
04 E 005 520 166 230 000	ARP ABE STRENGTHEN PRG'G - LIFE INSURANCE	20.00	01/21/2022	Christopher Peterson	012122CP	0.00
04 E 005 520 166 235 000	ARP ABE STRENGTHEN PRG'G - DENTAL INSURANCE	45.00	01/21/2022	Christopher Peterson	012122CP	0.00
04 E 005 520 166 240 000	ARP ABE STRENGTHEN PRG'G - LTD INS	45.00	01/21/2022	Christopher Peterson	012122CP	0.00
04 E 005 520 166 251 000	ARP ABE STRENGTHEN PRG'G - HRA	500.00	01/21/2022	Christopher Peterson	012122CP	0.00
04 E 005 520 166 270 000	ARP ABE STRENGTHEN PRG'G - WORKERS COMP	60.00	01/21/2022	Christopher Peterson	012122CP	0.00
04 E 005 520 166 280 000	ARP ABE STRENGTHEN PRG'G - UNEMPLOYMENT COMP	18.00	01/21/2022	Christopher Peterson	012122CP	0.00
04 E 005 520 166 303 000	ARP ABE STRENGTHEN PRG'G - FED CONTRACTS <\$25K	24,200.00	01/21/2022	Christopher Peterson	012122CP	0.00
04 E 005 520 166 366 000	ARP ABE STRENGTHEN PRG'G - TRAVEL/CONFERENCE	0.00	01/21/2022	Christopher Peterson	012122CP	5,000.00
04 E 005 520 166 389 000	ARP ABE STRENGTHEN PRG'G - STAFF TUITION-OTR REIM	0.00	01/21/2022	Christopher Peterson	012122CP	9,500.00
04 E 005 520 166 401 000	ARP ABE STRENGTHEN PRG'G - GENERAL SUPPLIES	24,267.75	01/21/2022	Christopher Peterson	012122CP	0.00
04 E 005 520 166 430 000	ARP ABE STRENGTHEN PRG'G - CLASSROOM SUPPLIES	0.00	01/21/2022	Christopher Peterson	012122CP	2,000.00
04 E 005 520 166 460 000	ARP ABE STRENGTHEN PRG'G - TEXTBKS-WORKBKS-EBOOKS	0.00	01/21/2022	Christopher Peterson	012122CP	3,500.00
04 E 005 520 166 466 000	ARP ABE STRENGTHEN PRG'G - INSTR TECH DEVICES	0.00	01/21/2022	Christopher Peterson	012122CP	21,500.00
04 E 005 520 166 505 000	ARP ABE STRENGTHEN PRG'G - CAP NON-INSTR SOFTWARE	0.00	01/21/2022	Christopher Peterson	012122CP	4,000.00
04 E 005 520 166 506 000	ARP ABE STRENGTHEN PRG'G - CAP INSTRUCT SOFTWARE	0.00	01/21/2022	Christopher Peterson	012122CP	2,500.00
04 E 005 520 166 530 000	ARP ABE STRENGTHEN PRG'G - OTHER EQUIPMENT PURCHA	0.00	01/21/2022	Christopher Peterson	012122CP	2,494.75
04 E 005 520 166 556 000	ARP ABE STRENGTHEN PRG'G - INSTRUCT TECH EQUIP	0.00	01/21/2022	Christopher Peterson	012122CP	17,491.00
04 E 005 520 166 895 000	ARP ABE STRENGTHEN PRG'G - INDIRECT COSTS	2,118.00	01/21/2022	Christopher Peterson	012122CP	0.00
01 E 005 400 372 555 000	SPSV GEN MA DW TECHNOLOGY EQUIP	5,000.00	01/24/2022	Angela Sepp	MA Clean up	0.00
01 E 005 420 372 433 000	SPSV AGG MA DW INDIV INSTR SUPP	0.00	01/24/2022	Angela Sepp	MA Clean up	5,000.00

FY22 REVENUE BUDGET ADJUSTMENT RECOMMENDATION

Due to projected pupil units from the June 2021 budget adoption higher than currently projected, the following budget amendment for the FY22 General Education Aid is being proposed:

Changing total General Fund Revenue from \$68,638,138 projected June 2021 to \$67,764,630 as of February 2022 based on revised Adjusted ADM going from 8,180 to 8,005.

The Finance team will continue to monitor and review revenues and bring further adjustments if needed.

Revenue reduction equals: \$873,508

**Fundraisers Reported
January 2022**

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

School	Organization Fundraising	Estimated Profit	Description of Fundraiser
Lester Park	School-wide	\$40	Box Tops for Education



State of Minnesota

Joint Powers Agreement

SWIFT Contract Number: 205996

This Agreement is between the State of Minnesota, acting through its Commissioner of Department of Education (“State” or “MDE”) and Duluth Public School District #709 (“Governmental Unit”).

Recitals

Under Minnesota Statutes § 471.59, subd. 10, the State is empowered to engage such assistance as deemed necessary. The State is in need of comprehensive mental health services to be implemented within the Duluth Public School district area for the Project AWARE federal grant project. The information gathered from this project will help MDE to learn what is most effective for mental health support strategies for other districts with similar student demographics in Minnesota.

Agreement

1. Term of Agreement

- 1.1 Effective Date: Upon execution, the final date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2.
- 1.2 Expiration Date: September 29, 2026, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Agreement between the Parties

2.1 Increase capacity of Duluth Public School District to implement comprehensive school mental health systems by completing the below tasks:

- a. By March 2022, train-the-trainer cadres will be developed for Youth Mental Health First Aid (YMHFA) and by November 2024 for Sources of Strength (SOS).
- b. By March of 2022, two key district staff from this school district will be trained on Cognitive Behavior Interventions for Trauma in Schools (CBITS) and Bounce Back (BB).
- c. By September 2022, all school staff in this school district will receive training on trauma informed schools and adverse childhood experiences (ACES).
- d. By September 2023, student supports teams in this school district will be trained on CBITS and BB.
- e. By September 2024, all school staff in this school district will receive training in the school mental health referrals pathways protocol.
- f. By August 2026, this school district will have established infrastructure and practices in place for Medicaid billing for mental health services to improve policy, practices, and sustainability for Comprehensive School Mental Health (CSMH) Systems across the Duluth district.

2.2 Increase access to quality, sustainable, culturally responsive and developmentally appropriate school-based mental health services and supports by completing the below tasks:

- a. By the end of February 2022, this school district will participate in the School Health Assessment Performance and Evaluation (SHAPE) system.
 - i. By the end of February 2022 this school district will complete the School Mental Health Quality Assessment, and will repeat twice annually, during October/November and then again in March/April, for the duration of the Agreement.
 - ii. This school district will complete three monthly Plan-Do-Study-Act (PDSA) cycles by May 2022, and will continue at a regular monthly intervals from September to May for the duration of the Agreement.
- b. By August 2023, this school district will work with MDE Project AWARE staff and district stakeholders to create and define the Interconnected Systems Framework (ISF) for their district.
- c. By October 2023, CBITS and BB will be utilized as tier 2 or tier 3 interventions for students who have been exposed to trauma.

2.3 Increase outreach and engagement with school-aged youth and their families to promote mental health awareness across their district by completing the below tasks:

- a. By March 2022, this school district will have a Project AWARE Advisory Group in place. This advisory group should be comprised of district and school staff, students, and family members.
- b. By May 2023, this school district will host two community-wide mental health awareness events.
- c. By August 2023, this school district will have the capacity to conduct inclusive family engagement on CSMH.
- d. By October 2025, MN Project AWARE staff from this school district will train a student group on the YMHFA and SOS peer-to-peer programs.

2.4 This school district will provide quarterly updates on evaluation activities including quarterly reporting of data, or as specifically requested by MDE staff, on Project AWARE activities. Each calendar year the quarter timeline will be: Quarter One is from October 1 to December 31 with reports due no later than January 15; Quarter Two is from January 1 to March 31 with reports due no later than April 15; Quarter Three is from April 1 to June 30 with reports due no later than July 15; and Quarter Four is from July 1 to September 30 with reports due no later than Oct 15. Data reports will include:

- a. Substance Abuse and Mental Health Services Administration (SAMHSA) IPP (Infrastructure Development, Prevention, and Mental Health Promotion) indicators. These specific data points to include:
 - Workforce Development Training (number of individuals in the mental health or related workforce trained through the federal grant, and types of individual trained i.e. their role within the school)
 - Training (number of individuals outside of the mental health or related workforce trained through the federal grant, and types of individual trained i.e. their role within the school)
 - Partnership/Collaboration (number of MOU's/MOA's with outside entities entered into through the federal grant)
 - Policy Development (number of policy changes completed as a result of the federal grant)
 - Referral (number of students referred for mental health and/or related services)
 - Access (the number and percentage of students receiving mental health or related services after referral)
 - Knowledge/Attitudes/Beliefs (number and percentage of individuals who have demonstrated improvement in knowledge, attitudes, or beliefs related to prevention and/or mental health promotion)

- b. SAMHSA National Outcomes Measures (NOMs) indicators
- c. Government Performance Results Act (GPRA) interviews with students directly served by Project AWARE, to be conducted at intake, every 6 months during service duration, and at discharge.
- d. Narrative description of successes achieved and difficulties encountered
- e. Pre and post-training surveys
- f. SHAPE results

3. Payment

The State will pay for performance by the Governmental Unit under this Agreement as follows:

- 3.1 Compensation. The Governmental Unit will be paid following acceptance of the deliverables described in this Agreement in accordance with the budget in Exhibit A that is attached and incorporated into this Agreement.
- 3.2 The total obligation of the State under this Agreement will not exceed \$1,860,000.00
- 3.3 Invoices. The State will promptly pay the Governmental Unit after the Governmental Unit presents an itemized invoice for the goods received or services actually performed, and the State's Authorized Representative accepts the invoiced goods or services. Invoices must be submitted timely and according to the following schedule:

Quarterly invoices should be submitted following the same reporting timeline as listed under clause 2.4.

The invoices should be submitted directly to the [MDE Accounts Payable Department](mailto:MDE.AccountsPayable@state.mn.us) (MDE.AccountsPayable@state.mn.us) for processing. The preferred method of obtaining an invoice from a Governmental Unit is by email. The subject line of the email with the invoice attached should contain the MDE's Authorized Representative's name and Agreement number.

The invoice should include the following information:

- MDE's Authorized Representative's name;
- The SWIFT Agreement number;
- Dates of service; and
- A description of services performed.

Should an invoice need to be submitted via U.S. Mail, please use the following address:

Minnesota Department of Education
Attn: Accounts Payable Department
1500 Highway 36 West
Roseville, MN 55113-4266

4. Authorized Representatives

The State's Authorized Representative is Brienne LaHaye, Project AWARE Coordinator, 1500 Highway 36 West, Roseville, MN 55113, 651-582-8407, Brienne.LaHaye@state.mn.us, or her successor.

The Governmental Unit's Authorized Representative is Callie Devriendt, Mental Health Coordinator, 215 North 1st Avenue East, Duluth, MN 55802, 218-336-8880, callie.devriendt@isd709.org, or her successor.

5. Assignment, Amendments, Waiver, and Contract Complete.

5.1 Assignment. The Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.

5.2 Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.

5.3 Waiver. If the State fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

5.4 Contract Complete. This Agreement contains all negotiations and agreements between the State and the Contractor. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6. Liability.

6.1 Each party will be responsible for its own acts and behaviors and the results thereof.

7. State Audits.

Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Agreement.

8. Government Data Practices.

The Governmental Unit and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Governmental Unit or the State.

If the Governmental Unit receives a request to release the data referred to in this clause, the Governmental Unit must immediately notify and consult with the State's Authorized Representative as to how the Governmental Unit should respond to the request. The Governmental Unit's response to the request shall comply with applicable law.

9. Venue

Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

10. Termination

10.1 Termination. The State or the Governmental Unit may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

10.2 **Termination for Insufficient Funding.** The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Governmental Unit. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Governmental Unit will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Governmental Unit notice of the lack of funding within a reasonable time of the State's receiving that notice.

11. E-Verify Certification (in accordance with Minn. Stat. § 16C.075).

For services valued in excess of \$50,000, the Governmental Unit certifies that as of the date of services performed on behalf of the State, Governmental Unit and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of the State. The Governmental Unit is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EVerifySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

12. Vaccination/Testing Requirements

12.1 **Applicability.** This section applies to Contractor's employees or subcontractors who are performing contracted work in the following types of project settings: indoors with regular in-person contact with State agency employees or members of the public; and outdoors with substantial and/or regular in-person, non-socially distanced contact with State agency employees or members of the public ("Covered Individuals").

12.2 **Requirements.** In accordance with [HR/LR Policy #1446](#) Covered Individuals must be fully vaccinated against COVID-19 as defined in the policy or submit to testing at least once a week.

12.3 **Compliance.** Contractor is responsible for the following:

12.3.1 Tracking and maintaining proof of vaccination status for vaccinated Covered Individuals;

12.3.2 Ensuring Covered Individuals who are not vaccinated are tested on a weekly basis;

12.3.3 Monitoring test results and ensuring that Covered Individuals with positive test results do not access the State workplace to perform contractual services until the Covered Individual has been medically cleared; and

12.3.4 Ensuring its Covered Individuals do not access the location where the contracted work is occurring if the Covered Individual is not in compliance with the requirements stated in item 12.2 Requirements, above.

12.4 **Reporting.** Upon request, Contractor shall provide the State with documentation demonstrating compliance with these requirements. Contractor shall maintain documentation for a minimum of thirty (30) days past the end date of the contract.

13. Accessibility Standards

The Governmental Unit agrees to comply with the State of Minnesota Accessibility Standards effective September 1, 2010, which entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 which can be viewed on the [Minnesota IT Services website](https://mn.gov/mnit/about-mnit/accessibility/) (https://mn.gov/mnit/about-mnit/accessibility/). The Standards apply to web sites, software applications, electronic reports and output documentation, training delivered in electronic formats (including, but not limited to, documents, videos, and webinars), among others. As upgrades are made to the software/products/subscriptions available through this Agreement, the Governmental Unit agrees to develop functionality which supports accessibility. If any issues arise due to nonconformance with the above mentioned accessibility Standards, the Governmental Unit agrees to provide alternative solutions upon request at no additional charge to the State.

- a. Contact the [Communications Office](mailto:mde.communications@state.mn.us) (mde.communications@state.mn.us) for specific guidance on creating content that meets our accessibility requirements.
- b. For questions regarding the accessibility of software, websites or applications, contact [Kim Wee](mailto:kim.wee@state.mn.us) (kim.wee@state.mn.us).

14. Publications or Other Content Intended for Dissemination

The following criteria are to be used for all publications or other content created for MDE intended for dissemination:

- a. Use only print-quality department logo. Request a copy from the MDE [Communications Office](mailto:mde.communications@state.mn.us) (mde.communications@state.mn.us).
- b. Copy must follow latest edition of the Associated Press (AP) Stylebook.
- c. Video content must be open or closed captioned.
- d. Copy must be free of typographical and grammatical errors.
- e. Fonts used can vary in promotional pieces; however, the sizes used should be comparable to Calibri 11 pt. or Times New Roman 12 pt.
- f. Manuals and other long documents (10+ pages, as a reference point only) should be provided in PDF format with bookmarks (preferred) or include a linked Table of Contents.
- g. If the end product is not an editable source document (originally created format), the source document must also be provided to the department along with the final format for all non-multimedia content. For instance, if a PDF document is the final product, the Governmental Unit must also provide the Word or PowerPoint file.
- h. Presentations must be narrated, part of a recorded presentation, or include notes pages, not be standalone slideshows. Notes, as Annotations, should not be included when the presentation is converted to PDF.
- i. Please direct questions regarding printed material to the Authorized Representative for this Agreement.

15. Plain Language

The Governmental Unit must provide all deliverables in "Plain Language." Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can

understand the first time they read or hear it. To achieve that, Contractor will take the following steps in the deliverables:

- a. Use language commonly understood by the public;
- b. Write in short and complete sentences;
- c. Present information in a format that is easy to find and easy to understand; and,
- d. Clearly state directions and deadlines to the audience.

16. Force Majeure

Neither party shall be responsible to the other or considered in default of its obligations hereunder to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot, disruption of government, pandemics, or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party defaulting under this provision must provide the other party prompt written notice of the default and take all necessary steps to bring about performance as soon as practicable.

Signature page to follow

1. State Encumbrance Verification

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05

Print Name: Jennifer Fleckner

Signature: DocuSigned by:
Jennifer Fleckner
B824FC9320BF84B1...

Title: SPA Principal Date: 1/7/2022

SWIFT Contract No. 205996

2. Governmental Unit

Print Name: Catherine A. Erickson

Signature: DocuSigned by:
Catherine A. Erickson
3530DB8A52D84F1...

Title: CFO Date: 1/12/2022

School Board Chair Date

3. Minnesota Department of Education (MDE)

With delegated authority

Print Name: Andre Prah1

Signature: DocuSigned by:
Andre Prah1
8737A85DF6A14AA...

Title: Agency Finance Director Date: 1/13/2022

4. Commissioner of Administration

As delegated to The Office of State Procurement

Print Name: _____

Signature: _____

Title: _____ Date: _____

Admin ID: _____

Signature page to Joint Powers Agreement #205996



Exhibit A - Project AWARE Joint Powers Agreement Budget Narrative: Duluth Public School District #709

Project AWARE Joint Powers Agreement Budget Narrative: Duluth Public School District

	Amount for Year 1	Yearly Amount for Years 2 through 4	Amount for Year 5	Total Amount
110-299: Salary and benefits <ul style="list-style-type: none"> 1.0 FTE Project AWARE Coordinator 1.0 SEL Interventionist Misc. salary payments (sub pay for teachers to attend trainings, additional support staffing hours over summer, etc.) 	\$ 233,500	\$258,000	\$265,840	\$1,273,340
366-389: Professional development <ul style="list-style-type: none"> National School Mental Health Conference State School Mental Health Conference Other conference/training attendance 	\$20,000	\$1,500	\$1,000	\$25,500
303-304: Contracts <ul style="list-style-type: none"> Training contracts for evidence-based trainings named in the grant (CBITS/Bounce Back, Youth Mental Health First Aid, PREPaRE, Sources of Strength, etc.) Funding to supplement DHS School Linked Mental Health Provider MOU's. Additional School Linked Mental Health Provider contracts. 	\$16,000	\$75,500	\$58,160	\$300,660
430: Supplies <ul style="list-style-type: none"> Social-Emotional Learning Curriculum and supplies PBIS supplies Software for billing of school-based services Youth Mental Health First Aid training participant materials Student supplies for Tier 2 mental health interventions Incentives for student and family participation in evaluation activities, as allowable by federal funding guidelines. 	\$75,500	\$10,000	\$5,000	\$110,500
895: Indirect	\$30,000	\$30,000	\$30,000	\$ 150,000

TOTALS	Total Amount for Year 1 = \$375,000	Total Amount for Years 2 through 4 = \$1,125,000	Year 5 Amount = \$360,000	Grand Total = \$1,860,000
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PRINT SHOP ORDER FOR CALLIGRAPHY

ORDERED BY: Kayla Carroll - Asst Supt Office

DATE: January 17, 2022

DATE NEEDED: ASAP

CALLIGRAPHY ON DIPLOMAS AS FOLLOWS:

<u>Student Name</u>	<u>Date of Graduation</u>	<u>School</u>	<u>Return to</u>
Samantha Earls	1/13/2022	DPS	ABE
Pachia Moua	12/01/2021	DPS	ALC
Aiyanna Jaylee Lussier	2/04/2022	DPS	Rockridge

MEMORANDUM

TO: Curriculum Dept.

FROM: Angie Frank, Adult Diploma Program

SUBJECT: High School Diploma

DATE: 1/13/2022

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:

Samantha Earls

1/13/2022

Dec 2, 2021

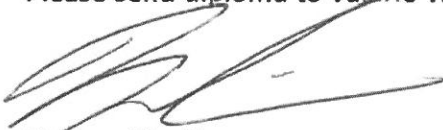
Anthony Bonds, Assistant Superintendent
Independent School District 709
4316 Rice Lake Rd, Suite 108
Duluth MN 55811

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>
Pachia Moua	Duluth Public Schools	12/01/2021

Please send diploma to Valarie Wagenbach at the Area Learning Center, Suite 140.



Nathan Glockle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

ROCKRIDGE ACADEMY

4849 Ivanhoe Street
Phone: (218) 336-8955 ~ Fax: (218) 336-8959

January 11th, 2022

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>
Aiyanna Jaylee Lussier	Rockridge Academy	February 4th, 2022

Thank you

Jacob Hintsala
Principal

PRINT SHOP ORDER FOR CALLIGRAPHY

ORDERED BY: Kayla Carroll - Asst Supt Office

DATE: January 20, 2022

DATE NEEDED: ASAP

CALLIGRAPHY ON DIPLOMAS AS FOLLOWS:

<u>Student Name</u>	<u>Date of Graduation</u>	<u>School</u>	<u>Return to</u>
Cullen John Almquist	1/21/2022	DPS	ALC
Hannah Jade Peaslee	1/21/2022	DPS	ALC

Jan 19, 2022

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>
Cullen John Almquist	Duluth Public Schools	1/21/2022

Please send diploma to Valarie Wagenbach at the Area Learning Center, Suite 140.

Nathan Glockle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

Jan 19, 2022

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>
Hannah Jade Peaslee	Duluth Public Schools	1/21/2022

Please send diploma to Valarie Wagenbach at the Area Learning Center, Suite 140.

Nathan Glockle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

PRINT SHOP ORDER FOR CALLIGRAPHY

ORDERED BY: Kayla Carroll - Asst Supt Office

DATE: January 24, 2022

DATE NEEDED: ASAP

CALLIGRAPHY ON DIPLOMAS AS FOLLOWS:

<u>Student Name</u>	<u>Date of Graduation</u>	<u>School</u>	<u>Return to</u>
Dylan Anthony Atol	1/21/2022	DPS	ALC

Jan 19, 2022

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>
Dylan Anthony Atol	Duluth Public Schools	1/21/2022

Please send diploma to Valarie Wagenbach at the Area Learning Center, Suite 140.

Nathan Glockle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center



526 HAZING PROHIBITION

I. PURPOSE

The purpose of this policy is to maintain a safe learning environment for students and staff that is free from hazing. Hazing activities of any type are inconsistent with the educational goals of the school district and are prohibited at all times.

II. GENERAL STATEMENT OF POLICY

- A. No student, teacher, administrator, volunteer, contractor, or other employee of the school district shall plan, direct, encourage, aid, or engage in hazing.
- B. No teacher, administrator, volunteer, contractor, or other employee of the school district shall permit, condone, or tolerate hazing.
- C. Apparent permission or consent by a person being hazed does not lessen the prohibitions contained in this policy.
- D. Retaliation against a victim, good faith reporter, or a witness of hazing is prohibited.
- E. False accusations or reports of hazing against a student, teacher, administrator, volunteer, contractor, or other employee are prohibited.
- F. A person who engages in an act of hazing, reprisal, retaliation, or false reporting of hazing or permits, condones, or tolerates hazing shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures.

Consequences for students who commit, tolerate, or are a party to prohibited acts of hazing may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion.

Consequences for employees who permit, condone, or tolerate hazing or engage in an act of reprisal or intentional false reporting of hazing may result in disciplinary action up to and including termination or discharge.

Consequences for other individuals engaging in prohibited acts of hazing may include, but not be limited to, exclusion from school district property and events and/or termination of services and/or contracts.

- G. This policy applies to hazing that occurs during and after school hours, on or off school premises or property, at school functions or activities, or on school transportation.
- H. A person who engages in an act that violates school policy or law in order to be initiated into or affiliated with a student organization shall be subject to discipline for that act.
- I. The school district will act to investigate all complaints of hazing and will

discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who is found to have violated this policy.

III. DEFINITIONS

- A. "Hazing" means committing an act against a student, or coercing a student into committing an act, that creates a substantial risk of harm to a person, in order for the student to be initiated into or affiliated with a student organization, or for any other school-related purpose. The term hazing includes, but is not limited to:
1. Any type of physical brutality such as whipping, beating, striking, branding, electronic shocking, or placing a harmful substance on the body.
 2. Any type of physical activity such as sleep deprivation, exposure to weather, confinement in a restricted area, calisthenics, or other activity that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student.
 3. Any activity involving the consumption of any alcoholic beverage, drug, tobacco product, or any other food, liquid, or substance that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student.
 4. Any activity that intimidates or threatens the student with ostracism, that subjects a student to extreme mental stress, embarrassment, shame, or humiliation, that adversely affects the mental health or dignity of the student or discourages the student from remaining in school.
 5. Any activity that causes or requires the student to perform a task that involves violation of state or federal law or of school district policies or regulations.
- B. "Immediately" means as soon as possible but in no event longer than 24 hours.
- C. "On school premises or school district property, or at school functions or activities, or on school transportation" means all school district buildings, school grounds, and school property or property immediately adjacent to school grounds, school bus stops, school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes, the area of entrance or departure from school grounds, premises, or events, and all school-related functions, school-sponsored activities, events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting hazing at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events.

- D. "Remedial response" means a measure to stop and correct hazing, prevent hazing from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of hazing.
- E. "Student" means a student enrolled in a public school or a charter school.
- F. "Student organization" means a group, club, or organization having students as its primary members or participants. It includes grade levels, classes, teams, activities, or particular school events. A student organization does not have to be an official school organization to come within the terms of this definition.

IV. REPORTING PROCEDURES

- A. Any person who believes he or she has been the target or victim of hazing or any person with knowledge or belief of conduct which may constitute hazing shall report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report hazing anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.
- B. The school district encourages the reporting party to use the report form available from the principal or building supervisor of each building or available from the school district office, but oral reports shall be considered complaints as well.

The building principal, the principal's designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving reports of hazing at the building level. Any adult school district personnel who receives a report of hazing prohibited by this policy shall inform the building report taker immediately. Any person may report hazing directly to a school district human rights officer or to the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.

The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as a primary contact on policy and procedural matters.

- C. A teacher, administrator, volunteer, contractor, and other school employees shall be particularly alert to possible situations, circumstances, or events which might include hazing. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct which may constitute hazing shall make reasonable efforts to address and resolve the hazing and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute hazing or who fail to make reasonable efforts to address and resolve the hazing in a timely manner may be subject to disciplinary action.
- D. Submission of a good faith complaint or report of hazing will not affect the complainant or reporter's future employment, grades, work assignments, or educational or work environment.

- E. Reports of hazing are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law. The building report taker, in conjunction with the responsible authority, shall be responsible for keeping and regulating access to any report of hazing and the record of any resulting investigation.
- F. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's legal obligations to investigate, to take appropriate action, and to comply with any discovery or disclosure obligations.

V. SCHOOL DISTRICT ACTION

- A. Within three (3) days of the receipt of a complaint or report of hazing, the school district shall undertake or authorize an investigation by school district officials or a third party designated by the school district.
- B. The building report taker or other appropriate school district officials may take immediate steps, at their discretion, to protect the target or victim of the hazing, the complainant, the reporter, and students or others pending completion of an investigation of alleged hazing prohibited by this policy.
- C. The alleged perpetrator of the hazing shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- D. Upon completion of an investigation that determines hazing has occurred, the school district will take appropriate action. Such action may include, but is not limited to, warning, restorative practices, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited behavior. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; and applicable school district policies and regulations.
- E. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the parent(s) or guardian(s) of students who are targets or victims of hazing and the parent(s) or guardian(s) of alleged perpetrators of hazing who have been involved in a reported and confirmed hazing incident of the remedial or disciplinary action taken, to the extent permitted by law.
- F. In order to prevent or to respond to hazing committed by or directed against a child with a disability, the school district shall, where determined appropriate by the child's individualized education program (IEP) team or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in hazing.

VI. RETALIATION OR REPRISAL

The school district will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who commits an act of reprisal or who retaliates against any person who asserts, alleges, or makes a good faith report of alleged hazing, who provides information about hazing, who testifies, assists, or participates in an investigation of alleged hazing, or who testifies, assists, or participates in a proceeding or hearing relating to such hazing. Retaliation includes, but is not limited to, any form of intimidation, reprisal, harassment, or intentional disparate treatment. Disciplinary consequences will be sufficiently severe to deter violations and to appropriately discipline the individual(s) who engaged in the prohibited conduct. Remedial responses to the prohibited conduct shall be tailored to the particular incident and nature of the conduct.

VII. DISSEMINATION OF POLICY

- A. This policy shall appear in each school's student handbook and in each school's building and staff handbooks.
- B. The school district will develop a method of discussing this policy with students and employees.

Legal References: Minn. Stat. § 121A.031 (School Student Bullying Policy)
 Minn. Stat. § 121A.0311 (Notice of the Rights and Responsibilities of Students and Parents Under the Safe and Supportive Minnesota Schools Act)
 Minn. Stat. § 121A.40-121A.56 (Pupil Fair Dismissal Act)
 Minn. Stat. § 121A.69 (Hazing Policy)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
 MSBA/MASA Model Policy 413 (Harassment and Violence)
 MSBA/MASA Model Policy 506 (Student Discipline)
 MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)
 MSBA/MASA Model Policy 525 (Violence Prevention [Applicable to Students and Staff])

Replacing: Policy 5083
 First Reading: 01-18-2022
 Second Reading: 02-15-2022
 Adopted: 02-15-2022

5083—HAZING PROHIBITION

I. PURPOSE

The purpose of this policy is to maintain a safe learning environment for students and staff that is free from hazing. Hazing activities of any type are inconsistent with the educational goals of the school district and are prohibited at all times.

II. GENERAL STATEMENT OF POLICY

- A. ~~No student, teacher, administrator, volunteer, contractor or other employee of the school district shall plan, direct, encourage, aid or engage in hazing.~~
- B. ~~No teacher, administrator, volunteer, contractor or other employee of the school district shall permit, condone or tolerate hazing.~~
- C. ~~Apparent permission or consent by a person being hazed does not lessen the prohibitions contained in this policy.~~
- D. ~~This policy applies to behavior that occurs on or off school property and during and after school hours.~~
- E. ~~A person who engages in an act that violates school policy or law in order to be initiated into or affiliated with a student organization shall be subject to discipline for that act.~~
- F. ~~The school district will act to investigate all complaints of hazing and will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor or other employee of the school district who is found to have violated this policy.~~

III. DEFINITIONS

- A. ~~"Hazing" means committing an act against a student, or coercing a student into committing an act, that creates a substantial risk of harm to a person, in order for the student to be initiated into or affiliated with a student organization, or for any other purpose. The term hazing includes, but is not limited to:~~
 1. ~~Any type of physical brutality such as whipping, beating, striking, branding, electronic shocking or placing a harmful substance on the body.~~
 2. ~~Any type of physical activity such as sleep deprivation, exposure to weather, confinement in a restricted area, calisthenics or other activity that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student.~~
 3. ~~Any activity involving the consumption of any alcoholic beverage, drug, tobacco product or any other food, liquid, or substance that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student.~~
 4. ~~Any activity that intimidates or threatens the student with ostracism, that subjects a student to extreme mental stress, embarrassment, shame or humiliation, that adversely affects the mental health or dignity of the student or discourages the student from remaining in school.~~
 5. ~~Any activity that causes or requires the student to perform a task that involves violation of state or federal law or of school district policies or regulations.~~
- B. ~~"Student organization" means a group, club or organization having students as its primary members or participants. It includes grade levels, classes, teams, activities or particular school events. A student organization does not have to be an official school organization to come within the terms of this definition.~~

IV. REPORTING PROCEDURES

~~A.— Any person who believes he or she has been the victim of hazing or any person with knowledge or belief of conduct which may constitute hazing shall report the alleged acts immediately to an appropriate school district official designated by this policy.~~

~~B.— The building principal is the person responsible for receiving reports of hazing at the building level. Any person may report hazing directly to a school district human rights officer or to the superintendent.~~

~~C.— Teachers, administrators, volunteers, contractors and other employees of the school district shall be particularly alert to possible situations, circumstances or events which might include hazing. Any such person who receives a report of, observes, or has other knowledge or belief of conduct which may constitute hazing shall inform the building principal immediately.~~

~~D.— Submission of a good faith complaint or report of hazing will not affect the complainant or reporter's future employment, grades or work assignments.~~

V. SCHOOL DISTRICT ACTION

~~A.— Upon receipt of a complaint or report of hazing, the school district shall undertake or authorize an investigation by school district officials or a third party designated by the school district.~~

~~B.— The school district may take immediate steps, at its discretion, to protect the complainant, reporter, students, or others pending completion of an investigation of hazing.~~

~~C.— Upon completion of the investigation, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination or discharge. Disciplinary consequences will be sufficiently severe to deter violations and to appropriately discipline prohibited behavior. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements, applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act, school district policies and regulations.~~

VI. REPRISAL

~~The school district will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor or other employee of the school district who retaliates against any person who makes a good faith report of alleged hazing or against any person who testifies, assists, or participates in an investigation, or against any person who testifies, assists or participates in a proceeding or hearing relating to such hazing. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment.~~

VII. DISSEMINATION OF POLICY

~~This policy shall appear in each school's student handbook and in each school's Building and Staff handbooks.~~

~~Legal References: Minn. Stat. § 121A.69 (Hazing Policy)
Minn. Stat. § 121A.40 to 121A.56 (Pupil Fair Dismissal Act)~~

~~Adopted: 07-18-2000 ISD 709~~