Regular School Board Meeting
Duluth Public Schools, ISD 709
Agenda
Tuesday, August 16, 2022
Duluth East High School
301 N 40th Ave E
Duluth, MN 55804
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.**
   A. Correspondence, Invitations, Newsletters *(July 18, 2022)* 3
8. **Report of the Superintendent**
   A. Reports from Student School Board Representatives 4
   B. Superintendent's Report 6
   C. Schedule of Meetings and Events 18
9. **Report of Standing Committees**
   A. Committee of the Whole
      1) Monthly Committee of the Whole *(August 4, 2022)* 19
   B. Human Resources/Finance Committee *(August 8, 2022)* 66
      1) Facilities Business Manager Job Description 260
   C. Policy Committee *(August 4, 2022)* 265
10. **General Board Committee Updates**
11. **Consent Agenda** **373**
12. **Resolutions from Committee Reports**
   A. HR-8-22-3905 - DDWIAA Union Contract - PLACEHOLDER 734
   B. HR-8-22-3912 - Employment of a School Board Member by the District 735
   C. B-8-22-3913 - Resolution Authorizing a Development Agreement with DEDA to preserve the opportunity for the future creation of a TIF Redevelopment District 737
   D. B-8-22-3914 - Acceptance of Donations to Duluth Public Schools 738
13. **Special Resolutions and Action Items**
14. **Questions / Other**
15. **Adjournment**

Dear School Board members,

Saraiya Piantek was nominated for recognition by our very own Denfeld Student School Board Representative Sariyah Crawford.

This is what Sariyah said in her nomination:

“Saraiya Piantek is a staff member at Denfeld High school and her position is a Full-Service Community Site Coordinator. Saraiya not only ensures that every student's voice is heard by school officials, but also works hard towards bringing true equity to Duluth Public Schools.

She goes above and beyond her job description to provide what students need and give them someone to confide in. Saraiya has a child of her own but anyone could argue that she is raising the students of Denfeld as well.

Through all the hardships that she faces, she continues to work hard to break barriers in our school that genders learning. Saraiya Piantek inspires me and so many others.”

Thank you Ms. Piantek for all you do for our students at Denfeld.

Sincerely,
Anthony Bonds
Assistant Superintendent

Liz Davis

Jana O'Brien

Patty Wheeler

gina miller

Katie Boettcher

Patricia Beasley

Elisabeth Gibbons

Sarah Underhill Kelley

Kitty Hoden

Phillips

Tia Weathers

Lora Brandt

Anne Morse

Jane Thimke

Kari Tandberg

Michael Kling

Kelly Wheeler

Dear ISD 709 School Board,

Thank you for recognizing National Gun Violence Awareness Day & pledging to do all you can to reduce gun violence!

Love, Duluth Moms Demand Action

Hi everyone!
This month students are soaking up the last of their summers.
Many fall sports are starting up this month including volleyball, cross country, and football.
Volleyball had captains practices last week and tryouts were yesterday and today.
The cross country season started this month and their first meet is the 25th of August.
Girls tennis started this Monday and their first match is Saturday the 20th.
Houndpack is having their training for the leaders on the 28th and the freshmen orientation on the 31st. Upperclassmen involved are excited to get the new class inspired for the school year.
There is a college application help day at East on the 23rd for seniors to get help with writing essays, preparing for the application process.
Jumpstart is on the 24th and the Exec board will be giving new students tours of the school and selling apparel.
Many clubs are excited to be tabling there in hopes to increase interest and participation.
The Executive board is hard at work on welcome back festivities. The assembly, tailgate, game, and dance will be on Friday the 9th, the first Friday of school. We are very happy to welcome back the school and hopefully inspire more school spirit for the year right off the bat.
Association is having their retreat on the 18th to the 19th, an experience to bond, build teamwork skills, and start work on planning homecoming in October.
Exec and association are very excited about collaborating more this year.
Though summer is coming to an end, many students of all grades are excited for the routine of school and the year ahead.

School Board Meeting

Good evening everyone I apologize for not being able to attend any of the summer school board meetings. I am excited to see all your beautiful faces at the next school board meeting and until then I hope you remain well. Unfortunately I dont have much to report on, but once the school year starts up these reports will be better.

Report:

- To begin, Denfeld had our fall preseason sports meeting where our fall athletes were informed on tryouts, first practice, and eligibility.
- Denfled Freshman Orientation is September 1st where students will be introduced to school officals and learn more about how their time will be at Denfled.
- Our Black Student Association had their first board meeting on August 1st. They disscussed their upcoming plans for this school year.

Thank you for your time and I look forward to meeting with you all soon!

Superintendent's Report

Regular Board Meeting

August 16, 2022

Tonight's Topics

- Student Representatives' Reports
- Safe Learning Planning Update
- Strategic Planning Update
- Tribal Consultation Update
- School Resource Officer Update
- Unity in the Community - Back to School Celebration

ISD 709 Duluth Public Schools

Safe Learning Plan Update

Safe Learning Plan Update

The Center for Disease Control and Prevention (CDC) updated its COVID-19 guidelines Friday, August 12. Duluth Public Schools has updated its COVID-19 protocols to align with those of the CDC.

Here are some of the changes:

- If you were exposed to COVID-19, it is strongly recommended you wear a high-quality mask for 10 days and get tested on day 5, regardless of vaccination status.
- No quarantine is necessary unless COVID-19-like symptoms develop, regardless of vaccination status. This goes for household contacts as well.
- The district is still requiring those who test positive for COVID-19 — regardless of vaccination status — isolate for 5 days and can return on day 6, if the positive individual wears a well-fitting mask and is fever-free for 24 hours without the use of fever-reducing medication and other symptoms have improved.

You can read all of the COVID-19 protocols in the Safe Learning Plan.

ISD 709 Duluth Public Schools

School Resource Officer Contract Status

ISD 709 Duluth Public Schools

School Resource Officer Contract Update

Our team has been working closely with the Duluth Police Department on the renewal of our SRO contract. All of the language changes that were suggested to the department by the district based on our community engagement sessions have been incorporated. We are very pleased with the content and philosophical changes that reflect our shared desire to reduce disproportionate outcomes for historically underserved populations.

Contract details are being finalized and will be brought forward at a meeting in the near future. School Resource Officers will begin in our Schools in the fall.

ISD 709 Duluth Public Schools

Strategic Planning Update

ISD 709 Duluth Public Schools

Strategic Planning Update

The planning process will run through the fall of 2022 and focuses on:

- Assessing Our Reality
- Describing Our Vision
- Setting Our Strategic Plan

Please note the multiple events as we move into the school year.

Strategic Planning Website

ISD 709 Duluth Public Schools

Tribal Consultation Update

ISD 709 Duluth Public Schools

Tribal Consultation Update

- Met today with the Fond du Lac Tribal Council and Superintendent Murphy
- Reviewed current achievement data with significantly disproportionate outcomes
- Committed to more frequent, ongoing meetings with the tribe to examine actions and outcomes
- Need to assure significant representation in the strategic planning process
- Next meeting, December 6th

ISD 709 Duluth Public Schools

Unity in the Community
Back to School Celebration

ISD 709 Duluth Public Schools

Unity in Our Community
Back to School Celebration

- A beginning of the school year kickoff event will be held at Bayfront on Monday, August 29 from 4:00-7:00.
- Unifying event to celebrate our schools as one district.
- There will be entertainment, food trucks, school related vendors, and guest speakers etc.
- We have on-line sign up to have a booth as well as for volunteering

ISD 709 Duluth Public Schools

ISD 709 Duluth Public Schools

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 Duluth East High School in the Media Center. Other meeting locations are being determined. We will post information as it becomes available.

Public Comment Guidelines

The Schedule of Meetings and Events is Subject to Change.

Week of August 15 - August 19, 2022

Tuesday	August 16, 2022	6:30 p.m.	Regular School Board Meeting* East Media Center 301 N. 40th Ave. E.

Week of August 22 - August 26, 2022

None

Week of August 29 - September 2, 2022

None

Week of September 5 - September 9, 2022

Thursday	September 8, 2022	3:30 p.m.	Policy Committee Meeting UnitedHealth Group Building 4316 Rice Lake Rd., Suite 108
Thursday	September 8, 2022	4:30 p.m. (or to immediately following the Policy Committee)	Monthly Committee of the Whole UnitedHealth Group Building 4316 Rice Lake Rd., Suite 108

Week of September 12 - September 15, 2022

Thursday	September 13, 2022	4:30 p.m.	HR/Business Service Committee UnitedHealth Group Building 4316 Rice Lake Rd., Suite 108

**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
August 12, 2022

Monthly Committee of the Whole Board Meeting
Duluth Public Schools, ISD 709
Agenda
Thursday, August 4, 2022
UnitedHealth Group Building
4316 Rice Lake Road
Suite 108
Duluth, MN 55811
4:30 PM

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **AGENDA ITEMS**
   - A. Action Items - Consent Agenda
     - 1) Presentation Items Requiring Approval - None
     - 2) Resolutions - None
     - 3) Other Action Items - None
   - B. Informational Items
     - 1) Presentations
       - a. Lowell Traffic Issue Presentation 2
         St. Louis County Traffic Engineer, Victor Lund
       - b. YMCA Opportunity 25
         Sr. Vice President of Operation for Duluth YMCA, Jeramy Katchuba & Assistant Superintendent, Anthony Bonds
       - c. CRC (Conflict Resolution Center) Presentation 29
         Denfeld Principal, Tom Tusken
       - d. Headstart Corrective Action Plan/Management System 38
         Early Childhood/Head Start Coordinator, Sherry Williams
       - e. Community Education Update - Verbal
         Assistant Superintendent, Anthony Bonds and Executive Assistant for Comm. Ed Cindy McLeod
       - f. Safety Update - Verbal
         Assistant Superintendent, Anthony Bonds and Safety, Health & Environmental Coordinator Matt Johnson
       - g. Concurrence & Non-concurrence Response Presentation 45
         Assistant Superintendent, Anthony Bonds
   - C. Other - None
4. **ADJOURN**

Lowell Elementary Traffic Investigation



Victor Lund, PE
Traffic Engineer
St. Louis County
August 4, 2022

Rice Lake Road Traffic History – Lowell Elementary

Prior 1992

- All Lowell Elementary school related traffic accessed by Barnes Rd

1992

- Campus expansion added entrance on Rice Lake Rd

2004/2005

- St. Louis County completed a traffic and engineering investigation for a school zone speed limit. It was determined this was not justified.

2005

- St. Louis County changed the Rice Lake Rd cross-section to include dedicated turn lanes for the Lowell Elementary entrance.

Source: Rice Lake Road Corridor & Traffic Impact Study, July 2006, Duluth-Superior Metropolitan Interstate Council

Traffic Engineering Investigation – Sight Distance

- Available sight distance to school entrance
  - Northbound traffic = 625 ft
  - Southbound traffic = unrestricted
- Minimum recommendations for Intersection Sight Distance (left-turn from stop)
  - 45 mph → 500 ft Sufficient
  - 50 mph → 555 ft Sufficient
- Minimum recommendations for Stopping Sight Distance
  - 45 mph with 6% downslope → 400 ft Sufficient
  - 50 mph with 6% downslope → 474 ft Sufficient

Traffic Engineering Investigation – Crash History

2017-2021 Rice Lake Road Corridor Unsignalized Intersections Crash History

South

Intersection	Type	Fatal	Serious Injury	Minor Injury	Possible Injury	Property Damage	Total Crashes	Crashes/ Year	Severity Index
13th St	T			1		5	6	1.2	8
14th St	T						0	0	0
Ivy St	T					1	1	0.2	1
Marshall School	2T					2	2	0.4	2
Baylis St	T					1	1	0.2	1
Pecan Ave	T						0	0	0
Boulder Dr	T						0	0	0
Hickory St/Chinook Dr	+				1	2	3	0.6	4
Lowell Elementary	T				1	1	2	0.4	3
Barnes Rd	T						0	0	0
Public Safety Dr	T					1	1	0.2	1

North

Severity Index = (Fatal x 5) + (Serious Injury x 4) + (Minor Injury x 3) + (Possible Injury x 2) + (Property Damage Only x 1)

Traffic Engineering Investigation – Speed Study



Traffic Engineering Investigation – Speed Study

- Speed study conducted on Rice Lake Road for the 24 hr period beginning Monday, September 24, 2018 at 11:00 am and ending Tuesday, September 25, 2018 at 11:00 am.
- Posted speed limit = 45 mph

Northbound Traffic		**Southbound Traffic**	
Average Speed	41 mph	Average Speed	42 mph
85th Percentile Speed	47 mph	85th Percentile Speed	48 mph
10 mph Pace	41-50 mph	10 mph Pace	41-50 mph
Percent in Pace	67%	Percent in Pace	71%

Traffic Engineering Investigation – Speed Study

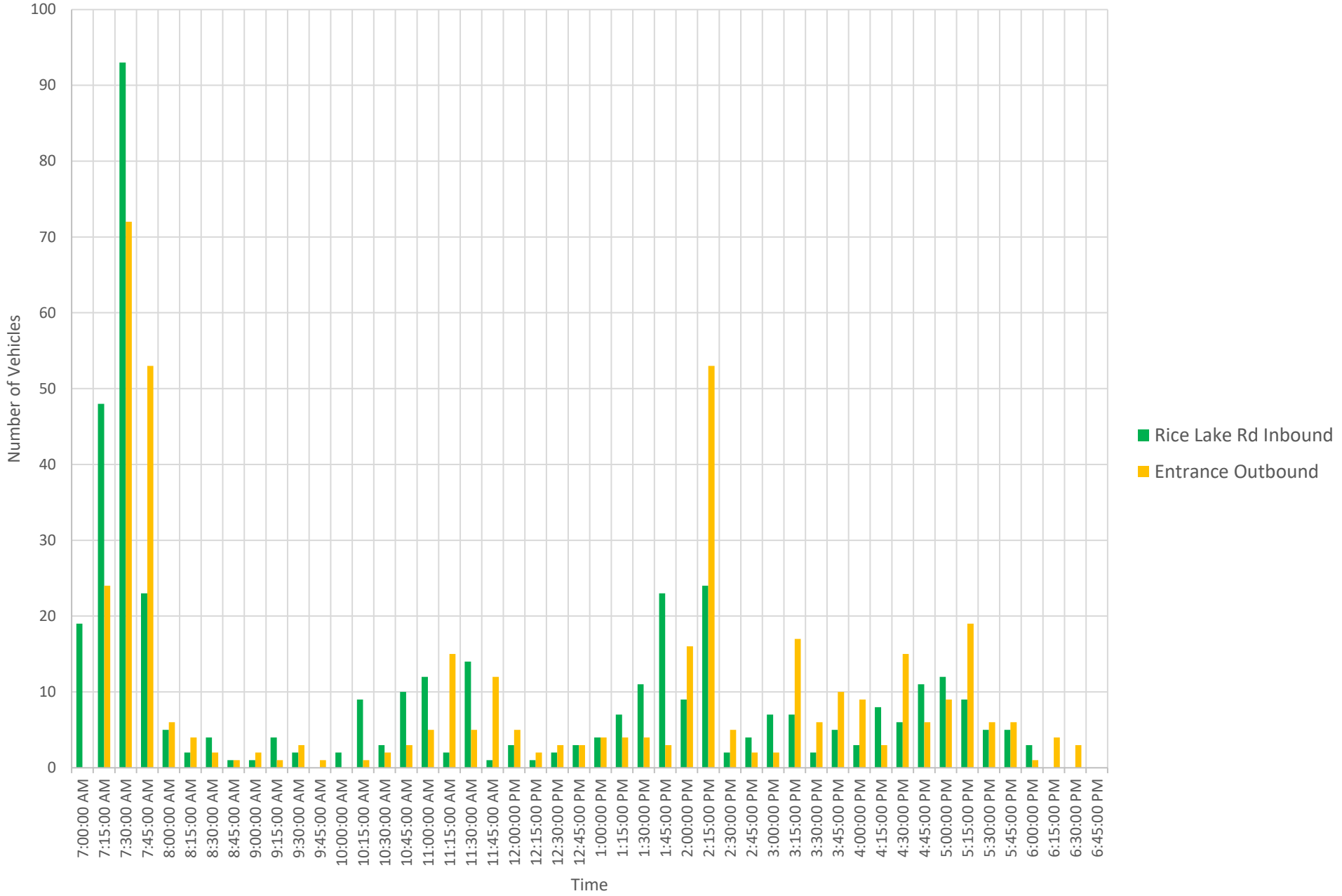
- A speed study was also conducted on Rice Lake Road on January 15-18, 2013 near the Lowell Elementary entrance.
- Posted speed limit = 45 mph

Both Directions	
Average Speed	41 mph
85th Percentile Speed	47 mph
10 mph Pace	39-49 mph
Percent in Pace	66%

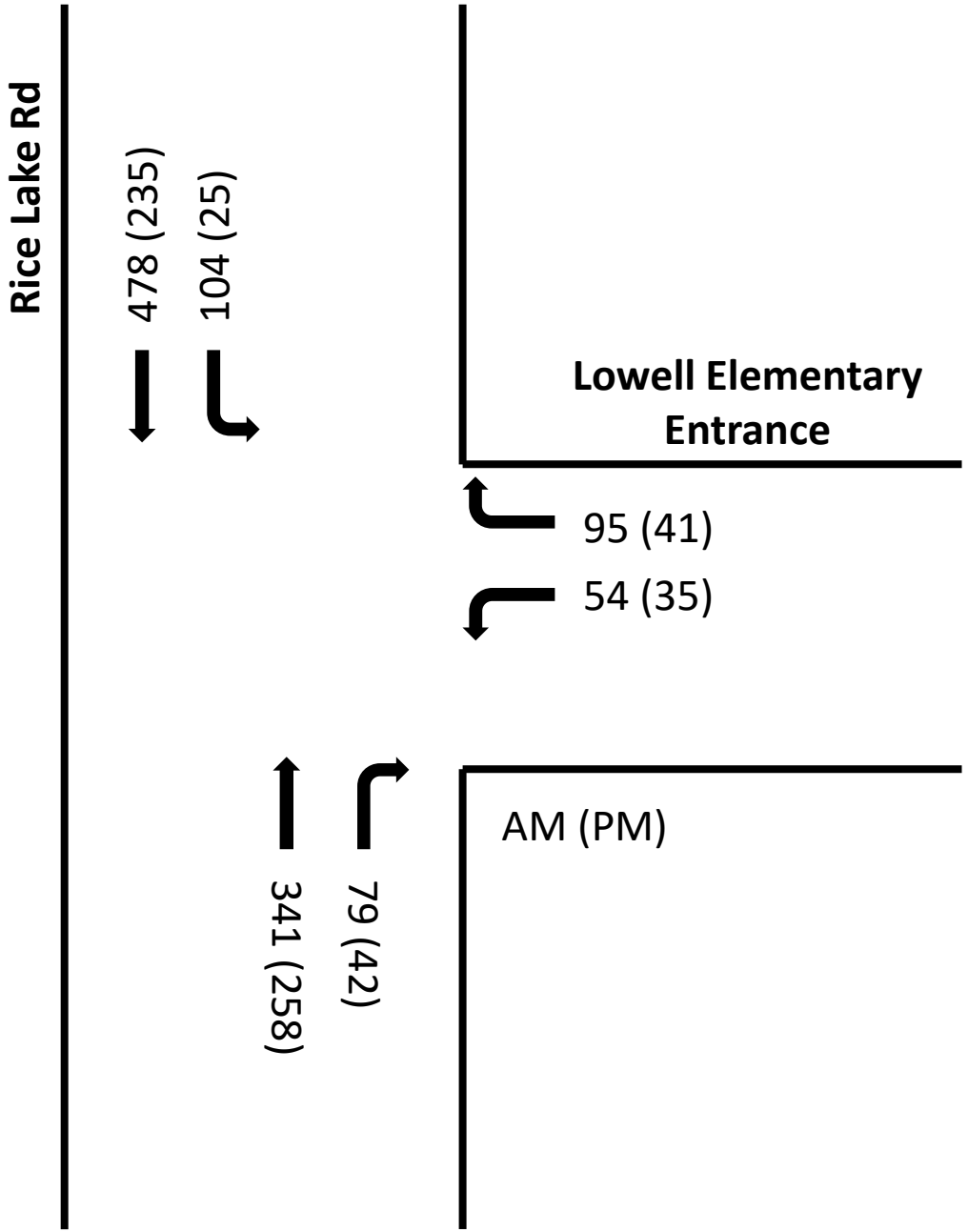
Traffic Engineering Investigation – Traffic Volume

- Turning movement count performed on Tuesday, September 25, 2018
- Peak hour arrival and departure times
  - Arrival Period – 7:00 am to 8:00 am
  - Departure Period – 1:30 pm to 2:30 pm
- Peak 15 min arrival and departure times
  - Arrival Period – 7:30 am to 7:45 am
  - Departure Period – 2:15 pm to 2:30 pm

Lowell Elementary Traffic Volume



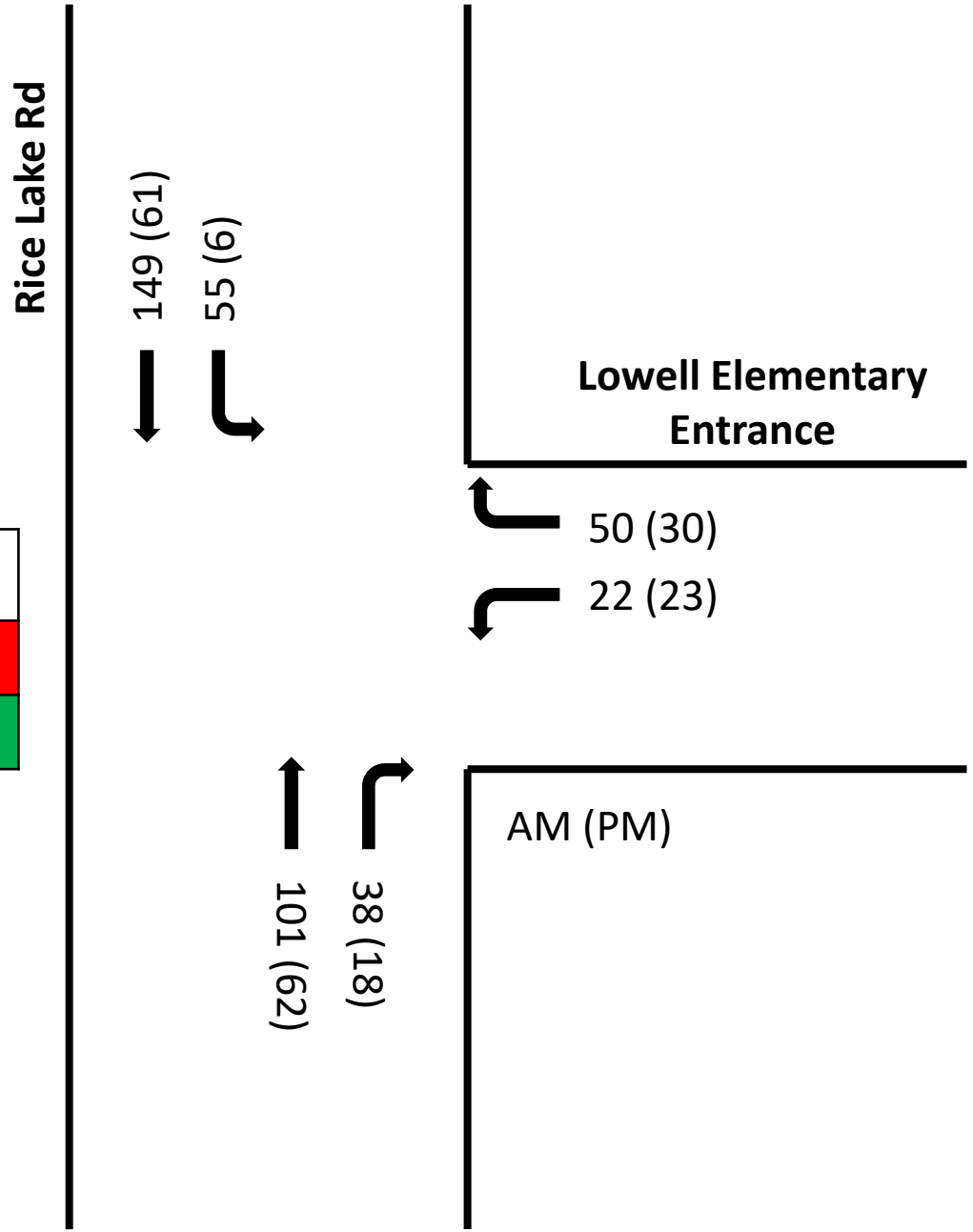
Peak Hour Turning Movements





Peak Hour Factors		
Approach	AM	PM
Rice Lake Rd Inbound	0.49	0.70
Lowell Elementary Outbound	0.52	0.36

Peak 15 min Turning Movements





Turning Movement	AM Conflicting Vehicles	PM Conflicting Vehicles
Outbound Left	3 sec/veh	7 sec/veh
Outbound Right	9 sec/veh	15 sec/veh

Left-Turn Gap = 7.5 sec
Right-Turn Gap = 6.5 sec


Red Line = 680 ft
30 ft/veh → 23 veh
Blue Line = 230 ft
30 ft/veh → 8 veh
Number of Parking Spaces = 67
Parking Lot Capacity = 98 veh
Standing Capacity = 75 veh
There are ~93 veh arriving to the parking lot during the AM peak 15 min period. There are ~24 veh arriving to the parking lot during the PM peak 15 min period.
13
31

Traffic Engineering Investigation – Summary

- There is sufficient intersection sight distance for the Lowell Elementary entrance.
- Vehicles turning into Lowell Elementary have dedicated turn lanes on Rice Lake Rd.
- Most vehicles on Rice Lake Rd are driving at or under the posted speed limit. There is generally good compliance with the posted speed limit. Vehicle speeds on Rice Lake Rd have been consistent over time.
- The outbound left-turn movement from the parking lot has insufficient gaps to turn onto Rice Lake Rd during the AM and PM peak 15 min. The outbound right-turn movement from the parking lot has sufficient gaps to turn onto Rice Lake Rd during the AM and PM peak 15 min.
- The parking lot does not have sufficient standing space for arriving vehicles.

Traffic Engineering Alternatives

- Alternative 1: Staggered Drop-Off and Pick-Up Times
  - Assign students by grade to a specific time slot.
  - Would spread out arriving vehicles over a longer time period.
  - May only have to stagger the AM drop-off.
  - May require additional staff time and schedule changes.



Traffic Engineering Alternatives

- Alternative 2: Drop and Ride Busing
  - Have students being transported by private vehicles be dropped off and picked up at a designated parking lot and ride a bus to/from school.
  - Would require additional school transportation resources.
  - Logistical challenges (e.g. parent did not come pick up child at the designated parking lot).



Traffic Engineering Alternatives

- Alternative 3: Dedicated Turn Lanes in Entrance
  - Widen the school entrance to accommodate a single inbound lane, a left-turn outbound lane and a right-turn outbound lane.
  - Would allow outbound right-turning vehicles to turn onto Rice Lake Rd without waiting for a left-turning vehicle to find an appropriate gap to turn onto Rice Lake Rd.
  - Would improve flow within the parking lot.


Rice Lake Rd
4

Traffic Engineering Alternatives

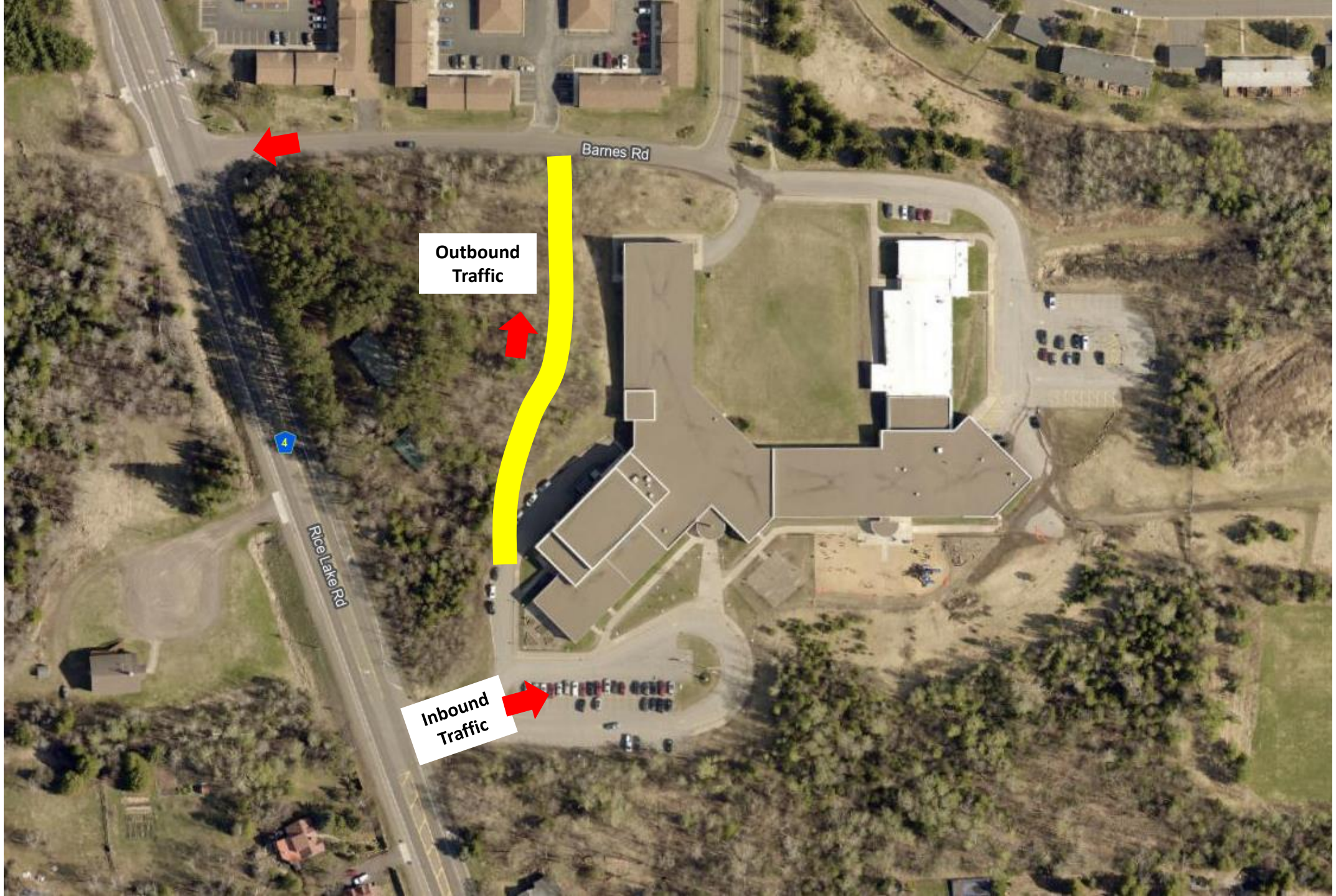
- Alternative 4: ¾ Access Entrance
  - Construct a channelized island in the throat of the entrance to prohibit outbound left-turn movements.
  - Would allow inbound left-turn movements, inbound right-turn movements and outbound right-turn movements only.
  - Would improve flow within the parking lot.

20

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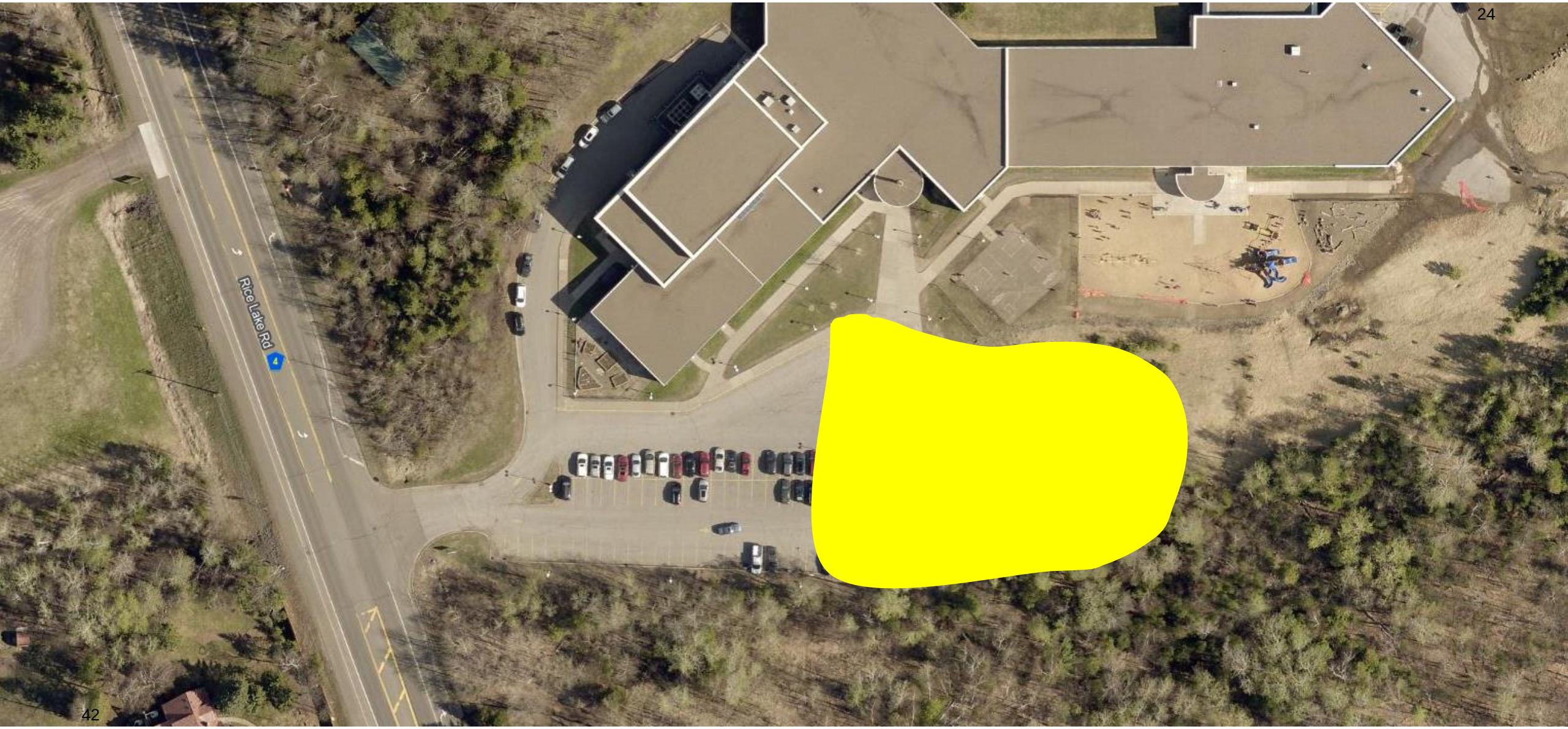
Traffic Engineering Alternatives

- Alternative 5: Rerouted Access to Parking Lot
  - Connect the upper parking lot (main) to Barnes Rd.
  - Restrict outbound movements to Barnes Rd.


Barnes Rd
Outbound Traffic
Rice Lake Rd
4
Inbound Traffic

Traffic Engineering Alternatives

- Alternative 6: Enlarge Parking Lot
  - Enlarge parking lot to increase parking and standing capacity.


Rice Lake Rd

FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

Duluth Area Family YMCA Proposal for ISD 709 ESSER Funds

Drafted June 30, 2022

Overview

The Duluth Area Family YMCA (the Y) is one of the oldest and largest nonprofits in the Northland. The Y is committed to strengthening community by connecting all people to their potential, purpose, and each other. As an association, the Y's programs reach over 180 miles, from Moose Lake to Grand Portage. Locally, programs operate within all Duluth Public Elementary Schools, the Harbor Highlands Community Center, the Gary-New Duluth Recreation Center, the Woodland Community Center, and several non-profit youth serving agencies.

In partnership with ISD 709, the Y is proposing to provide the following services to increase youth development and healthy living opportunities for Duluth-area youth, specifically those from low-income households and BIPOC communities over the 2022-2023 and 2023-2024 school years.

The Y acts as a leader, collaborator, and catalyst for change. Services described in this proposal will have a widespread impact on youth and families, as they will be done in collaboration with the following entities: AICHO, Boys and Girls Clubs of the Northland, CHUM's Steve O'Neil Apartments, the Damiano Center, the Duluth Community School Collaborative, Family Freedom Center, Gary New Duluth Recreation Center, Harbor Highlands Community Center, Laura MacArthur KEY Zone, Lincoln Park Children and Families Collaborative, Myers-Wilkins KEY Zone, Stowe KEY Zone, and Valley Youth Center. These partnerships were carefully identified for this project as they all serve a high percentage of youth from low-income households (40-95% qualifying for free or reduced-price lunch) and families that identify as part of the BIPOC community (20-95%).

Proposed Services

- **Camp Miller:** New opportunities for recreation and positive youth development through camping services will be established in partnerships with Steve O'Neil Apartments, Harbor Highlands Community Center, Duluth Community School Collaborative Myers Wilkins, Valley Youth Centers, Family Freedom Center and others with a focus on students from low-income households. Camp will focus on providing students with a wide range of recreation and personal development activities.
    - Scholarships for 10 students to attend a week of camp summer 2022
        - $750 per student x 10 students = $7,500
        - $3,750 ESSER Funds, 50% match from the Y
    - Scholarships for 40 students to attend a week of camp summer 2023
        - $790 per student x 40 students = $31,600
        - $15,800 ESSER Funds, 50% match from the Y
        - Transportation $2,000
    - Create a new opportunity for youth engagement through a two-day MEA weekend camp for 50 students during 2022-2023 school year
        - $110 per student x 50 students = $5,500
        - Transportation $1,000

- MEA break camp for 50 students during 2023-2024 school year
  - $120 per student x 50 students = $6,000
  - Transportation $1,100

- **CATCH Kid's Club:** Coordinated Approach to Childhood Health (CATCH) Kid's Club will provide 72 nutrition and healthy living lessons to 180 students at 6 sites (Harbor Highlands, Myers-Wilkins, Piedmont, Laura MacArthur, and two of the following: Boys and Girls Clubs, Steve O'Neil Apartments, or the Valley Youth Center) from September 2022 - June 2024. CATCH provides interactive lessons to K-5th grade students on nutrition and healthy eating, the importance of lifelong physical activity, and strategies to reduce screen-time. Each weekly lesson is taught by a trained instructor with age-appropriate activities designed to make learning preventative health fun.

  - 36 lessons x 6 sites (30 youth/site) = 180 youth/year
    - 180 youth/year x 2 years = 360 youth served total
  - $30,170 total for 2 years of CATCH programming
    - $7,084 in staffing costs/year x 2 years = $14,168
    - $8,001 in supply costs/year x 2 years = $16,002

- **Community-Based Programming:** Increase enrichment opportunities for students from low income and BIPOC households to engage in free, high quality, year-round out-of-school time programming at the Harbor Highlands Community Center and Gary New Duluth Recreation Center. Create new opportunities to engage in and with the community.

  - Guest speakers and field trip fees for Harbor Highlands Community Center once per month throughout the 2022-2023 school year and both Harbor Highlands and Gary New Duluth Recreation Center in the 2023-2024 school year. Speakers and field trips may be educational, such as the Great Lakes Aquarium or the Duluth Public Library, or recreational such as Spirit Mountain.
    - Speakers or field trip Fees: 30 students x $5/ student=$150 budget per month per site
      - $1,800 for 2022 – 2023, $3,600 for 2023 – 2024
      - $5,400 total for 2022-2024
    - Transportation fee $300/trip (up to 65 students per trip)
      - $3,600 for 2022 – 2023, $7,200 for 2023 – 2024
      - $10,800 total for 2022-2024

- **KEY Zone:** Increase opportunities for students to engage in high quality out-of-school time programming during the school year. Services will focus on KEY Zone Laura MacArthur, Myers Wilkins, and Stowe Elementary.

  - Scholarships for 10 students from each location to receive free high-quality care full time through KEY Zone in the 2022-2023 and 2023-2024 school years.
    - Students will be referred to the program as needing additional support from ISD 709 staff or families may apply directly
    - 30 students x $185 for 9 months = $49,950/year

  - Additional enrichment opportunities through guest speakers brought to each site once per month throughout the 2022-2023 and 2023-2024 school years.
    - Approximately 40 youth x $5/youth = $200 per month per site x 3 sites = $600 per month

        - $5,400 for a 9-month school year at three sites
        - $10,800 for 18 months, covering 2 school years

    - Supplemental healthy snacks, fruits and vegetables, for KEY Zone sites that receive district-provided snacks that do not include fresh fruits or vegetables. All sites supported have a high percentage of students receiving free/reduced price lunch.
        - Approximately 120 youth x .30/child daily = $720 per month
        - $6,480 for a 9-month school year
        - $12,960 for 18 months, covering 2 school years.

- **Swim Lessons:** Free 6-week Safety Around Water swim lessons for 144 children over two years at Laura MacArthur KEY Zone, Piedmont KEY Zone, Valley Youth Center, Duluth Community School Collaborative, Lincoln Park Childrens and Families Collaborative, Steve O'Neil, Boys and Girls Clubs, or Harbor Highlands.

    - $52.50 per 6-week lesson per youth
        - $36.75/lesson will be in-kind support from the Y
    - 12 kids/lesson x $52.50/kid x 6 lessons/year x 2 years = $7,560
        - $5,292 in-kind support from the Y
    - Transportation = $62.50/day if provided in Y van
        - $50 staffing + $12.50 milage = $62.50 x 72 days = $4,500

Proposed Budget

Service	Details	Amount
Camp Miller Scholarships	10 students in the summer of 2022 and 40 students in the summer of 2023 receive a free week of camp	$21,550
Camp Miller MEA Break	50 students in fall 2022 and 50 students in fall 2023 attend special MEA break camp	$13,600
CATCH Kid's Club	360 students at 6 sites will receive a total of 72 nutrition and healthy lifestyle lessons from September 2022 - June 2024	$30,170
Community Program Enhancements	60 youth will experience additional enrichment opportunities through guest speakers at Harbor Highlands and Gary New Duluth from September 2022 - June 2024	$16,200
KEY Zone Scholarships 2022-2023	30 youth access (10 per site Laura MacArthur, Myers Wilkins, and Stowe Elementary) receive free high-quality care full time	$49,950
KEY Zone Scholarships 2023-2024	30 youth access (10 per site Laura MacArthur, Myers Wilkins, and Stowe Elementary) receive free high-quality care full time	$49,950

KEY Zone Program Enhancements	120 youth will experience additional enrichment through guest speakers at 3 KEY Zone sites 2022-2024	$10,800
KEY Zone Healthy Snacks	120 youth will experience fresh fruits and vegetables daily (40 per site Laura MacArthur, Myers Wilkins, and Stowe elementary)	$12,960
Swim Lessons	144 students from afterschool programs receive free swim lessons from September 2022 - June 2024	$12,060
	Total	**$217,240**

Contact

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Community Services Executive Director
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218-722-4745 ext. 107

Duluth Area Family YMCA
302 W 1st St
Duluth, MN 55802

Denfeld and the Conflict Resolution Center

Presented to the Duluth School Board Committee of the Whole
Thursday, August 4

History

- Denfeld identified for disproportionate out of school suspensions
- Denfeld selected as one of six MN Model schools to help address this
- Partnership with Conflict Resolution Center (CRC) created through MN Model

What is the MN Model?

- Sponsored by the Minnesota Department of Human Services
- Goal is to reduce exclusionary discipline, like out of school suspensions, especially for students of color and preventing incidents that occur in school from resulting in arrests and intake into the criminal justice system
- OSS is the number one predictor of a student dropping out of school*
- Students arrested at school are three times more likely to drop out than their peers who are not arrested*
- Very few students are arrested at school.

[49] *The Minnesota Model of School-Based Diversion for Students with Co-Occurring Disorders, Together Towards Tomorrow: Making space for courageous conversations, Bill Wyss, Minnesota Department of Human Services

What is CRC?

- Denfeld has partnered with the Conflict Resolution Center since 2016
- CRC provides:
  - Individual conflict coaching (Tier III-Individualized Intervention)
  - Mediations (Tier III-Individualized Intervention)
  - Classes: “Words Can Work” provides a group setting that models SEL (Social Emotional Learning) skills and positive conflict resolution behaviors. Have been held during WIN or after school (Tier II-Small Group Intervention)
- Administrators (Principals and Deans) refer students to CRC using a Google Form, this provides initial communication with the mediators from CRC and provides a basis to track participants, demographic data and outcomes.
- Denfeld teaches school wide expectations, uses a student recognition system and provides SEL lessons through our PBIS framework. (Tier I-Whole Group Intervention)



Erica Backstrom , Duluth Program Director

Erica holds a Juris Doctor from Hamline University School of Law and is a qualified neutral under Rule 114. Previously, Erica served as Executive Director of the Volunteer Attorney Program (VAP), a non-profit organization that works with volunteer attorneys to provide quality pro bono civil legal services to low-income individuals and families in Northeastern Minnesota. Bringing over ten years of experience working with victims of trauma, abuse and at-risk youth, Erica is passionate about conflict resolution's ability to empower participants through a process that honors each individual's voice and recognizes the value of seeing other perspectives respectfully. Erica is an experienced Restorative Services practitioner, participating in circles to address youth truancy, community building and Restorative Justice with Woodland Hills, Inc. and Men as Peacemakers.



Jes-wa' Harris, Duluth Youth Programs Coordinator

Jes-wa' is a passionate mentor, coach, and youth service provider with 25 years of experience working with youth in residential treatment facilities, crisis shelters, Intensive Day Treatment programs and school programming. Jes-wa' coaches high school basketball and middle school track in Duluth Schools. Jes-wa' is a member of Phi Beta Sigma Fraternity and lives by the motto: Culture for service and service for humanity.

CRC Staff that currently work at Denfeld

Source: http://crcminnesota.org/

How is CRC used?

- **Resolution:** Primarily, students have been referred to CRC after a conflict has resulted in a confrontation that is either verbal and or physical with the intention of resolving the conflict so further confrontations are avoided.
- **Prevention:** Students are also referred when conflicts become known to staff as a means of preventing confrontations.
- **Process:** Staff from CRC meet with the Denfeld Administrative Team bi-weekly to discuss recent suspensions and the process involved at arriving at that consequence based on the circumstance, investigation and district policy. Assessment of suspensions also explores possible alternatives or changes to process that could be used instead.

Referrals to CRC since 2019:

2019-20: 57 Referrals

2020-21: Distance Learning

2021-22: 97 Referrals

What are the desired outcomes for our work with CRC this year?

1. Make more preventative referrals before conflicts result in verbal and or physical confrontations that result in out of school suspensions in an effort to increase our graduation rate.

2. Use our mediation resources to capacity and look to expand that capacity once reached

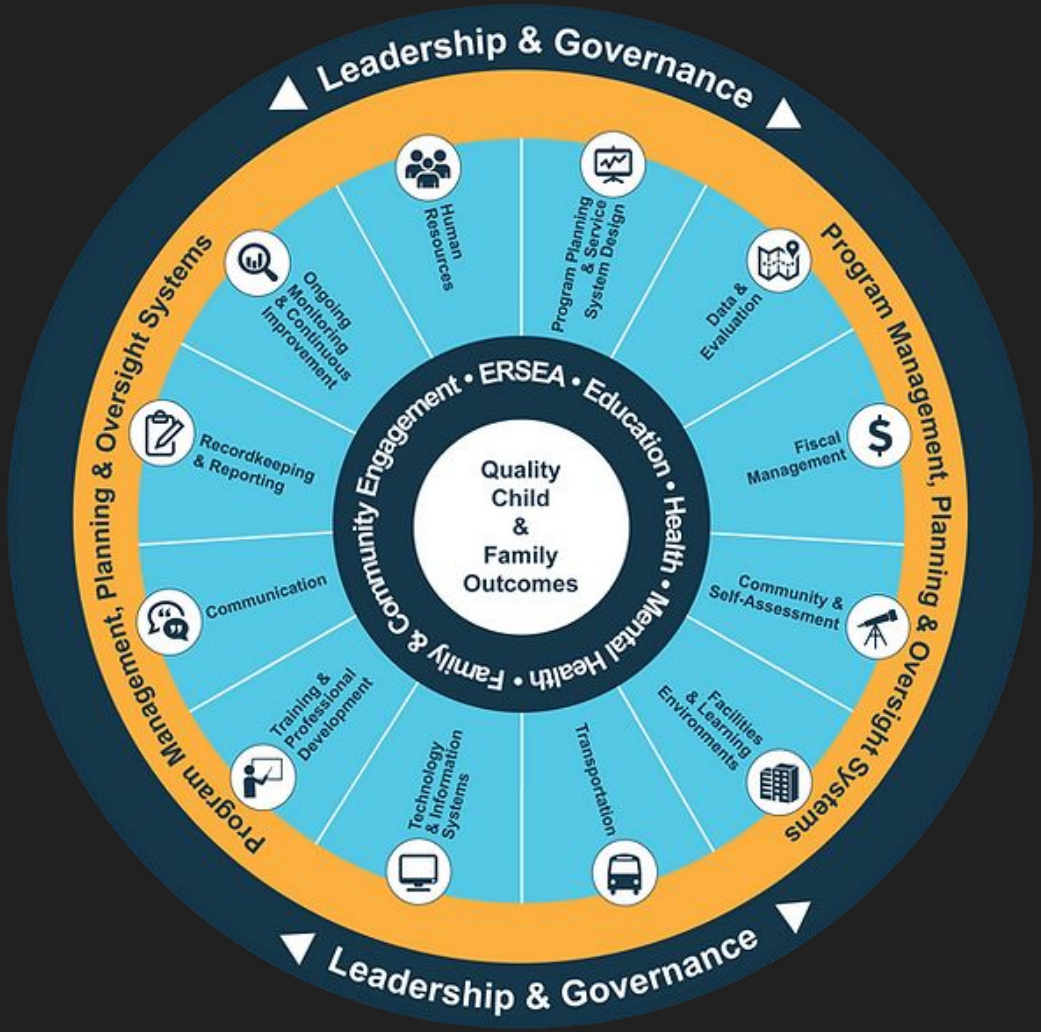
2. Host regularly scheduled and ongoing “Words Can Work” classes during WIN and after school

54 3. Further integrate and clarify the role of CRC within our greater Restorative Practice philosophy and framework

Questions?

Head Start Management System

School Board=Governing Board


Leadership & Governance
Program Management, Planning & Oversight Systems
Leadership & Governance
Program Management, Planning & Oversight Systems
Human Resources
Program Planning & Service System Design
Data & Evaluation
Fiscal Management
Community & Self-Assessment
Facilities & Learning Environments
Transportation
Technology & Information Systems
Training & Professional Development
Communication
Recordkeeping & Reporting
Ongoing Monitoring & Continuous Improvement
Family & Community Engagement • ERSEA • Education • Health • Mental Health • Family & Community Engagement • ERSEA • Education • Health • Mental Health •
Quality Child & Family Outcomes

The Governing Board has a legal and fiscal responsibility to administer and oversee our program.

Governing Board approval is required for:

- Grants/Budgets
- Self Assessment
- Waivers
- Corrective Action Plans

Information that must be shared with the Governing Board:

- Procedures and Timetables
- Policies, guidelines, and Office of Head Start communication
- Program and financial reports
- Plans, policies and procedures, including the grant application.

**this information is often shared via School Board liaison who sits on Policy Council*

Corrective Action Plan (CAP)

Program Name: Independent School District # 709	**Grant #:**05CH011591	**Assignment Start and End Dates: 6/2022-9/30/22**	
Program Specialist: Glenda Williams-Jones	**Grants Management Specialist** Jade Dill	**Grantee Specialist** Zachary Foster/Ametta Reaves	**ECE Specialist** Kristi Smythe
Compliance Date: 9/30/22 **HSPPS Citation:** **1302.90 Personnel policies.** (c) Standards of conduct. (1) A program must ensure all staff, consultants, contractors, and volunteers abide by the program's standards of conduct that: (ii) Ensure staff, consultants, contractors, and volunteers do not maltreat or endanger the health or safety of children, including, at a minimum, that staff must not: (G) Physically abuse a child.			

System/Action Steps	Person Responsible	Time Frame	Resources/Budget	Monitoring Data Sources/Evidence	Progress Notes	Completion Date
Human Resources: Recipient will Integrate Handle with Care, Circle of Security, and Pyramid Model Trainings into onboarding system	**Nancy Vega**	**ongoing**	**$0**	**A spreadsheet listing staff and trainings will be maintained by Business Manager**		
Communication: Recipient will create a timeline of corrective actions taken to document their progress	**Sherry Williams**	**June 14-Sept 30**	**$0**			
Communication: Recipient will develop key messages around creating a culture of safety for staff, children, and families	**Sherry Williams**	**August 2022**				
Communication: Recipient will Develop a plan for reporting of incidents including specific time	**Sherry Williams**	**August 2022**				

These materials were developed for OHS/Region V Training and Technical Assistance Network under Contract No. 140D0420C0093 by STG International, Inc.

guidelines, who to report to, and what is the backup plan if key team members are not available						
Communication: Recipient will Develop a plan with timelines on how information will be shared with the school district and key stakeholders	**Sherry Williams**	**August 2022**				
Data/On-Going Monitoring/Professional Development: Recipient will train all staff on Handle with Care	**Becky Gamache**	**August 29, 2022**	**$500**	**Staff will have complete training in fall of 2022. Following initial 6 hour training, maintaining certification requires a 2 hour training, which will be provided annually. Staff hired after the full training will receive an overview Handle With Care, and will follow the direction of trained staff to keep the other children safe in the event of a crisis situation. Untrained staff will not be allowed to use holds until trained. The full training will be offered annually, as needed.**		

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Data/On-Going Monitoring/Professional Development: Recipient will train all staff on Circle of Security	**Katie Scheufeli**	**Training in Circle of Security September-December 2022 Pilot Coaching: 2023**	**$5,500 Training certified staff and full- time paras not yet trained in Circle of Security $3,000 Pilot: Providing Coaching 1-2 sites**	**Circle of Security Classroom Approach is designed to enhance caregiver's abilities to form secure relationships and helps to offer some organizing principles from attachment theory. We will discuss the impacts of this training during teacher meetings. We will integrate language from this model into our team check ins. Successful implantation will be evident in how challenging behavior is framed.**		
Data/On-Going Monitoring/Professional Development: Recipient will revisit Pyramid Model Training for staff	**Maria Shermoen**	**Ongoing**	**$500**	**Pyramid Model is monitored closely by Pyramid coaching. Teachers are successful when they meet fidelity on the T-POT tool and when evidence of the Big 5 prevention**		

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				strategies are evident in their classrooms.		
Leadership/Governance: Recipient will provide a copy of the Deficiency Report to the Governing Board	**Sherry Williams**	**July 12, 2022**			**Governing Board is confident we will successfully move forward.**	**July 12, 2022**
Leadership/Governance: Recipient will Provide a copy of the Deficiency Report to Policy Council	**Sherry Williams**	**June 29, 2022**			**Policy Council is confident we will make our way through this process successfully.**	**June 29, 2022**

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2021 RESOLUTION OF CONCURRENCE AND NON-CONCURRENCE					
AIMS	**GOALS**	**REASONS FOR NONCONCURRENCE**	**PROGRESS**	**RECOMMENDATIONS**	**RESPONSE to be developed by the school board (information provided from departments that own the work)**
KINDERGARTEN READINESS	Increase the number of American Indian students/families in Early Childhood programs to be prepared and ready for Kindergarten. Increase knowledge of cultural differences/similarities of staff to have a safe beginning place for American Indian Students within DPS.	Lack of American Indian teachers/staff in the Early childhood level to provide ongoing culturally relevant support to families and students. {Approximately 2 known teachers of color.) Lack of culturally relevant curriculum.	Oshki-Inwewin was implemented this Fall. We currently have 17 American Indian students participating in this program. We have 2 staff who Identify as American Indians working within Oshki-Inwewin.	Continue to train all staff on culturally inclusive strategies to ensure Early Childhood programs are providing culturally relevant programming. Look at hiring practices and recruitment with Headstart and Human Resources. Integrate culture and language throughout Headstart programs beyond Oshki-Inwewin.	We partnered with Every Child Ready Duluth (Duluth Public Library) to provide training by Anton Treuer, Navigating Positive Identity Development and Cultural Diversity with Young Learners to not only ISD 709 staff, but private childcare and preschools as well. We have reached out personally to Fond du Lac Head Start when we have had openings, to help us spread the word. We will be sharing simple phrases for all classrooms to use in the 2022-2023 school year. The Preschool equity team has merged with the education equity advisory committee to de-silo preschool equity conversations and initiatives in our community. American Indian students were one of the highest achieving students. The Office of Education Equity and the Diverse Recruitment Retention team will serve on Elementary School spring 2022 applicant pool interviews.
READ WELL BY GRADE THREE	Increase the number of American Indian students to reading at grade level by third grade. Increase culturally appropriate resources/references in the curriculum so our students see themselves in school/curriculum.	American Indian students still continue to score low on reading assessments. Average reading proficiency from 2015/16-2018/19 is 40.49% reading proficiency. Less than 50% of our American Indian Students are proficient in reading.	Curriculum Department purchased books for the Misaabekong Ojibwe Immersion program. ELA content specialist selected indigenous-focused books that were tied to Wonders curriculum and distributed them to K-5 teachers. (Note: Some of those books were purchased by the AIE program)	Address cultural inadequacies in the intervention model and or develop a tiered system of support that reflects the cultural needs of American Indian students. Train content specialists on culturally specific curriculum resources and provide those resources to teachers/students.	This fall, books were distributed to the elementary schools that were published by grassroots Indigenous publishers for school libraries. Additional books were distributed to classroom teachers K-5 during the 2020-21 school year. Dale is working with the Wonders Committee through our ELA content specialists. They were working in 2020-21 on identifying a list of American Indian texts for the wonders units and examining resources to address cultural objections and misconceptions. Integration Specialists, who work with protected class students, are working to connect diverse students and families to academic support interventions such as tutoring and after-school programs. Duluth media specialist teachers will be sorting school library collections in summer 2022 and summer 2023. They will be assessing the collection and removing any materials that are not culturally appropriate or outdated. The next step would be intentionally adding new culturally specific selections. We have an Achievement & Integration strategy to provide culturally relevant intervention and curricular materials to students at Myers Wilkins. At our Immersion school through the A&I plan, we have cultural immersion paraprofessionals working within those classrooms to support the academic needs of our immersion program students.
CLOSING THE ACHIEVEMENT GAP	Increase American Indian Student Achievement	American Indian students continue to score low on Math assesments. Average for AI students 2015/16-2020-21 is 27.1% Math Proficiency. This does include the SY 2019/20 where testing was waived by the state.	AIE program coordinator has been working with Elementary and Secondary Content Specialist and the PD coordinator on planning a Professional Development opprtunity for Math teachers and interventionists focused on Best Practices for American Indian students as well as an Indigenous focus. Antibias training was done district wide	Address cultural inadequacies in the intervention model and or develop a tiered system of support that reflects the cultural needs of American Indian students. Train content specialists on culturally specific curriculum resources and provide those resources to teachers/students.	Work has been conducted to re-establish the MTSS fravework and examine systemic constructs that may be barriers for American Indian Students. A district MTSS leadership committee was formed and has reviewed the forms and systems already in place. Planning for staff development is ongoing. The staff development coordinator position was created to focus more attention to the training needs of our staff. The coordinator has been working with all members of TLE, the mentorship program, and the DFT Teacher Development program to create opportunities for staff.

	Increase American Indian Student Achievement	American Indian students continue to score low on Reading assessments. The average for AI students 2015/16- 2020-21 is 33.1% Reading Proficiency. This does include the SY 2019/20 where testing was waived by the state.	ELA specialist worked with the Coordinator of AIE and OEE to identify culturally appropriate books for teachers to utilize. Antibias training was done district-wide.	Address cultural inadequacies in the intervention model and or develop a tiered system of support that reflects the cultural needs of American Indian students. Train content specialists on culturally specific curriculum resources and provide those resources to teachers/students.	Work has been conducted to re-establish the MTSS framework and examine systemic constructs that may be barriers for American Indian Students. A district MTSS leadership committee was formed and has reviewed the forms and systems already in place. Planning for staff development is ongoing. The staff development coordinator position was created to focus more attention on the training needs of our staff. The coordinator has been working with all members of TLE, the mentorship program, and the DFT Teacher Development program to create opportunities for staff. The Office of Education Equity, through an Achievement & Integration strategy, provides culturally relevant intervention and curricular material to students at Myers Wilkins to ensure students, teachers and classrooms have access to culturally relevant learning materials
	Make sure all teachers are aware of, knowledgeable, and teach the American Indian State Standards	Non-inclusive or inappropriate curriculum on American Indians. Not all teachers are teaching (and/or may not be aware of) American Indian State Standards	American Indian-focused State Standards have been shared with Content Specialists.	Continue the work of American Indian-focused State Standards implementation that began in 2018. Bring awareness to teachers through content area meetings on the American Indian-focused state standards and tie resources and training to teachers. Work with the AIHSL in this process, they are a great resource.	The curriculum specialists meet regularly with the content specialists to address the implementation of the MN state standards. Embedded within the standards are identified American Indian specific standards. This has been shared at monthly content specialist meetings. Teams working on the curriculum review cycle examine the standards and our resources. Curriculum specialists work to ensure that diverse groups are included in the review process as materials and resources are selected. The Office of Education Equity, in collaboration with the Indian Education Department, contracted with local Anishinaabe expert, Blair Powless to build lessons around Historiography and issues in the conceptualization of Native Peoples and to work with our highschools to incorporate these lessons into our social studies curriculum. The curriculuml being taught in these lessons are built to align with the MN Social Studies Standards around American Indian Education (9.1.5.10.1-9.4.4.22.8) and MN English Language Arts State Standards around American Indian Education (9.9.1.1-11.12.6.6). This project kicked on during the 2021-2022 school year and will expand going into the 2022-2023 school year.
GRADUATION	Raise Graduation rates for American Indian students	All students reach 85% graduation rate by 2020	American Indian students garaduation rate is currently at ___ which they did not meet the District gaol.	Identify and begin implementation of specific culturally responsive strategies and instruction focusing on meeting the unique educational or culturally needs of American Indian Students. Utilize the four components of CARE, Culture, Achievement, Resilience, Engagement. Focus on the culture of the school. Provide a survey to AI families on what they think the district should do for their students to help them meet the requirements for graduation and keep them engaged in school.	For students to be successful in school, they must attend and engage in school. The most state accountability data for the Duluth Public Schools indicates that 39% of American Indian students meet the federal definition of chronically absent. In the summer of 2021, the district applied for external grant funds to support expanding an evidence-based intervention that specifically addresses student engagement - Check & Connect. Check & Connect was built on components and core elements which transcend cultural, racial, language, economic, and ability variables. Both internal and external data show that Check & Connect leads to increased credit accrual, persistence rates, and graduation rates; and reduced absences, drop out rates, and behavior referrals. For information on the research behind Check & Connect, visit Selected Findings from Check & Connect Research Studies. The Office of Education Equity has 11 Integration Specialists working with protected class students with a goal to develop college and career readiness plans through a Personal Learning Plan for all rostered students.

OTHER ITEMS	Increase staff and student knowledge of American Indians original to the area.	Lack of cultural awareness and history of local tribes such as Ojibwe and Dakota. Also lack of understanding of why there is an American Indian Education Department.	No progress	Provide an American Indian Curriculum Specialist or Instructional Coach.	The Office of Education Equity has been working with the Minnesota Humanities Center to provide the Misaabekong Learning From Place project. This roll-out had been delayed due to the pandemic and is scheduled to take place with staff in June 2022. Additional training and opportunities would be welcomed. The staff development coordinator has been working with all departments and the district committee to provide opportunities. The Office of Education Equity, in collaboration with the Indian Education Department, contracted with local Anishinaabe expert, Blair Powless to build lessons around Historiography and issues in the conceptualization of Native Peoples and to work with our high schools to incorporate these lessons into our social studies curriculum. The curriculum taught in these lessons is built to align with the MN Social Studies Standards around American Indian Education (9.1.5.10.1-9.4.4.22.8) and MN English Language Arts State Standards around American Indian Education (9.9.1.1-11.12.6.6). This project kicked on during the 2021-2022 school year and will expand going into the 2022-2023 school year.
	Prioritize General Fund Spending to Instruction and Support of Students in regards to American Indian education	Lack of support for American Indian programming. Lack of Tribal consultation with the AIPAC on the ARP funding or any other Covid dollars that require Tribal Consultation with the AIPAC.	General Fund supports 3 MIsaabekong teachers and .5 Ojibwe language paraprofessionals to help at the Middle and High school Ojibwe language classes.	Have a meaningful Tribal Consultation with the AIPAC. Be transparent on where the ARP dollars have been spent. Make sure the CFO and Finance department understand the funding sources of the AI Education department and HOW the dollars can and should be spent.	We continue to examine our budgeting processes to ensure that resources are aligned with strategic priorities. This is an area in which the district had previously shifted $40,000 to be used out of programmatic budgets rather than the general budget. We will reexamine this in the coming budget cycle.

HR / Business Services Committee
Duluth Public Schools, ISD 709
Agenda
Monday, August 8, 2022
United Health Group (UHG)
4316 Rice Lake Rd
Suite 108
Duluth, MN 55811
4:30 PM

1. **Guest Presentations for this Meeting - None**
2. **Department Reports**
   - A. **Human Resources**
     - 1) HR Monthly Department Summary Report 3
   - B. **Business Services**
     - 1) Finance Department Report - Verbal
     - 2) Enrollment Report - None (Reports will resume in October 2022)
     - 3) Child Nutrition Department Report 5
       - a. Child Nutrition Student Meal Price Increases 6
     - 4) Facilities Department Report 7
     - 5) Technology Department Report 8
     - 6) Transportation Department Report 9
3. **Recommended Resolutions**
   - A. HR-8-22-3905 - DDWIAA Union Contract - PLACEHOLDER 10
   - B. HR-8-22-3912 - Employment of a School Board Member by the District 11
   - C. B-8-22-3913 - Resolution Authorizing a Development Agreement with DEDA to preserve the opportunity for the future creation of a TIF Redevelopment District 13
   - D. B-8-22-3914 - Acceptance of Donations to Duluth Public Schools 14
4. **Consent Agenda**
   - A. HR Staffing Report 16
     - 1) Job Description for Executive Director of Finance and Business Services 18
     - 2) Job Description for Executive Director of Human Resources and Operations 22
     - 3) Approval of Individual Interim Contract for Executive Director of Finance and Business Services, Simone Zunich - PLACEHOLDER - Attachment pending
     - 4) Approval of Individual Interim Contract for Executive Director of Human Resources and Operations, Theresa Severance - PLACEHOLDER - Attachment pending
   - B. Finances
     - 1) Financial Report - July financials will be provided at a later date (after audited)

2) Approval of Interim Executive Director of Human Resources and Operations, Theresa Severance, to approve invoices for HR not to exceed $25,000, an increase from $5,000
3) Approval of Assistant Superintendent, Anthony Bonds, to approve TLE/Curriculum invoices and purchases not to exceed $50,000, an increase from $25,000
4) Approval of Interim Executive Director of Finance and Business Services, Simone Zunich, to approve and sign contracts not to exceed $100,000, an increase from $1,000
5) Fundraisers - None

C. Bids, RFPs, and Quotes - None
D. Contracts, Change Orders and Leases
1) Contract - Duluth Area Family YMCA Proposal for ISD 709 ESSER Funds 27
2) Lease - Northwoods Merritt Creek 2022-2025 31
3) City of Duluth School Resource Officer (SRO) - PLACEHOLDER

5. **Miscellaneous Informational Items (no action required)**
A. District Properties Update 40
B. Expenditure Contracts 45
C. No Cost Contracts 186
D. Revenue Contracts - None
E. Grant Applications 194

Human Resources Report Summary
August 2022 Activities

1) **Staffing Updates:**
Number of staffing changes Received by HR during the month of July. This is a summary of the consent agenda.

	Certified	**Non-Certified**
# New Hires	1	0
# Retirements	0	1
# Resignations	1	7
# Leave of Absences	3	1

2) **HR Department Updates:**

The Human Resources Team is working through the implementation for Teachers on Call and are hoping to have their services live by the start of the 2022-2023 school year. Email notices have been sent to District teacher and paraprofessional substitutes and will also send out letters via USPS regarding the transition and providing FAQs about the process they should follow. Teachers on Call will be doing training with principals and site clerical staff in late August.

The Human Resources Department started using an electronic background checking service, Trusted Employees, in late July. We have already experienced excellent service and a quick turn-around for processing. With this new service, we will no longer be charging volunteers to process their background checks.

The Human Resources team interviewed for the Benefits Coordinator position on August 4, 2022. We hope to extend an offer of employment to a candidate by August 10, 2022. Interviews for an additional Payroll and HRIS Specialist on August 10, 2022. We received a good pool of very qualified candidates for the position.

3) **Benefits Updates**:

Our Benefits Assistant, Kinsey Klasnich, continues to process benefit changes, COBRA paperwork and 22-23 leaves of absences among other duties while we work to hire the Benefits Coordinator. She is gearing up for new hire orientation and enrollments as the new school year approaches.

4) Hiring Updates:

Through 08/05/2022, we have posted 201 Certified positions for the 2022-23 school year. Of those postings, we have extended offers to 168.

Through 08/05/2022, we have posted 110 Paraprofessional positions for the 2022-23 school year. Of those postings, we have extended offers to 80.

Current Openings as of August 4, 2020:

Licensed:

Teachers, District Wide (2)

Teachers, Elementary (4)

Teachers, High School (8)

Teachers, Middle School (2)

Teachers, Special Education (2)

Non-Licensed:

Activities/Athletics (1)

Administration (2)

Administrative/Management (2)

Clerical (3)

Food Service (21)

Maintenance/Transportation (1)

Non Licensed - Substitute (4)

Paraprofessional-Interpreter (1)

Paraprofessionals (23)

Technology (1)

5) Contract Negotiations:

The DDWIAA bargaining unit approved their contract which will be brought for Board approval this month.

The last contract to be settled is the National Conference of Fireman and Oilers. Mediation with this group was held on July 20, 2022, with more than ½ of their negotiating team not present. The main issues still open included the addition of a Field Engineer position, vacation and sick leave accrual process, minimum work hours for bus drivers, and wages. The session ended at 11:30 p.m. with the District requesting a vote from the bargaining unit on our final proposal. We are hopeful that the unit will set a date for voting in August.

Child Nutrition Report
July 2022

Meals and Food Production Activity: Summer Meals—June 2022

	Jun-22												
Monthly Report		2022		Serving Days:									
Meal counts			Breakfast								Lunch		
`					Summer	Daily Ave						Summer	Daily Ave
	6/20/2022	6/27/2022			TOTAL		20-Jun	27-Jun				TOTAL	
Lincoln Park	34	66			100	11	44	75				119	13
Lowell	420	304			724	80	432	355				787	87
Macwest bags	40	40			80	9	246	151				397	44
Macwest In School	271	181			452	50	333	299				632	70
Myers-Wilkins	116	9			125	14	152	126				278	31
Piedmont	70	79			149	17	250	213				463	51
Stowe	39	49			88	10	151	169				320	36
Heritage Boys and Gir	0	0			0	0	125	125				250	28
Lincoln Boys and girls	0	0			0	0	131	122				253	28
Aicho	30	55			85	9	131	109				240	27
Rockridge	60	60			120	13	100	60				160	18
Center City	50	0			50	6	150	120				270	30
Neighborhood youth	0	30			30	3	0	60				60	7
average per day	223					219							
TOTALS	1130	873	0	0	2003		1864	1984	0	0	0	4229	

Work being done preparing for School Year 22-23

- **Interviews and searching for job applicants**
- **Switching from Bimbo's Bakery to Pan O Gold (as per outcome of Bread Bid 2022)**
- **Menus re- worked to recognize products that are unobtainable at this time**
- **Began free and reduce lunch applications for the new year, encouraging all to apply.**
- **Began refining Student Computer check in processes as we transition back to paid meals**

CHLD NUTRITION MEMORANDUM

To: Catherine Erickson, CFO/Executive Director of Business Services

From: Sheila Oak, DTR, Supervisor of Child Nutrition

Date: June 16, 2022

Re: Student Lunch Meal Price Increase

Due to the Healthy Hunger-Free Kids Act of 2010, signed into law December 2010, requiring schools to charge students of paid meals at a price that is on average, equal to the difference between the federal free meal reimbursements and any state reimbursements, and paid meal reimbursements. Schools that currently charge less are required to gradually increase their prices over time until they meet the requirement. Because our current lunch price does not meet the paid lunch equity price ($3.31), we are required to increase our lunch price by ten cents for the 2022-2023 School Year.

Current Paid Lunch Prices
Elementary $2.60
Secondary $2.85

Proposed Paid Lunch Prices
Elementary $2.70
Secondary $2.95

Facilities Management & Capital Project Status Report
July 2022

Facilities Management – Maintenance and Operations - General

- In the past month, the Facilities maintenance crews have completed 126 work orders and are currently working on 217 open work orders.

Capital Construction

- Denfeld tower work is progressing well with one side done and working on the second side.
- The Congdon Park window replacement project is ¾ done and looking good!
- New Denfeld SPED bathroom construction has begun, but won't be finished until October..

- **Ongoing Discussion with Legal Representation**
  - ➢ PSS Track Lane 1 Ponding Remediation is now at the bonding agent.

- **Construction Tasks "On The Hill"**
  - ➢ Final tasks are ongoing in the existing Facilities building which is close to complete.
  - ➢ Precast and steel is going up at the DSC and Transportation Building.

Building Operations

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- Operations staff have been performing an excellent job with summer cleaning, and the buildings are looking good.
- There are 17 vacancies in the custodial operations ranks that we are working hard to fill.

Health, Safety & Environmental Management

- Smoke alarm and Sprinkler inspections under way
- Arranged for Alice training for school leadership prior to new school year
- Arranged for a chemical audit and SDS update in August
- Updated ERCM appendices on Emergency management webpage. Added individual appendix documents to the webpage.
- Progress on updating blood borne pathogens and employee right to know written programs

Workers' Compensation Activities

July 2022

- First report of incidents:---------- 3
- OSHA recordable incidents:---------- 1
- Days away from work:---------- 0
- Days of restricted work:---------- 33

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

- First report of incidents:---------- 100
- OSHA recordable incidents:---------- 20
- Days away from work:---------- 123
- Days of restricted work:---------- 338

Technology Department - July Report (7/1 - 7/28)

- **Cybersecurity**
  - Google Security
    - Gmail
      - 426K Emails Messages Accepted/Delivered
        - 443K were identified as Spam
        - 1.5K were identified as Phishing
        - 4.2K were identified as Spoofing
        - 0 emails were identified as Malware
    - Account Information
      - 6,315 Active Accounts (Accounts for students under 13 get disabled until we get parental consent)
      - 21.46TB of storage
      - 419.6K Files shared externally
      - 32 Suspicious login attempts
      - 1.5K Failed user login attempts
      - Data Loss Prevention (DLP) policy
        - 95 High Severity Incidents that were blocked

- **E-Rate RFP/Bid**
  - None at this time
  - Near future
    - Data Center Co-location services. Currently Involta
    - E-Rate Network Switches, district wide

- **Technology Help Desk Tickets (6/1 - 6/28)**
  - 223 New Technology Support Tickets Created (32%)
  - 211 Tickets were resolved (34%)
  - 589 Tickets remain unresolved (1%)
    - 288 Unresolved tickets for Chromebook repairs (Last month 306)
  - 23h 15m Average 1st response time (45%)
  - 170h 1m Average resolution time (201%)

- **Projects**
  - Continued work on the installation of the new Dell Precision Workstations for the two FabLabs and the Graphic Arts Lab at the two high schools. The new systems will be upgraded from their 5 year old systems.
  - Continued work on the Installation of the new Dell Optiplex 3090 desktop systems across the district. We are upgrading Dell Optiplex roughly half of our 8-10 year old systems
  - Continued work on the Windows 10 systems imaging across the district to meet our Cyber Insurance Policy requirements.

Transportation Report
July 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 clock is ticking! The rollover to the new school year is currently underway as we continue to plan for 2022-2023 bussing.

The Transportation department uses Versatrans as its student transportation software. The department is busy building and/or updating about 434 routes and coordinating with Voyageur. We are building and implementing summer routing in coordination with program leaders (ESY, Excel, Day Treatments etc.) We are still waiting on some programs to get us information so we can build those routes. There are *many* updates daily.

- 14 trips in July, 2022
- 30 scheduled so far for August, 2022

During the planning process, it was discovered that we will start the school year with at least three drivers down. There have been no recently hired drivers. COVID continues to be a concern, due to quarantine time.

In terms of COVID response, drivers have access to a Hudson sprayer with Virex to be used between routes for disinfection. Additionally, they have alcohol wipes for their own disinfection purposes. All drivers have access to two electrostatic sprayers as well.

ELDT is still and will likely continue to be troublesome for some time.

A recent OSHA inspection found problem with stairs and we have had them removed.

The Transportation Department is still waiting on one engine replacement. We anticipate the upcoming approval of two buses as the order has been received by the vendor. We also plan to implement Transversa for routing in November – December.

Maintenance on non-transportation vehicles “under 5” has begun. The department recently completed maintenance on four non-transportation vehicles. Routine general bus maintenance is ongoing (wiring/electrical, brakes, stop arms, belts, etc.). A&B scheduled maintenance inspection continues as well. Preps are underway for a State inspection coming early August (9th and 10th).

The average fleet age is 7.2 years. Current average mileage is 71,032 (goal is 50,000 – 60,000).

R E S O L U T I O N

Duluth District-Wide Instructional Administrators' Association Bargaining Agreement

RESOLVED, By the School Board of Independent School District 709, St. Louis County, Minnesota, that the Collective Bargaining Agreement between Independent School District 709 and Duluth District-Wide Instructional Administrators' Association Bargaining Agreement, a summary of which is in the hands of all School Board members, be approved and adopted for the period July 1, 2021 to June 30, 2023, inclusive, and that the Chairperson and Clerk of the School Board be hereby authorized to execute said Agreement on behalf of the School District.

**PLACEHOLDER

RESOLUTION

Employment of a School Board Member by the District

WHEREAS, the School Board member(s) below are/will be employed by the Duluth Public Schools during their service as a School Board member, and

WHEREAS, Minnesota Statute 123B.195 Board Member's Right to Employment requires that the member receive a majority approval by the School Board to be initially employed or to continue in employment at a meeting at which all board members are present, and

WHEREAS, Minnesota Statute 123B.195 Board Member's right to Employment states that the employment relationship will not exceed $20,000 in a fiscal year, excluding compensation for being a School Board member,

BE IT RESOLVED, that the School Board authorize the employment of the following School Board members as listed, not to exceed $20,000 in a fiscal year.

BOARD MEMBER	TIME FRAME
Jill Lofald	July 2022 - June 2023
Alanna Oswald	July 2022 - June 2023
Paul Sandholm	July 2022 - June 2023

Resolution #HR-8-22-3912
August 16, 2022

CHAPTER 78--S.F.No. 3107

An act relating to education; increasing maximum earnings for school board members employed by a school district; amending Minnesota Statutes 2020, section 123B.195.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:

Section 1. Minnesota Statutes 2020, section 123B.195, is amended to read:

123B.195 BOARD MEMBERS' RIGHT TO EMPLOYMENT.

Notwithstanding section 471.88, subdivision 5, a school board member may be newly employed or may continue to be employed by a school district as an employee only if there is a reasonable expectation at the beginning of the fiscal year or at the time the contract is entered into or extended that the amount to be earned by that officer under that contract or employment relationship will not exceed ~~$8,000~~ $20,000 in that fiscal year. Notwithstanding section 122A.40 or 122A.41 or other law, if the officer does not receive majority approval to be initially employed or to continue in employment at a meeting at which all board members are present, that employment is immediately terminated and that officer has no further rights to employment while serving as a school board member in the district.

EFFECTIVE DATE. This section is effective July 1, 2022.

Presented to the governor May 21, 2022

Signed by the governor May 22, 2022, 3:43 p.m.

R E S O L U T I O N

AUTHORIZING A DEVELOPMENT AGREEMENT WITH THE DULUTH ECONOMIC DEVELOPMENT AUTHORITY REGARDING CENTRAL ON THE HILL PROPERTY PROPOSED TAX INCREMENT DISTRICT

WHEREAS, the School District in the process of selling the Central on the Hill property; and

WHEREAS, the District Administrator has been working with the Duluth Economic Development Authority ("DEDA") to preserve the option for a purchaser of the Central on the Hill property to request, at a future date, the creation of a Redevelopment Tax Increment District to potentially provide incentives to encourage the redevelopment of such property; and

WHEREAS, DEDA officials and District Administration have negotiated a Development Agreement, the form of which has been provided to the School Board (the "Development Agreement") for the purpose of preserving the opportunity to create such tax increment district at a future date and permitting the demolition of the Central High School building on the hill this fall.

NOW, THEREFORE, Be It Resolved, the School Board of Independent School District No. 709 (Duluth) hereby approves the Development Agreement and authorizes the School Board Chair and the Clerk to execute the Development Agreement and all other documents required for implementing the terms and conditions of the Development Agreement.

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
Lester Park ES	Maurices	$200.00		
Denfeld HS	Anonymous	$1,345.00	Check and Connect	
Denfeld HS	Barbara Lipinski	$100.00	Check and Connect Grad Party	
Denfeld HS	Cortez T. Ham & Stephanie Ham	$2,000.00	Football	
Stowe ES	Stowe PTA	$1,000.00	5th Grade Wolf Ridge Trip	
Stowe ES	Stowe Foundation	$150.00	Bus for 3rd Grade Field Trip	
Laura MacArthur ES	Resource Training & Solutions - Erin Engness	$1,000.00	PBIS Grant Voucher #67666 - Shane Johnson - Laura MacArthur	To be used for PBIS funds at Laura MacArthur, it is a mini grant awarded to our PBIS team.
Lincoln Park MS	Sara Hendrickx	$4,860.00	8th Grade Vista Trip	
Lincoln Park MS	Concert Audience	199.19	Choir	Choir Concert Donations
Lincoln Park MS	Essentia Heath	$30.00	Food Pantry	3 $10 gift cards for our food pantry. The donor works for Essentia Health
Lincoln Park MS	David Somppi	$60.00	8th Grade Fund	
Lowell ES	Geoffrey A. Witrak	In-Kind	For Lowell teachers to support instruction and classroom culture	A very generous donor has donated many items from a school wish list and plans to be an ongoing donor and partner with the school.

East HS	Michael Geraci	$500 Drum Set	East Band Department	
East HS	Lakehead Racing Association	$415	Skills USA	The original check was for $1550 and the cost of tumblers was $1135, the remaining money was considered a donation for the Skills USA Club.
PT Department	Melissa Hassebrock	In-Kind		Leckey Horizon Stander 2 was donated by a student's family as the student no longer can use it at home. This stander is in great condition with all needed parts and is ready for student use in our district. The value of this stander if purchased brand new is roughly $7,000-8,000.

HUMAN RESOURCES ACTION ITEMS FOR : AUGUST 16,2022

CERT APPT	POSITION	EFFECTIVE DATES	
JOHNSTON, DAN L	SPEC ED EBD TCHR/EAST, (MA+30)	8/29/2022	6/09/2023

CERT EXTENSION	POSITION	EFFECTIVE DATES	
ANDERSON, LISA K	SPEC ED PARAPROFESSIONAL/PIEDMONT	07/12/2022	
AUSTIN, ALEXANDRA E	READING INTERVENTIONIST/ORDEAN EAST	08/30/2022	02/28/2023
BAHEN, FRANK J	ESY SPEC ED PARA/DW, $17.77/HR	07/22/2022	08/18/2022
BARRATT, KATHLEEN J	ERSEA COORD/UGH, NOT TO EXCEED 80 HRS	07/25/2022	08/18/2022
BISHOP, LINNEA L	ABE/UHG, NOT TO EXCEED 180 HRS	06/13/2022	07/22/2022
BOBBE, JOHN M	DIGITAL INNOV SPEC/UHG, NOT TO EXCEED 120 HRS	06/13/2022	06/30/2022
BONTEMS, LACY V	ESY SPEC ED PARA/LINCOLN PARK, $17.77/HR	07/22/2022	08/18/2022
BRADLEY, JESSICA K	SOCIAL WORKER/PIEDMONT	05/23/2022	10/31/2022
BROWN, PAULA	TCHR/MERRITT CREEK, NOT TO EXCEED 109 HRS	06/13/2022	07/15/2022
CARIVEAU, CHRISTINA A	ESY/DHH TCHR/DW, NOT TO EXCEED 43 HRS	07/22/2022	08/05/2022
CASTELLANO, PATRICIA A	ABE TCHR/DAE, NOT TO EXCEED 40 HRS	06/13/2022	07/22/2022
CAWCUTT, ANNA T	CURRICULUM/UHG, NOT TO EXCEED 120 HRS	06/13/2022	06/30/2022
CRANE, REBECCA E	ESY/EARLY CHILDHOOD TOSA, NOT TO EXCEED 200 HRS	06/13/2022	08/26/2022
DAHL, CAROL M	TCHR/MERRITT CREEK, NOT TO EXCEED 109 HRS	06/13/2022	07/15/2022
DALBACKA, JILL M	HOURLY BOOKROOM/CURRICULUM	06/30/2022	
DALBEC, SHARON M	SPEC ED/MERRITT CREEK, NOT TO EXCEED 70 HRS	06/13/2022	07/15/2022
DANIELSON, KATIE E	FAMILES IN TRANSITION/UHG, NOT TO EXCEED 320 HRS	07/01/2022	08/29/2022
DURFEE, CHRISTOPHER S	TITLE GRANT REPORTING/UHG, NOT TO EXCEED 40 HRS	06/13/2022	08/06/2022
EDWARDS, KATHLEEN A	ABE TCHR/DAE, NOT TO EXCEED 80 HRS	06/13/2022	07/22/2022
ERICKSON, ASHLEY L	SPEC ED PARA ESY/LAURA MACARTHUR, $17.77/HR	07/22/2022	08/18/2022
ERICKSON, CATHERINE A	CHIEF FINANCIAL OFFICER/UHG	10/05/2022	
FELDHAKE, MARY J	PRE-K/LOWELL, NOT TO EXCEED 80 HRS	07/25/2022	08/18/2022
FINSTAD, CINDY C	SPEC ED/CHESTER CREEK, NOT TO EXCEED 109 HRS	06/13/2022	07/15/2022
FOUTS, PAMELA J	SPEC ED PARA//MERRIT CREEK, NOT TO EXCEED 95 HRS	06/13/2022	07/15/2022
FRANKLIN, DANIEL N	ESY SPEC ED PARA/LINCOLN PARK, $17.77/HR	07/22/2022	08/18/2022
GAMACHE, REBECCA L	PRE SCHOOL ED COORD/UHG, NOT TO EXCEED 40 HRS	08/22/2022	08/26/2022
GODFREY, BEVERLY J	ABE TCHR/DAE, NOT TO EXCEED 100 HRS	06/13/2022	08/26/2022
GOLDFINE, BRENDA L	ESY/EARLY CHILDHOOD, NOT TO EXCEED 5 HRS	06/13/2022	08/26/2022
GOLDFINE, BRENDA L	PRES-SCHOOL TCHR/LOWELL, NOT TO EXCEED 80 HRS	07/25/2022	08/18/2022
GRANMO, SHERYL A	SPEC ED TCHR/MERRITT CREEK, NOT TO EXCEED 109 HRS	06/13/2022	07/15/2022
GRENIGER, JODY L	ABE TCHR/DAE, NOT TO EXCEED 300 HRS	06/13/2022	08/26/2022
GUDDECK, JULIE K	ESY/EARLY CHILDHOOD, NOT TO EXCEED 43 HRS	07/25/2022	08/05/2022
GUNDERSON, JOHN L	ENGINEER II/EAST	08/02/2022	
HARVICK, HEATHER D	STAFF DEVELOPMENT/UGH, NOT TO EXCEED 140 HRS	06/13/2022	08/26/2022
HINTSALA, JACOB A	PRINC/ROCKRIDGE, NOT TO EXCEED 80 HRS	07/01/2022	07/15/2022
HOLT, KELSEY R	ELA CONTENT SPEC/UHG, NOT TO EXCEED 35 HRS	06/13/2022	06/30/2022
HOPPE, ASHLEY M	SPEC ED TCHR/ROCKRIDGE, NOT TO EXCEED 109 HRS	06/13/2022	07/15/2022
HUTTEL, TERRI L	SPEC ED INTERVENTIONIST/LINCOLN PARK	06/10/2022	
JESSICO, SUSAN R	ABE TCHR/DAE, NOT TO EXCEED 40 HRS	06/13/2022	07/22/2022
JONES, GREG L	STAFF DEVELOPMENT/UHG, NOT TO EXCEED 20 HRS	07/11/2022	08/26/2022
JUBENVILLE, JAMES C	SPEC ED TCHR/MERRITT CREEK, NOT TO EXCEED 60 HRS	07/01/2022	07/15/2022
KELLEY, MELISSA L	CURRICULUM TCHR/UHG, NOT TO EXCEED 25 HRS	06/13/2022	06/30/2022
KENNEDY, GRACE M	SPEC ED TCHR/MERRITT CREEK, NOT TO EXCEED 109 HRS	06/13/2022	07/15/2022
KEROLA, WILLIAM G	SPEC ED TCHR/MERRITT CREEK, NOT TO EXCEED 109 HRS	06/13/2022	07/15/2022
KESTI, SHAREN B	SPEC ED PARA/CHESTER CREEK, NOT TO EXCEED 95 HRS	06/13/2022	07/15/2022
KLEFFMAN, LAURA M	OCCUPATIONAL THERAPIST/DISTRICT WIDE	08/26/2022	
KOLQUIST, JULIE A	TCHR/MERRITT CREEK, NOT TO EXCEED 109 HRS	06/13/2022	07/15/2022
KUMEROW, NICKY C	ESY/EARLY CHILDHOOD, NOT TO EXCEED 15 HRS	06/13/2022	08/26/2022
LAFONTAINE, LAURA J	CURRICULUM HLTH/UHG, NOT TO EXCEED 80 HRS	06/13/2022	06/30/2022
LINDBERG, TIM C	ESY/WORK EXPERIENCE COORD/INSTRUCTOR, NOT TO EXCEED 30	06/13/2022	08/26/2022
LINDEMANN, ANNA C	ESY SPEC ED PARA/LINCOLN PARK, 17.77/HR	07/22/2022	08/18/2022
LIPPITT, MARTHA L	ESY/COORDINATOR, CPI, STAFF DEV, NOT TO EXCEED 300 HRS	06/13/2022	08/26/2022
MARCESKI, TERRI LEE	OFF SUPP SPEC/MERRITT CREEK, NOT TO EXCEED 80 HRS	07/01/2022	07/15/2022
MCDEVITT, MATTHEW L	SPEC ED PARA/MERRIT CREEK, NOT TO EXCEED 55 HRS	06/13/2022	07/15/2022
MCNULTY, JOHN J	UTILITY II/DISTRICT WIDE	06/17/2022	06/30/2022
MORLANG, SHILO R	TECHNOLOGY SUPPORT/SPECIAL SERVICES, NOT TO EXCEED 200 I	06/13/2022	08/26/2022
OLSON, CASEY C	ESY SPEC ED PARA/LINCOLN PARK, $17.77/HR	07/22/2022	08/18/2022
OLSON, JOSEPH J	SPEC ED PARA/MERRITT CREEK, NOT TO EXCEED 95 HRS	06/13/2022	07/15/2022
OLSON, MOIRA R	ELEM TCHR/ CHESTER CREEK, NOT TO EXCEED 109 HRS	06/13/2022	07/15/2022
PANFIL, ANNETTE L	OSS/CHESTER CREEK, NOT TO EXCEED 80 HRS	07/01/2022	07/15/2022
PAQUETTE, BARBARA A	MATH TCHR/MERRITT CREEK, NOT TO EXCEED 109 HRS	06/13/2022	07/15/2022
PAWLIKOWSKI, BETTY K	SPEC ED TCHR/ARROWHEAD, NOT TO EXCEED 109 HRS	06/13/2022	07/15/2022

PEARSON, TOM R	ACTIVITY DIRECTOR/DENFELD, NOT TO EXCEED 160 HRS	07/01/2022	06/30/2023

CERT LEAVE	POSITION	EFFECTIVE DATES	
PELKEY, KAYLEE J	E-SQUARED/ADMIN, NOT TO EXCEED 15 HRS	06/13/2022	06/30/2022
PERTTULA, MARY K	ELEM TCHR/PIEDMONT, NOT TO EXCEED 109 HRS	06/13/2022	07/15/2022
PETERSMEYER, ANNETTE K	SPEC ED TCHR/ROCKRIDGE, NOT TO EXCEED 109 HRS	06/13/2022	07/15/2022

CERT RESIGNATION	POSITION	EFFECTIVE DATES	
PUGLISI, ANTHONY J	ELEMENTARY MUSIC SPECIALIST/HOMECROFT, LESTER PARK	06/10/2022	

NON CERT EXTENSION	POSITION	EFFECTIVE DATES	
SCHEUFELI, KATIE M	PRE SCHOOL COORD/UHG, NOT TO EXCEED 80 HRS	08/22/2022	08/26/2022
SCHMIDT, SUSAN R	CURRICULUM SOC STUDIES/UHG, NOT TO EXCEED 40 HRS	06/13/2022	07/01/2022
SHELDON, DARREN C	FED PROG SUPV/DW, NOT TO EXCEED 200 HRS	07/01/2022	08/12/2022
SMITH, NATHAN D	OEE COORDINATOR/DW, NOT TO EXCEED 120 HRS	07/01/2022	07/29/2022
STARIHA, KRISTENE A	GRADE 3 TEACHER/PIEDMONT	08/30/2022	06/09/2023
TENG, IRA L	PRE SCHOOL COORD/UHG, NOT TO EXCEED 80 HRS	08/22/2022	08/26/2022
TOLAND, PAMELA K	OSSI/ABE	06/13/2022	07/22/2022
TRACY, VICTORIA M	ESY SPEC ED PARA/LINCOLN PARK, $17.77/HR	07/22/2022	08/18/2022
TRAVAGLIONE, ANNA B	ESY/EARLY CHILDHOOD, NOT TO EXCEED 87 HRS	07/25/2022	08/18/2022
TUOMINEN, BAILEY M	OFFICE SUPPORT SPEC SENIOR/LINCOLN PARK	07/12/2022	
TURNER, ROBERT T	ABE TCHR/ DAE, NOT TO EXCEED 120 HRS	06/13/2022	07/22/2022

NON CERT LEAVE	POSITION	EFFECTIVE DATES	
TYLLIA, RAE A	ABE TCHR/DAE, NOT TO EXCEED 40 HRS	06/13/2022	07/22/2022

NON CERT RESIGNATION	POSITION	EFFECTIVE DATES	
USELMAN, DALE L	CURRICULUM COORD/UHG, NOT TO EXCEED 120 HRS	06/13/2022	06/30/2022
WEIDT, SALLY J	DIGITAL INNOV COORD/UHG, NOT TO EXCEED 120 HRS	06/13/2022	06/30/2022
WIKSTROM, MICHELLE L	ESY/EARLY CHILDHOOD, NOT TO EXCEED 170 HRS	06/13/2022	08/26/2022
WILLIAMS, PAULA M	GUIDANCE COUNSELOR/ROCKRIDGE, NOT TO EXCEED 60 HRS	06/13/2022	07/15/2022
WILLIAMS, SHERYL A	PRE SCHOOL SUPV/UHG, NOT TO EXCEED 80 HRS	07/25/2022	08/18/2022
WITTMER, NANCY J	ELEM TCHR/CHESTER CREEK, NOT TO EXCEED 109 HRS	06/13/2022	07/15/2022
ZADDACK, AMBER L	ESY/EARLY CHILDHOOD/DHH, NOT TO EXCEED 13 HRS	06/13/2022	08/26/2022

NON CERT RETIREMENT	POSITION	EFFECTIVE DATES	
ZAMBORI, SARA L	ESY/EARLY CHILDHOOD/SPEECH LANGUAGE PATHOLOGIST	06/13/2022	08/26/2022

ISD 709 Duluth Public Schools

CLASSIFICATION DESCRIPTION
EXECUTIVE DIRECTOR OF FINANCE AND BUSINESS SERVICES

TITLE OF IMMEDIATE SUPERVISOR:	**DEPARTMENT:**	**FLSA STATUS:**
Superintendent of Schools	Business Services	Exempt
ACCOUNTABLE FOR (Job Titles): Finance Manager, Supervisor of Food Service, Transportation Manager, Business Services Liaison, Clerical Level D-EEA.		**PAY GRADE ASSIGNMENT:** Individual Employment Agreement

GENERAL SUMMARY OR PURPOSE OF JOB:

Acts as the lead financial advisor for the District, establishing District budget and financial policies and procedures. Provides oversight regarding the operations and the budget of business services, food service, transportation, finance, and purchasing functions. Provides financial information to the Board and the public. Performs financial analysis of District functions and recommends changes to maximize resource utilization. Provides for the treasury function, including cash flow, ensuring the District is liquid for accounts payable, payroll and cash-on-hand to meet day- to-day operations; invests surplus cash in order to maximize interest earnings.

DUTY NO.	**ESSENTIAL DUTIES:** (These duties are a representative sample; position assignments may vary.)	FRE-QUENCY
1.	Manages the Finance/Accounting, Purchasing, Transportation, and Food Service departments. Meets with supervisors and other staff members to discuss a variety of issues, including budget and operational issues.	Daily 20%
2.	Acts as the spokesperson for the District on financial matters to the Board, the public and the media on such issues as finances and budget and other issues as appropriate.	Weekly 15%
3.	Reviews and recommends policies regarding independent contractors and vendors.	Monthly 10%
4.	Reviews and approves the overall District budget*. Sets parameters by managing the entire budget process. Forecasts expenses, such as staff costs, as well as revenues. Performs student enrollment projections. Communicates with administrators and the Board of Education, throughout the budgeting process. *According to District and State timelines and requirements.	Quarterly 10%
5.	Oversee all functions of annual audit. Schedule and coordinate external District audit. Work cooperatively and effectively with the auditors of the District.	Annually 10%

CLASSIFICATION DESCRIPTION
EXECUTIVE DIRECTOR OF FINANCE AND BUSINESS SERVICES

6.	Develops, recommends and administers financial policies and procedures such as maintaining and updating the business and finance sections of the District's policy and procedures manual. Recommends changes in policy to the Board. Recommends waivers to policy, as appropriate.	Monthly 10%
7.	Performs financial analysis to maximize resource utilization. Reviews processes and makes recommendations for changes in those processes with goal of maximizing the efficiency of using all resources.	Monthly 10%
8.	Performs the District treasury function including cash management, investing, debt issuance and funding issues. Manages restructuring debt, especially bonds which are callable, reissued at lower rates; smoothes out fluctuations in debt payments.	Monthly 5%
8.	Participates in District-wide coordination of functions as a team member of the Superintendent's cabinet, regarding various District issues.	Weekly 5%
9.	Attend and participate in school board meetings.	Monthly 5%
10.	Coordinate risk management efforts in order to reasonably protect District assets from financial and catastrophic loss.	Monthly 5%
11.	Coordinate responses to public data requests ensuring adherence to Federal and State laws.	Monthly 5%
12.	Performs other duties of a comparable level and type.	As required.

Minimum Qualifications: *(necessary qualifications to gain entry into the job not preferred or desirable qualifications)*
Requires a minimum of a baccalaureate degree in business administration, accounting, finance or a closely-related field and at least five years of experience of prior related school district experience, governmental agency, or political subdivision, or an equivalent combination of education, training and/or experience necessary to successfully perform the essential functions of the work.

CERTIFICATION OR LICENSING REQUIREMENTS: (prior to job entry)
Certified Public Accountant (CPA) (Preferred) Certified Management Accountant (CMA) (Preferred) MASBO/ASBO Certification (Preferred)

CLASSIFICATION DESCRIPTION
EXECUTIVE DIRECTOR OF FINANCE AND BUSINESS SERVICES

KNOWLEDGE REQUIREMENTS: (Requires knowledge of)

- Generally-accepted accounting principles and practices
- School finance, especially statutes, laws, UFARS and formulas.
- Management principles, including supervision, evaluation, goal setting, and motivation.
- Investing and cash management.
- General economics.
- Financial analysis.
- Labor relations and collective bargaining, especially regarding financial impact on a school-district budget.
- Human Resources

SKILLS REQUIREMENTS - (Skilled in)

- Using specific MS-Office and Google applications, especially skilled in using Excel spreadsheets.
- Computer-based financial management systems such as, BusinessPLUS
- Written and verbal communication, as well as presentation skills.
- Analytical thinking.
- Labor relations, including negotiations.

PHYSICAL REQUIREMENTS: (indicate according to the requirements of the essential duties/responsibilities)

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

GENERAL ENVIRONMENTAL CONDITIONS:

Work is performed under normal office conditions and there are minimal environmental risks or disagreeable conditions associated with the work.

Occasionally, lifting up to twenty-five pounds is required when lifting large quantities of copying paper.

The typical noise level is considered to be moderate.

CLASSIFICATION DESCRIPTION
EXECUTIVE DIRECTOR OF FINANCE AND BUSINESS SERVICES

GENERAL PHYSCIAL CONDITIONS:

Work can be generally characterized as:

Light Work: Exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force frequently, and/or a negligible amount of force constantly to move objects.

Vision Requirements: (Check box if relevant)	**YES**	**NO**
No special vision requirements	√	
Close Vision (20 in. of less)		
Distance Vision (20 ft. of more)		
Color Vision		
Depth Perception		
Peripheral Vision		

JOB CLASSIFICATION HISTORY:

Updated Job Description by Human Resources on 8/9/16

Updated: Job Description by Human Resources on 7/18/18

ISD 709 Duluth Public Schools

CLASSIFICATION DESCRIPTION

EXECUTIVE DIRECTOR OF HUMAN RESOURCES AND OPERATIONS

TITLE OF IMMEDIATE SUPERVISOR: Superintendent **DEPARTMENT:** Human Resources **FLSA STATUS:** Exempt **ACCOUNTABLE FOR:** Facilities Manager, HR Manager Senior, HR Manager, HRIS/Payroll Supervisor, HRIS Specialist, Benefits Coordinator, EEA Clerical I, II, III, IV, Executive Assistant Clerical	**FLSA STATUS:** Exempt **PAY GRADE ASSIGNMENT:** Individual Employment Agreement; rates linked to the Education Directors Association Agreement

GENERAL SUMMARY OR PURPOSE OF JOB:

The Director of Human Resources and Operations is responsible for the coordination, execution and delivery of Human Resources and Facilities/Operations services for the District. The Director provides leadership and management in the ongoing planning, development, coordination, implementation , and evaluation of all aspects of a variety of district operations in the areas of facilities and operations, safety, payroll, staffing, recruitment & retention, equity and diversity efforts, benefits, performance management, labor relations, development and administration of District policies and procedures, communications, compensation, benefits, and implementing HR strategies to influence District culture in support of optimizing human potential and performance. This position requires continuous use of independent judgment and the ability to build strong relationships, collaborate with others and communicate effectively. The essential functions as shown below represent only the key areas of responsibility; specific position requirements will vary depending on the needs of the district.

ESSENTIAL FUNCTIONS

Strategic:

- Oversee and lead the Human Resources and Payroll departments and oversee the Facilities Department. Meets with supervisors and other staff members to discuss a variety of issues, including operational and general budget issues.
- Develop short and long-range goals and objectives, including plans to implement and evaluate district staffing plans; recruit, retain and evaluate a high-quality workforce; manage department resources; maintain competitive and equitable classification and compensation structures as well as communications with internal customers, administration, and the community.
- In conjunction with the Manager of Facilities, provides recommendations to the Board regarding matters related to facilities including but not limited to: short- and long-term facility planning and space utilization, and property and liability insurance.
- Implement HR strategies to influence District culture in support of optimizing human potential and performance.
    - Serve as advisor to the superintendent on all personnel, negotiations and human capital issues.
    - Create a thriving workforce culture focused on continuous improvement of our human capital management systems
    - Develop and improve upon human resources systems and structures to increase efficiencies,

timeliness and ability to serve the human resource; emphasize continuous improvement

- Provide leadership to staff in preparing and implementing programs and services relative to staffing in alignment with the district's strategic plan, including a formal district hiring process.
- Develop and improve upon systems and structures of our human resources and payroll department to increase efficiencies, timeliness and ability to serve the human resource needs of our district including
    - Recruitment, hiring and onboarding processes
    - Assess, evaluate, and recommend systems and structures
- Partner with the other District leaders in budget development, including forecasting district needs and priorities.

Staffing:

- Administer the District's staffing functions and supervises staff performing recruitment, screening, selection and assignment of licensed, classified, and substitute staff, coordinates and directs transfers, leaves of absence, promotions and separations of staff.
- Increase the percentage of employees with culturally, linguistically and ethnically diverse backgrounds.
- Coordinate and direct a comprehensive orientation program for new employees.
- In conjunction with other District departments, develop staffing projections and identifies staffing needs.
- Prepare and present personnel recommendations to the Superintendent and the Board of Education for approval.

Labor Relations:

- Administer and interpret the provisions of all collective bargaining agreements.
- Serve as the chief negotiator or facilitator for various labor agreements in coordination with Superintendent, Assistant Superintendent, and Executive Director of Finance.
- Review and recommend labor agreements terms and conditions with employee bargaining units.
- Coordinate negotiation processes for all labor groups, including the assignment of administrators to management teams for purposes of negotiations.
- Direct the preparation and distribution of all master agreements for all employee groups, as well as individual employment agreements, as appropriate.
- Maintain all historical negotiations records, including proposals, counterproposals, and cost analysis.
- Process grievances; represent the District at mediation and arbitration. Coordinates any litigation regarding employment issues for the District.
- Oversee annual staff performance appraisal process accordance with District policies and procedures, and State law, as appropriate.

Administration/Payroll:

- Ensure payroll processes are performed appropriately. In conjunction with the HRIS specialist, provide leadership for the development and maintenance of the computer-based human resource management information systems, including reporting functions and linkages to payroll.
- Administer benefits functions and supervise staff providing health, dental and life insurance benefits programs and plans, the employee assistance program, staff recognition programs, COBRA processing, unemployment, and long-term disability and workers compensation claims processing.
- Manage classification and compensation processes, including determining the appropriate levels of compensation based upon labor agreements, District policies and procedures, and ensure compliance with pay equity requirements.
- Recommend, prepare and/or revise personnel policies and processes.

CLASSIFICATION DESCRIPTION

EXECUTIVE DIRECTOR OF HUMAN RESOURCES AND OPERATIONS

Compliance:

- Review legislative statutes, proposed regulations, and labor agreement proposals regarding human resource and operational issues, and make recommendations to the District administration.
- Coordinate the implementation of performance appraisal systems for all employees in accordance with District policies and procedures, and State law, as appropriate.
- Manage classification and compensation processes, and supervise staff involved in these processes, including determining the appropriate levels of compensation based upon labor agreements and District policies and procedures, and ensure that the District is compliant with pay equity requirements.
- Investigate and respond to complaints or provide advice and consultation to delegate handling complaints; serves as the District's EEO Coordinator, Human Rights Officer, and assists in Title IX efforts.
- Comply with ADA regulations and provide for reasonable accommodation, as appropriate.
- Perform other duties as assigned.

MINIMUM QUALIFICATIONS: (necessary qualifications to enter the job; not preferred or desirable qualifications)

- Graduate degree in human resource management, industrial relations, labor relations, organizational management or a closely-related field *and*
- Five (5) years of experience in human resources, industrial relations, labor relations, organizational management or a closely-related field required; or an equivalent combination of education, training and/or experience necessary to successfully perform the essential functions of the work.

REQUIRED KNOWLEDGE

- All areas of functionality in the areas of human resources including employee/labor relations, staffing, benefits, compensation, and compliance.
- All general aspects of Facilities and Operations.
- Laws, rules, labor agreements, regulations, policies and procedures affecting school district personnel operations.
- Labor relations and negotiations processes.
- Experience managing licensing requirements with Minnesota Professional Educator Licensing and Standards Board (PELSB)
- Proficiency with human resource management systems.
- Ability to use computer technology, including word processing, spreadsheets, and database
- Consults with senior leadership to assess organizational health and diagnose culture-related issues occurring in the organizational system.
- Develop and implement strategies to build stronger organizational health and culture.

QUALIFICATIONS, KNOWLEDGE, AND/OR EXPERIENCES PREFERRED

- Experience in a similarly sized school-district
- Experience as a school administrator

- Experience in practicing employment law

SKILLS REQUIREMENTS – TRAINING & EXPERIENCE: (Skilled in)

- Strong written and verbal communication.
- Management, planning and organization, including project management skills.
- Ability to work with diverse groups while establishing and maintain effective working relationships.
- Strong collaboration, team building and interpersonal skills.
- Knowledge of and ability to effective supervise staff, especially professional-level employees.
- Competency working in a culturally diverse environment or the willingness to acquire these skills.

PHYSICAL REQUIREMENTS: (indicate according to the requirements of the essential duties/responsibilities)

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

GENERAL ENVIRONMENTAL CONDITIONS:

Work is performed under normal office conditions and there are minimal environmental risks or disagreeable conditions associated with the work.

GENERAL PHYSCIAL CONDITIONS:

Work can be generally characterized as:

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

Vision Requirements: (Check box if relevant)	**YES**	**NO**
No special vision requirements	√	
Close Vision (20 in. of less)		
Distance Vision (20 ft. of more)		
Color Vision		
Depth Perception		

Peripheral Vision		

Duluth Area Family YMCA Proposal for ISD 709 ESSER Funds

Drafted June 30, 2022

Overview

The Duluth Area Family YMCA (the Y) is one of the oldest and largest nonprofits in the Northland. The Y is committed to strengthening community by connecting all people to their potential, purpose, and each other. As an association, the Y's programs reach over 180 miles, from Moose Lake to Grand Portage. Locally, programs operate within all Duluth Public Elementary Schools, the Harbor Highlands Community Center, the Gary-New Duluth Recreation Center, the Woodland Community Center, and several non-profit youth serving agencies.

In partnership with ISD 709, the Y is proposing to provide the following services to increase youth development and healthy living opportunities for Duluth-area youth, specifically those from low-income households and BIPOC communities over the 2022-2023 and 2023-2024 school years.

The Y acts as a leader, collaborator, and catalyst for change. Services described in this proposal will have a widespread impact on youth and families, as they will be done in collaboration with the following entities: AICHO, Boys and Girls Clubs of the Northland, CHUM's Steve O'Neil Apartments, the Damiano Center, the Duluth Community School Collaborative, Family Freedom Center, Gary New Duluth Recreation Center, Harbor Highlands Community Center, Laura MacArthur KEY Zone, Lincoln Park Children and Families Collaborative, Myers-Wilkins KEY Zone, Stowe KEY Zone, and Valley Youth Center. These partnerships were carefully identified for this project as they all serve a high percentage of youth from low-income households (40-95% qualifying for free or reduced-price lunch) and families that identify as part of the BIPOC community (20-95%).

Proposed Services

- **Camp Miller:** New opportunities for recreation and positive youth development through camping services will be established in partnerships with Steve O'Neil Apartments, Harbor Highlands Community Center, Duluth Community School Collaborative Myers Wilkins, Valley Youth Centers, Family Freedom Center and others with a focus on students from low-income households. Camp will focus on providing students with a wide range of recreation and personal development activities.
    - Scholarships for 10 students to attend a week of camp summer 2022
        - $750 per student x 10 students = $7,500
        - $3,750 ESSER Funds, 50% match from the Y
    - Scholarships for 40 students to attend a week of camp summer 2023
        - $790 per student x 40 students = $31,600
        - $15,800 ESSER Funds, 50% match from the Y
        - Transportation $2,000
    - Create a new opportunity for youth engagement through a two-day MEA weekend camp for 50 students during 2022-2023 school year
        - $110 per student x 50 students = $5,500

        - Transportation $1,000
    - MEA break camp for 50 students during 2023-2024 school year
        - $120 per student x 50 students = $6,000
        - Transportation $1,100

- **CATCH Kid's Club:** Coordinated Approach to Childhood Health (CATCH) Kid's Club will provide 72 nutrition and healthy living lessons to 180 students at 6 sites (Harbor Highlands, Myers-Wilkins, Piedmont, Laura MacArthur, and two of the following: Boys and Girls Clubs, Steve O'Neil Apartments, or the Valley Youth Center) from September 2022 - June 2024. CATCH provides interactive lessons to K-5th grade students on nutrition and healthy eating, the importance of lifelong physical activity, and strategies to reduce screen-time. Each weekly lesson is taught by a trained instructor with age-appropriate activities designed to make learning preventative health fun.

    - 36 lessons x 6 sites (30 youth/site) = 180 youth/year
        - 180 youth/year x 2 years = 360 youth served total
    - $30,170 total for 2 years of CATCH programming
        - $7,084 in staffing costs/year x 2 years = $14,168
        - $8,001 in supply costs/year x 2 years = $16,002

- **Community-Based Programming:** Increase enrichment opportunities for students from low income and BIPOC households to engage in free, high quality, year-round out-of-school time programming at the Harbor Highlands Community Center and Gary New Duluth Recreation Center. Create new opportunities to engage in and with the community.

    - Guest speakers and field trip fees for Harbor Highlands Community Center once per month throughout the 2022-2023 school year and both Harbor Highlands and Gary New Duluth Recreation Center in the 2023-2024 school year. Speakers and field trips may be educational, such as the Great Lakes Aquarium or the Duluth Public Library, or recreational such as Spirit Mountain.
        - Speakers or field trip Fees: 30 students x $5/ student=$150 budget per month per site
            - $1,800 for 2022 – 2023, $3,600 for 2023 – 2024
            - $5,400 total for 2022-2024
        - Transportation fee $300/trip (up to 65 students per trip)
            - $3,600 for 2022 – 2023, $7,200 for 2023 – 2024
            - $10,800 total for 2022-2024

- **KEY Zone:** Increase opportunities for students to engage in high quality out-of-school time programming during the school year. Services will focus on KEY Zone Laura MacArthur, Myers Wilkins, and Stowe Elementary.

    - Scholarships for 10 students from each location to receive free high-quality care full time through KEY Zone in the 2022-2023 and 2023-2024 school years.
        - Students will be referred to the program as needing additional support from ISD 709 staff or families may apply directly
        - 30 students x $185 for 9 months = $49,950/year

    - Additional enrichment opportunities through guest speakers brought to each site once per month throughout the 2022-2023 and 2023-2024 school years.

        - Approximately 40 youth x $5/youth = $200 per month per site x 3 sites = $600 per month
        - $5,400 for a 9-month school year at three sites
        - $10,800 for 18 months, covering 2 school years

    - Supplemental healthy snacks, fruits and vegetables, for KEY Zone sites that receive district-provided snacks that do not include fresh fruits or vegetables. All sites supported have a high percentage of students receiving free/reduced price lunch.
        - Approximately 120 youth x .30/child daily = $720 per month
        - $6,480 for a 9-month school year
        - $12,960 for 18 months, covering 2 school years.

- **Swim Lessons:** Free 6-week Safety Around Water swim lessons for 144 children over two years at Laura MacArthur KEY Zone, Piedmont KEY Zone, Valley Youth Center, Duluth Community School Collaborative, Lincoln Park Childrens and Families Collaborative, Steve O'Neil, Boys and Girls Clubs, or Harbor Highlands.

    - $52.50 per 6-week lesson per youth
        - $36.75/lesson will be in-kind support from the Y
    - 12 kids/lesson x $52.50/kid x 6 lessons/year x 2 years = $7,560
        - $5,292 in-kind support from the Y
    - Transportation = $62.50/day if provided in Y van
        - $50 staffing + $12.50 milage = $62.50 x 72 days = $4,500

Proposed Budget

Service	Details	Amount
Camp Miller Scholarships	10 students in the summer of 2022 and 40 students in the summer of 2023 receive a free week of camp	$21,550
Camp Miller MEA Break	50 students in fall 2022 and 50 students in fall 2023 attend special MEA break camp	$13,600
CATCH Kid's Club	360 students at 6 sites will receive a total of 72 nutrition and healthy lifestyle lessons from September 2022 - June 2024	$30,170
Community Program Enhancements	60 youth will experience additional enrichment opportunities through guest speakers at Harbor Highlands and Gary New Duluth from September 2022 - June 2024	$16,200
KEY Zone Scholarships 2022-2023	30 youth access (10 per site Laura MacArthur, Myers Wilkins, and Stowe Elementary) receive free high-quality care full time	$49,950
KEY Zone Scholarships 2023-2024	30 youth access (10 per site Laura MacArthur, Myers Wilkins, and Stowe Elementary) receive free high-quality care	$49,950

	full time	
KEY Zone Program Enhancements	120 youth will experience additional enrichment through guest speakers at 3 KEY Zone sites 2022-2024	$10,800
KEY Zone Healthy Snacks	120 youth will experience fresh fruits and vegetables daily (40 per site Laura MacArthur, Myers Wilkins, and Stowe elementary)	$12,960
Swim Lessons	144 students from afterschool programs receive free swim lessons from September 2022 - June 2024	$12,060
	Total	**$217,240**

Contact

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Duluth Area Family YMCA
302 W 1st St
Duluth, MN 55802

John Magas 7/25/22

John Magas, Superintendent

Jill Lofald, Board Chair

Budget Code
01 E 005 203 161 305 205

LEASE
between
NORTHWOOD CHILDREN'S SERVICES
DULUTH, MINNESOTA
and
INDEPENDENT SCHOOL DISTRICT NO. 709

THIS INDENTURE OF LEASE, effective the 1st day of July, 2022 by and between Northwood Children's Services, a Minnesota Corporation, party of the First Part, hereinafter called Lessor, and Independent School District #709, a public corporation, party of the Second Part, hereinafter called the Lessee.

WITNESSETH:

In consideration of the covenants, conditions and promises hereby mutually undertaken to be kept and performed by the parties, Lessor hereby demises and leases, and Lessee herby hires and takes the following described premises situated in the City of Duluth, County of St. Louis and State of Minnesota, to wit:

A school building located at 4000 West 9th Street, designated as Merritt Creek Academy having a floor space of 24,995 square feet on approximately 60 acres of land, together with the free and unmolested right to sidewalks, driveways, playgrounds, and parking lots also part of the Merritt Creek Academy of Northwood Children's Services or belonging thereto, all being collectively referred to as the demised premises.

TO HAVE AND TO HOLD THE SAME, unto the said Lessee, for a period of three (3) years from the 1st day of July, 2022, until the 1st day of July, 2025, with the following terms and conditions and covenants, to-wit:

1. Rent. The Lessee agrees to pay to the Lessor in lawful money of the United States, during the lease term and extensions thereof, a net annual rent (hereinafter called net rent) as follows:

> For the years of the lease, commencing July 1, 2022, and ending June 30, 2025, the sum of One hundred ten thousand, fifty and 00/100ths Dollars ($110,050) per twelve (12) month period. Rent shall be payable in equal monthly installments on the first day of each month in advance.

2. Use of Premises. The Lessee will use and occupy said premises for the purposes of Special Education and Regular Education School Programs for students receiving services through Northwood Children's Services and other services and programs incidental thereto, and for no other use or purpose without the written consent of Lessor, and Lessee shall not use the premises for any purpose in violation of any federal, state, or municipal statute or ordinance, or of any regulation, order, or directive of a governmental agency, as such statutes, ordinances,

Section 2. Use of Premises - continued.
regulations, orders, or directives now exist or may hereafter provide, concerning the use and safety of the demised premises.

3. Assignments and Subletting. Without the prior written consent of Lessor, Lessee shall not assign this lease, or sublet or grant any concession or license to use the premises or any part thereof. Use of the premises by ISD 709 in accordance with the terms of its charter from Northwood Children's Services shall not be a violation of this clause. A consent by Lessor to one assignment, subletting, concession, or license shall not be deemed a consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of Lessor, or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option, terminate this lease.

4. Improvements. It is hereby agreed that the Lessee may install computers and telephonic, and other equipment related cabling in the demised premises, and may make other alterations to the premises, provided Lessee provides Lessor with a written description and or design of such installation, which must be approved in writing by Lessor, which approval will not be unreasonably withheld. No other alteration, addition, or improvement to the leased property shall be made by the Lessee without the written consent of the Lessor. Any alteration, addition, or improvement made by the Lessee after such consent shall have been given, shall be made at the sole expense of the Lessee, and the Lessee shall and will in each instance save said Lessor and said premises forever harmless and free from all costs, damages, loss and liability of every kind and character which may be claimed, asserted or charged, including liability to adjacent owners based upon the acts of negligence of said Lessee or its agents, contractors or employees, or upon the negligence of any other person or persons in or about said premises or upon the failure of any or either of them to observe and comply with the requirement of the law or with the regulations of the authorities in the said City of Duluth and will preserve and hold the Lessor and said premises forever free and clear from liens for labor and material furnished.

All such alterations, additions and improvements made by the Lessee and any fixtures installed as part thereof, (except as otherwise provided) shall at the Lessor's option become the property of the Lessor upon the expiration or other sooner termination of this lease; provided, however, that the Lessor shall have the right to require the Lessee to remove such fixtures at the Lessee's cost upon such termination of this lease. The Lessee may remove all furniture and other school office and/or communication and data processing equipment and apparatus (owned by the Lessee) whether attached or not, but after removal of same agrees to repair all damage caused by such removal and to deliver said demised premises to the Lessor in as good order and condition as the same were in on the date the lease term commenced or were thereafter put in by the Lessor, reasonable wear and tear excepted provided, however, Lessee may not remove the electrical, voice, and data cabling that services such equipment.

5. Right to Enter. The Lessor shall have reasonable right to entry to demised premises at any time for the purposes of examining or exhibiting the same or to make any needful repairs or alterations, but the making of any repairs, or exhibiting of the premises shall not unnecessarily interfere with the Lessee's use of the premises nor the conducting of the Lessee's business therein. The Lessor shall make repairs as provided herein on the same timetable and basis consistent with repairs it makes in other Northwood school facilities, and the Lessor shall not be liable to the Lessee, or any other person or persons, if said repairs are completed on this basis.

6. Liability of Lessor and Lessee. The Lessee shall defend and indemnify Lessor and save, protect and hold Lessor harmless from any and all liability, loss, damage, expense (including legal expenses and reasonable attorneys fees), cause of action, suits, claims or judgments arising from injury to persons or property, resulting from or based upon Lessees use of the demised premises and/or the acts of its employees or others under its supervision. Lessor shall defend and indemnify Lessee and save, protect and hold Lessee harmless from any and all liability, loss, damage, expense (including legal expenses and reasonable attorneys fees), cause of action, suits, claims or judgments arising from injury to persons or property, resulting from or based upon Lessor's maintenance or use of the demised premises and/or the acts of its employees or others under its supervision.

7. Condition of Premises. Responsibility to keep the demised premises in good repair and in good sanitary conditions during said term shall be apportioned as set forth in the attached schedule. Neither party will in any manner deface or injure said demised premises, or any part thereof, or do or permit anything to be done upon said premises or in the passageways, area-ways, sidewalks or streets adjacent thereto, that will amount to or create a nuisance. Lessee will not use said premises or permit the same or any part thereof to be used for any purpose contrary to the laws, ordinances or regulations of the United States of America or the State of Minnesota, or the City of Duluth or County of St. Louis, or of any rules or regulations of any boards or offices of said city or county. Lessee further agrees to return said premises peaceably and promptly to the Lessor at the end of the term of this lease, or at any pervious termination thereof, in as good condition as the same are now in or may hereafter be put in, when not due to failure, on part of the Lessor, to perform maintenance and operations as required by other sections of this lease, and ordinary wear excepted.

8. Utilities. All utilities shall be paid as noted on the attached Schedule.

9. Unsafe Conditions, Condemnations and Eminent Domain. The Lessor hereby agrees that if any governmental authority has condemned or does condemn the demised premises or any part thereof as being unsafe or as not in conformity with any applicable law or regulation, and such a condition is the responsibility of Lessor and not caused by Lessee, the Lessor, at its own cost and expense, will immediately make such changes, alterations or repairs as may be necessary to comply with such law or regulation and if, during the course of such changes, alterations or repairs, Lessee is deprived of the use of any or all of said premises, the rent shall be abated during the period of deprivation in proportion to the part of the premises made untenantable. The Lessee further agrees that if the demised premises, or any part thereof, or any part of the improvements of which they form a part, shall be taken for any street or other public

Section 9. Unsafe Conditions, Condemnations and Eminent Domain – continued.
use, or shall during the continuance of this lease be destroyed by the action of the public authorities, then this lease and the term demised shall thereupon terminate.

10. Fire and Casualty. It is agreed between the Lessor and the Lessee that if during the term of this lease the demised premises or the improvements thereon shall be injured or destroyed by fire or the elements, or through any other cause, so as to render the demised premises unfit for occupancy, or make it impossible to conduct the business of the Lessee thereon, or to such an extent that they cannot be repaired with reasonable diligence within thirty (30) days from the happening of such injury, then the Lessor or the Lessee may terminate this lease and the term herein demised from the date of such damage or destruction, and the Lessee shall immediately surrender the demised premises and all interest therein to the Lessor, and the Lessee shall pay rent only to the time of such surrender; and in case of any such destruction or injury the Lessor may re-enter and repossess the demised premises discharged of this lease, and may dispossess all parties then in possession thereof. But if the demised premises can be restored within sixty (60) days from the happening of the injury thereto, and the Lessor within fifteen (15) days from the occurrence of such injury elects in writing to so repair or restore said premises within sixty (60) days from the happenings of the injury thereto, then this lease shall not end or terminate on account of such injury by fire or otherwise, but the rent shall not run or accrue after the injury and during the process of repairs, and up to the time when the repairs shall be completed, except only that the Lessee shall during such time pay a pro rata portion of such rent apportioned to the portion of the demised premises which are in condition for occupancy or which may be actually occupied during such repairing period. In any event, the Lessee may, in the alternative, require that the Lessor, during the period of said repairs, provided other facilities which the Lessor owns and which are reasonably available or extend the period of the lease to complete the school year to enable the Lessee to conduct its school program. If, however, the demised premises shall be so slightly injured by any cause aforesaid, as not to be rendered unfit for occupancy, then the Lessor shall repair the same with reasonable promptness, and in that case the rent shall not cease or be abated during such repairing period. All improvements or betterment's placed by the Lessee on the demised premises shall, however, in any event, be repaired and replaced by the Lessee at his own expense and not at the expense of the Lessor.

11. Cancellation. This lease may be canceled and terminated as follow:

a. Upon 60 days written notice by Lessee to Lessor and subsequent payment by Lessee to the Lessor of any amounts owed up to the effective date of the cancellation.

b. In accordance with other provisions herein.

12. Insurance. Lessor agrees to provide and secure at Lessor's expense such insurance as in the Lessor's judgment may be proper and necessary to protect against any loss, damage or destruction to the building or any other insurable portion of the demised premises. The Lessee may be responsible for any deductible amount not covered by Lessor's insurance, up to $25,000 per occurrence, for any loss, damage or destruction of the building attributable to the acts of its employees or others under its supervision. Lessee shall maintain sufficient commercial general

Section 12. Insurance – continued.
liability insurance, in the amount of or greater than One Million Dollars ($1,000,000) to protect both Lessor, as named additional insured, and the Lessee from all claims for property damage, and or personal injury, including death, whether the claims are under a workmen's compensation act or otherwise, which may arise from the Lessees operations, practices or by visits from the public under this lease. Lessee shall also maintain personal property insurance sufficient to cover any damage or injury to Lessee's equipment or other personal property on the premises owned by the Lessee, and covered by the terms of this lease. Lessee shall file certificates of this insurance with Lessor, if Lessor so requires, on 30 days' written notice to Lessee. The Lessor and the Lessee hereby mutually waive as against each other any claim, action or cause of action for any loss, cost, damage or expense which may arise during the term hereof as a result of occurrence of perils covered by the Minnesota Standard Fire Insurance Policy and extended coverage endorsements.

13. Default. If default shall be made by Lessee or Lessee's successors or assigns in the payment of the rent herein reserved, and that default shall continue for sixty (60) days after notice thereof in writing to Lessee or Lessee's successors or assigns; or if a breach other than in the payment of rent shall be made in the terms and conditions herein to be performed by Lessee or Lessee's successors and assigns, and the breach shall continue for 60 days after notice thereof in writing to Lessee: then and in either event the right of Lessee to the possession of the demised premises shall terminate upon the expiration of an additional 30 days at option of Lessor, and the mere retention or possession thereafter by Lessee shall constitute a forcible detainer, and if Lessor so elects, but not otherwise, this lease shall thereupon terminate.

Upon termination pursuant to this Section, the Lessor may lease or re-let the premises in whole or in part, or the buildings and improvements thereon, to any tenant or tenants that may be satisfactory to Lessor for any duration and for the best rent, terms, and conditions as Lessor may obtain. The acceptance of any tenant or the making of any lease by Lessor shall be conclusive of the exercise of proper discretion by Lessor. In the event of a re-entry, Lessor shall credit the rent actually collected by the Lessor from such re-letting on the rentals stipulated to be paid under this lease by the Lessee from time to time, and may collect from the Lessee any balance remaining due from time to time on the rent reserved under this lease, charging to the Lessee such reasonable expenses as the Lessor may expend in putting the premises in tenantable condition.

Lessor shall not be under any obligation to repossess the demised premises during any period wherein Lessee is in default, and the foregoing provisions regarding the repossession and management of the building and improvements and the disposition of rents thereof by Lessor are made to operate only in the event Lessor shall elect to repossess the premises.

14. Waiver of Consent. The failure of the Lessor or Lessee to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any rights or remedies that the Lessor or Lessee may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

15. Ownership and Possession. Lessor covenants that it is lawfully seized of the demised premises and has full right and power to enter into this lease for the full term and upon all the conditions herein contained, and will deliver full and complete possession of the demised premises upon the commencement date of the lease, and that Lessee, on paying the said rent and performing the covenants agreed to be performed, shall and may peaceably and quietly have, hold and enjoy the demised premises for the said term and for the use and purpose leased hereunder. Lessor covenants that the Lessee at all times shall have unobstructed and adequate means of ingress and egress between each of the entrances to the demised premises and a public street or public highway.

16. Notices. Whenever notice, demand or communication shall be required to be given to the Lessee, it shall be deemed sufficient for that purposes to deliver by means of overnight delivery by established company, or mail such notice by certified mail, return receipt requested, to Lessee addressed to: Independent School District #709, 215 North First Avenue East, Duluth, Minnesota 55802 or as Lessee may from time to time designate in writing, and notice given as aforesaid shall be sufficient service thereof.

Whenever notice, demand or communication is to be given to or made on the Lessor, it shall be deemed sufficient for the purpose to mail by certified mail, return receipt requested, such notice to the Lessor addressed to: Northwood Children's Services, 714 West College Street, Duluth, Minnesota 55811, or as Lessor may from time to time designate in writing and notice given as aforesaid shall be sufficient service thereof.

17. Other Matters. The schedule attached hereto is a part of the lease and shall supersede any inconsistent provisions set forth hereinabove.

IN WITNESS WHEREOF, the parties hereto have executed this lease and affixed their seals thereto, the day and year first above written.

NORTHWOOD CHILDREN'S SERVICES Lessor	INDENDEPENT SCHOOL DISTRICT No. 709 Lessee
Eric W. Berg 8/4/2022 Eric Berg, Board Chair Date	Jill Lofald, Board Chair Date
7/29/22 Richard Wolleat, Date President & Chief Executive Officer	Anna Oswald, Clerk of the Board Date

SCHEDULE

THIS SCHEDULE is attached to and is a part of that certain Lease Agreement of even date herewith by and between NORTHWOOD CHILDREN'S SERVICES, as Lessor, and INDEPENDENT SCHOOL DISTRICT NO. 709, as Lessee, and relating to school known as Merritt Creek Academy.

1. Merritt Creek Academy – Utilities and Other Services. The parties shall be responsible and pay for the following services as indicated.

		Lessor		Lessee
a.	Heat	X		
b.	Water	X		
c.	Sewage	X		
d.	Electricity	X		
e.	Telephone			X
f.	Lawn Care	X		
g.	Garbage Removal	X		
h.	Snow Removal	X		
i.	Janitorial Service	X		
j.	Security	X		
k.	Other (as agreed once specified)	X	and/or	X

2. Merritt Creek Academy – Repair and Maintenance. The parties shall make repairs and maintain the premises as follows:

		Lessor	Lessee
a.	Windows	X	
b.	General Exterior	X	
c.	Roof	X	
d.	Structural	X	
e.	Interior of Leased Premises	X	
f.	Parking Lot and Driveway	X	
g.	Sidewalks, drainage & lawns	X	
h.	Interior Plumbing of Leased Premised	X	
i.	Exterior Plumbing of Leased Premises	X	
j.	Electrical of Leased Premises	X	
k.	Heating and Mechanical	X	
l.	Replacement of existing desks, chairs, school equipment		X

3. Insurance. Parties shall secure and pay for insurance as follows:

   a. Lessor agrees to secure and keep in force from and after the date Lessor shall deliver possession of the demised premises to Lessee and throughout the lease term, at Lessor's own cost and expense (1) comprehensive general and commercial liability insurance on an occurrence basis with a minimum limit of liability in an amount of $1,000,000, including water damages and legal liability. Lessee may be responsible for any deductible amount not covered by Lessor's insurance, up to $25,000 per occurrence, for any loss, damage or destruction of the building attributable to acts of its employees or other under its supervision. Lessee should also carry personal property insurance to cover equipment or other personal property owned by the Lessee.

   b. Fire and extended coverage on the building structure on the leased premises shall be at its insurable value and secured and paid for by X Lessor ___Lessee except that the Lessee may be responsible for any deductible amount not covered by Lessor's insurance, up to $25,000 per occurrence, for any loss, damage or destruction of the building attributable to acts of its employees or others under its supervision.

4. Relationship of Parties. Nothing contained in this lease shall be deemed to constitute or be construed or implied to create the relationship of principal and agent, partnership, joint venture or any other relationship between the parties hereto other than the relationship of Lessor and Lessee.

5. Parking. Parking related to the Lessee needs shall be the sole responsibility of the Lessee. Any parking allowed on property shall be in accordance with applicable local ordinance and laws, and any damage to turf caused due to the Lessee allowing parking to occur on other than designated paved surfaces shall be repaired and the turf restored and cost paid by the Lessee.

6. Examination of Premises. The Lessee has made his own inspection of the premises and hereby agrees to accept the premises as they are, subject to the following notices.

7. Notices. The parties agree that any notices under this lease shall be addressed as follows:

Lessor: President & CEO
Northwood Children's Services
714 W. College Street
Duluth, Minnesota 55811

Lessee: Director of Business Services
Independent School District No. 709
215 North First Avenue East
Duluth, Minnesota 55802

Notices shall be deemed given for purposes of Paragraph 16 upon certified mailing, standard overnight delivery by and established company, or personal delivery service, with written receipt.

Lessor/Security Party

Northwood Children's Services
714 West College Street
Duluth, Minnesota 55811

LESSOR:

Eric W. Berg 8/4/2022
Eric Berg, Board Chair Date

7/26/22
Richard Wollcat, President & CEO Date

Lessee/Debtor

Independent School District No. 709
215 North First Avenue East
Duluth, Minnesota 55802

LESSEE:

Jill Lofald, Board Chair Date

Anna Oswald, Clerk of the Board Date

ICS ISD 709 Duluth Public Schools	**ISD #709** 40 **Duluth Public Schools** **HOCHS Relocation Project**
	Monthly Progress Report July 2022
Project(s) Address: 730 E Central Entrance, Duluth, MN 55802	

Recent Progress and Activities:

- The Facilities remodel project construction progress:
  - The roof has been completed with exception of the remaining ballast at the new loading dock bump out.
  - Rooftop condensing units were installed and connected.
  - The generator pad was poured and is awaiting the arrival of the generator unit.
  - Exterior doors and hardware have commenced.
  - Finished flooring has been completed throughout.
  - The existing parking lot has been removed and site grading is in progress.
- The Public Roadway/DSC/Transportation project construction progress:
  - The DSC elevator pit has been constructed and the elevator sump pump location verified.
  - The foundation walls, waterproofing, insulating, and backfill have been completed for the DSC.
  - Footing and foundations at Transportation commenced and are scheduled to be completed in August.
  - MN Power completed the conduit installation for the future transformers for DSC and Transportation.
  - Precast and steel erection is in full swing for the DSC building.
- Demolition of Central High School:
  - Secure enclosures have been constructed and asbestos abatement is underway. Twin Ports is providing air monitoring services for the duration of the abatement scope.
    The low bid contractor was formally awarded to perform the complete demolition of Central High School. This demolition will include restoration of the site to adjacent grades. Demolition is scheduled to commence in November of 2022.

Upcoming Activities and Next Steps:

- Upcoming construction scope:
  a. Facilities:
     i. Canopy installations once delivered (lead time TBD).
     ii. Exterior doors and hardware to be finished.
     iii. The roofing of the loading dock bump out.
     iv. Air Handler Units are scheduled to arrive in August and be immediately installed.
  b. DSC/Transportation/Roadways:
     i. Continuation of site grading.
     ii. Foundations for Transportation will be ongoing.
     iii. Structural slab for Transportation will commence.
     iv. Ongoing underground plumbing, electrical, and utilities.
     v. Precast & steel erection for Transportation and DSC will be ongoing

ISD 709 Duluth Public Schools
ICS

Printed on Wed Aug 3, 2022 at 03:55 pm CDT
41
Job #: S20120C DSC & Transportation - Duluth Schools
730 E Central Entrance
Duluth, Minnesota 55811



Description

DSC Steel Erection

Taken Date

07/28/2022 at 03:07 pm

Uploaded By

Jason Johnson

Upload Date

07/28/2022 at 03:08 pm

File Name

290FBBF1-17C1-4E19-A3D0-4F63...



Description

Step Footings at Transportation

Taken Date

07/28/2022 at 03:05 pm

Uploaded By

Jason Johnson

Upload Date

07/28/2022 at 03:06 pm

File Name

BCF3C881-1C32-4DE3-8FDF-684...



Description

Precast Installation Continued - DSC

Taken Date

07/28/2022 at 02:58 pm

Uploaded By

Jason Johnson

Upload Date

07/28/2022 at 02:59 pm

File Name

7C7C6E90-3831-4956-A621-D12...



Description

Transportation Footing and Foundation Wall

Taken Date

07/28/2022 at 02:57 pm

Uploaded By

Jason Johnson

Upload Date

07/28/2022 at 02:58 pm

File Name

436F793E-9D95-401A-9B30-71D...



Description

Precast and Steel DSC Progress

Taken Date

07/25/2022 at 12:42 pm

Uploaded By

Nathan Norton

Upload Date

07/25/2022 at 12:45 pm

File Name

14602B44-A756-4F35-9503-412F...



Description

DSC Precast

Taken Date

07/25/2022 at 12:32 pm

Uploaded By

Nathan Norton

Upload Date

07/25/2022 at 12:32 pm

File Name

876FFDD6-FE00-408B-8DF6-64B...

GREG Follmer COMMERCIAL REAL ESTATE
230 East Superior Street • Duluth, MN 55802 • 218.310.0013 • gregfollmer@gmail.com

July 7, 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"

- Back on the Market
- All marketing in place and active

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

Expenditure Contracts Signed
July 2022

For your information, the Superintendent or the CFO, Executive Director of Business Services has signed the following expenditure contracts during the above timeframe.

*** Not to Exceed**: If asterisk is noted, then the contract has a guaranteed maximum price; District may not pay more than the dollar amount listed (this does not mean the vendor will invoice this amount and may invoice much less).

**** Contract is paid via monies from:**
DR = Department Restricted (LTFM, Indian Education Funds, Compensatory, Achievement Integration)
DU = Department Unrestricted (General Fund)
G = Grant (external grants from foundations such as Northland, Duluth Superior Area Community)
SAF = Student Activity Funds (monies raised by students, gate fees, etc.)

Name	Amount*	Contract Source**	Description
Per Mar Security Services	TBD	Facilities	Furnishing security officer service at 730 East Central Entrance (New DSC Bproperty) Paid using PO
VelocityEHS	$19,000.75*	Facilities (DR)	Quote #Q-145730 – On-Site Chemical Inventory (District-Wide)
Horizon Commercial Pool Supply	$2,782.50*	Facilities (DR)	Quote #QUO601 – Lincoln Park MS Drain Cover Replacement
CWD	$75,000.00*	Technology (DU)	Duluth Public Schools – 2022.06 – Boardroom AV Install Paid using PO
CDW	$4,873.00	Technology (DR)	Duluth Public Schools – 2021.01 – E-Rate PAN Services
Arctic Wolf Networks	$53,884.12	Technology (DU)	Service used for cyber insurance purposes
International Alliance Group	TBD	Elem. TLE (DU)	Recruitment of international teachers for Spanish immersion program
Houck Transit Advertising	$19,200.00*	Public Relations (DR)	Full DTA Bus wrap
Duluth Community School Collaborative	$5,000.00*	OEE (DR)	DCSC will provide a six week, no-cost summer camp for 60 Myers-Wilkins students
Joe Keno, LLC	$2,000.00*	Indian Education (DR)	Planning and participation of two-day American Indian Education summer program extended field trip

Lake Superior College	TBD	Curriculum (DU)	Minnesota State Colleges and Universities Concurrent Enrollment Contract
Fond du Lac Tribal and Community College	TBD	Curriculum (DU)	Minnesota State Colleges and Universities Concurrent Enrollment Contract
Seesaw	$17,820.00*	Curriculum (DR)	Seesaw for schools – workbook materials used for blended learning
University of Minnesota	$5,000.00*	Curriculum (DR)	One five-hour workshop covering PRESS class wide & tier 2 Spanish interventions on 7/27/22
Reclaiming Youth at Risk	$3,500.00*	Special Services (DR)	Six-hour training service/presentation (Day 1)
Reclaiming Youth at Risk	$3,500.00*	Special Services (DR)	Six-hour training service/presentation (Day 2)
Soliant	$1,000.00*	Special Services (DU)	VocoVision telepractice stations
MedTox Laboratories, Inc.	TBD	Finance (DR)	Drug testing services -- Effective 8/1/22 fees will increase 7%
Island Sea Recording	$2,000.00*	East HS (DU)	Recording of Choir Performance
Patrick Mulcahy	$2,500.00*	East HS (DU)	Work on theatre design/lighting
Lake Superior College	$7,600.00*	Duluth Adult Education (DU)	Providing support/instruction for DAE program
UDAC Lease	$31,000.00*	Special Services (DR)	Providing space and programming for Early Childhood Screening. This is a 1-year lease with 2 auto renewals. The amount reflects the entire term.
City of Duluth – Washington Rec Center	$7,795.66*	Comm Ed (DR)	Renewal lease for FY 2023-25 – services provided at Washington Rec Center
Duluth Community School Collaborative	$12,500.00*	Myers-Wilkins ES, Lincoln Park MS, Denfeld HS (DU)	Paid for by grant funding that has already been accepted. DCSC will support the Full-Service Community School Sites to continue and/or establish programs and partnerships.
Duluth Community School Collaborative	$270,000.00*	Myers-Wilkins ES, Lincoln Park MS, Denfeld HS (DU)	Paid for by grant funding that has already been accepted. DCSC will support the Full-Service Community School Sites to continue and/or establish programs and partnerships.

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PER MAR SECURITY SERVICES

Physical Security Temporary Services Contract

This agreement is made and executed this 19th day of July , 2022, by and between Per Mar Security & Research Corp., an Iowa Corporation (hereinafter called "Per Mar") and Duluth School District #179 (hereinafter called "Client") for the period of minimum of 30 days. Whereas, Client maintains and operates a School in the City of Duluth, County of St. Louis County. State of MN.

Now, for the consideration set forth, the following is agreed by and between the parties:

1. That Client engages Per Mar to furnish Security Officer service at the Client location in 730 East Central Entrance, Duluth MN 55811 and associated address within School .

2. Without limiting responsibility of Per Mar for the proper conduct of the Security Officers and the protection of the protected property, the conduct of the Security Officers is to be guided by policy and rules agreed upon between Client and Per Mar; and such other special written instructions applicable to the services as may be agreed upon by the parties from time to time.

3. Per Mar is responsible for the direct supervision of its Security Officers through its designated agent at the premises to which this contract relates and such agent will in turn be available at all reasonable times to report and confer with the designated agent of the Client with respect to the services.

4. Per Mar agrees that the protection services covered by this contract shall be performed by qualified employees in conformity with practices current in the security industry. Per Mar further agrees that, upon request from Client, Per Mar will remove from service hereunder any of its employees who, in Client's opinion, has displayed unacceptable conduct, as quickly as a qualified replacement is available.

5. All personnel required for the performance of this agreement shall be employees of Per Mar, and Per Mar shall be responsible for the payment of compensation, payroll taxes (federal, state and local), worker's compensation and liability premiums. Where required, Per Mar shall be responsible for the furnishing of uniforms and identification badges.

6. Client will pay Per Mar as set forth in the following schedule of billing rates. Per Mar's invoices are payable upon presentation to Client, without deduction or offset of any kind or nature whatsoever. Client agrees to pay Per Mar interest at one and one-half percent per month or such maximum amount as permitted by law, whichever is less, on any invoice not paid within thirty days of invoice date. In the event Per Mar incurs costs associated with enforcing this or any other provision of this agreement, the costs, to include attorneys fees will be paid by the Client.

Position Hourly	Rate	Overtime & Holiday Rate
Security Officer	$34.75 per hour	$52.12 per hour

In addition to the schedule of billing rates provided herein, the Client shall pay any sales or service taxes which Per Mar is required to charge under applicable laws. Per Mar shall invoice Client for services weekly.

7. It is understood and agreed by the parties hereto that Per Mar is not an insurer and that insurance, if any, covering personal injury and property loss or damage on Client's premises shall be obtained by Client; that Per Mar is being paid for security services designed to augment Client's overall security program and that the amounts being charged by Per Mar are not sufficient to warrant against loss; and that Per Mar does not assume responsibilities for any losses which may occur unless due to Per Mar's sole negligence.

8. This agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof superseding all prior representations, understandings, discussions, negotiations, commitments, and agreements of any kind. The undersigned representatives have express authority to bind their companies with respect to all matters requiring approval or authorization of the above terms and conditions.

Per Mar Security & Research Corp.
P.O. Box 4227
Davenport, Iowa 52808

DocuSigned by:
By: Randall Olson
A5A97C65C7434E5...

Name: Randall Olson

Title: G/M

ISD #179
4316 Rice Lake Road
Duluth, MN 55811

DocuSigned by:
By: John Magas
BC3FA7AD6E9C40F...

Name: John Magas

Title: Superintendent

PMS8536 Rev 01/29/2013

DocuSign Envelope ID: 8AE46A49-DF5A-4E1A-BE77-32369E53BA0F

PER MAR SECURITY SERVICES

Date: 7/19/2022

Date: 7/19/2022

DocuSigned by:
David Spooner
1AFAF2483495423...

Manager of Facilities

7/19/2022

DocuSign Envelope ID: 55181453-C706-4F6A-A671-84AB39D6540A

July 11, 2022

VelocityEHS
Attn: Nicole Zancani
222 Merchandise Mart Plaza, Suite 1750
Chicago, IL 60654

RE: QUOTE #Q-145730 – On-Site Chemical Inventory - District-Wide

Dear Ms. Zancani:

Attached please find a copy of the agreement between ISD #709 and VelocityEHS for the above referenced project. After review and if you concur, please, sign and date the following items where indicated, **via DocuSign** by **July 12, 2022:**

- **Agreement**

Provide the following by **July 12, 2022** (please email to laura.smithtremble@isd709.org):

- **Certificate of Insurance** (ISD #709 must be named as Certificate Holder and Additional Insured on the Policy) - **RECEIVED July 11, 2022 - EXP 12/12/2022**

- Please note the change of address for ISD 709:

  4316 Rice Lake Road, Suite 108
  Duluth, MN 55811

Once fully executed and the above referenced documents are received, a copy of the Agreement will be emailed to you via DocuSign **which will also serve as your Authorization to Proceed**.

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office)

If you have any questions, please call me at 218-336-8907.

Sincerely,

David J. Spooner
Manager of Facilities
DJS/lst

DocuSign Envelope ID: 55181453-C706-4F6A-A671-84AB39D6540A

AGREEMENT

THIS AGREEMENT made and entered into this 11th day of July, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and **VelocityEHS**, 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 upon full execution of this agreement and all requirements and shall remain in effect until project is complete, 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.** Perform all work as defined in QUOTE # Q-145730 - On-Site Chemical Inventory for a lump sum of $19,000.75 based on work scope details provided by ISD 709, and covers all related travel and administrative expenses as well as the estimated on-site labor hours needed (not to exceed 74 hours) to inventory approximately 1190 chemicals at 8 distinct locations. No additional charges will be incurred without prior approval from ISD 709 Facilities Management.

This Contract consists of the following:

1. Printed Memorandum of Agreement and Title Sheet;
2. Contractor's proposal Q-145730;
3. Contractor's Insurance Policy;
4. Any other documents identified by District.

3. **Background Check. N/A**

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 the 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 for a lump sum of $19,000.75. 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

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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 receipt of all required backup documentation and 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: David Spooner, 215 North 1st Avenue East, Duluth, MN 55802.

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 VelocityEHS, 222 Merchandise Mart Plaza, Suite 1750, Chicago, IL 60654.

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

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

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

14. **Compliance with Laws.** The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of the District. Those governing laws include but are not limited to Minnesota Statute 16C.05 (5) (formerly 1998 Minnesota Laws Ch. 386, Art. 1 Section 6) which Statute presently provides that the books, records, documents and accounting procedures and practices of the vendor or other party, that are relevant to the Contractor transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. The other provisions of the Statute also apply.

The Contractor recognizes that, to the extent that competitive vendor requirements apply to this Contract, those requirements apply to the award and performance of this Contract.

The Regulations of the District are incorporated into this Contract by reference and must be complied with whether or not specifically identified in this Contract.

15. **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.

16. **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.

17. **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.

18. **Insurance.** 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 Worker's 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

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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. The District shall be listed as the certificate holder and shall be named an additional insured under said policy and proof of this insurance shall be provided to the District. This insurance shall be in the amount of at least $1,500,000 per occurrence.

Professional Liability: If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work in any way related to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of $1,500,000 each claim.

19. **Bonding.** Contractor shall provide such Payment and Performance Bonds as required.

20. **Representatives of District.** The Contractor shall perform work pursuant to this Agreement pursuant to the request and authority of the following persons:

ISD 709 Employee	Position
Cathy Erickson	CFO/Executive Director of Business Services

The Consultant shall report to the following persons regarding its work pursuant to this Agreement, or the designees:

ISD 709 Employee	Position
David Spooner	Manager of Facilities

21. **Protection of District.** To the extent that work by the Contractor or others on behalf of ISD 709 is to be planned, conducted, supervised or reviewed by the Contractor, the Contractor shall advise ISD 709 if such work:

a. is not being performed pursuant to the plans and specifications, according to the best practice or in accordance with industry standards;
b. should be rejected or modified;
c. should be performed in a different manner and whether other work should be performed;
d. requires ISD 709 to be advised of any other facts or opinions regarding that work.

In all respects, the Contractor shall represent the interests of ISD 709 and act to protect those interests and endeavor to guard ISD 709 against defects, deficiencies and omissions in the performance of the work.

22. **Negotiation, Mediation and Arbitration.** Any disputes between the parties shall first be negotiated. If the parties are not successful in negotiation, they then shall subject the dispute to mediation. If mediation is not successful, then any disputes between ISD 709 and the Consultant shall be resolved through binding arbitration. The arbitration shall be conducted in

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the State of Minnesota, and Minnesota law shall apply. Unless otherwise agreed by the parties, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association.

At the option of ISD 709, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, material men and other consultants as may be involved in the dispute. Contractor shall include this paragraph in all its subcontracts dealing with the work of ISD 709.

Following the issuance of a demand for arbitration, any party to the arbitration shall be entitled to use all discovery methods permitted in the Minnesota Rules of Civil Procedures for ISD 709 courts. Once selected, the arbitrator shall hear any discovery disputes regarding discovery unless otherwise agreed by the parties.

23. **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.

DocuSigned by:
Jake Furey
75ED5E0B1CED483...

VelocityEHS | N/A (SSN/Tax ID Number) | 7/12/2022 (Date)

DocuSigned by:
Matthew Johnson
B6DDF2F28A6F40F...

Program Coordinator - Health & Safety | 7/12/2022 (Date)

DocuSigned by:
David Spooner
1AFAF2483495423...

Program Director - Facilities Management | 7/12/2022 (Date)

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

This contract is funded by either:

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

Please check the appropriate line below:

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

05	E	005	865	352	305	000

_____ 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

DocuSigned by:
Catherine A. Erickson
EB8F2CAC8D644B2...

CFO / Superintendent of Schools / Board Chair | 7/12/2022 (Date)

DocuSigned by:
Laurie Smith-Tremble
C67FF62E38904F6...

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July 19, 2022

Horizon Commercial Pool Supply
Attn: Pat Penner
4444 Round Lake Road West
Arden Hills, MN 55112

RE: QUOTE #QUO601 – Lincoln Park MS Drain Cover Replacement

Dear Mr. Penner:

Attached please find a copy of the agreement between ISD #709 and Horizon Commercial Pool Supply for the above referenced project to be performed during either the 1st or 2nd week of August 2022, exact date to be determined once parts arrival time is determined. After review and if you concur, please, sign and date the following items where indicated, **via DocuSign** by **July 20, 2022**:

- **Agreement**

Provide the following by **July 20, 2022** (please email to laura.smithtremble@isd709.org):

- **Certificate of Insurance** (ISD #709 must be named as Certificate Holder and Additional Insured on the Policy)

- Please note the change of address for ISD 709:

  4316 Rice Lake Road, Suite 108
  Duluth, MN 55811

Once fully executed and the above referenced documents are received, a copy of the Agreement will be emailed to you via DocuSign **which will also serve as your Authorization to Proceed**.

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2023)

If you have any questions, please call me at 218-336-8907.

Sincerely,

David J. Spooner
Manager of Facilities
DJS/lst

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AGREEMENT

THIS AGREEMENT, made and entered into this 11th day of July, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and **Horizon Commercial Pool Supply**, 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 July 19, 2022 and shall remain in effect until project completion, 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.** Perform all work as specified in **QUOTE #QUO601 - Lincoln Park MS Drain Cover Replacement**. This contract award is approximately $2,782.50. The bulbs will be ordered and replaced at a future date. **Total Contract award amount is $2,782.50 for the Drain Cover Replacement only.**:

This Contract consists of the following:

1. Printed Memoranda of Agreement and Title Sheet;
2. Contractor's **QUOTE #QUO601**;
3. Contractor's Insurance Policy;
4. Contractor's Affidavit; and
5. Any other documents identified by District.

3. **Background Check. N/A**

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 the 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 based upon the drain cover replacement as defined in QUOTE #QUO601. 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

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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 receipt of all required inspection reports and 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: David Spooner, 4316 Rice Lake Road, 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 Horizon Commercial Pool Supply, 4444 Round Lake Rd West, Arden Hills, MN 55112.

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.

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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. **Compliance with Laws.** The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of the District. Those governing laws include but are not limited to Minnesota Statute 16C.05 (5) (formerly 1998 Minnesota Laws Ch. 386, Art. 1 Section 6) which Statute presently provides that the books, records, documents and accounting procedures and practices of the vendor or other party, that are relevant to the Contractor transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. The other provisions of the Statute also apply.

The Contractor recognizes that, to the extent that competitive vendor requirements apply to this Contract, those requirements apply to the award and performance of this Contract.

The Regulations of the District are incorporated into this Contract by reference and must be complied with whether or not specifically identified in this Contract.

15. **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.

16. **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.

17. **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.

18. **Insurance.** 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. The District shall be listed as the

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certificate holder and shall be named an additional insured under said policy and proof of this insurance shall be provided to the District. This insurance shall be in the amount of at least $1,500,000 per occurrence.

Professional Liability: If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work in any way related to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of $1,500,000 each claim.

19. **Bonding.** Contractor shall provide such Payment and Performance Bonds as may be required, if any.

20. **Representatives of District.** The Contractor shall perform work pursuant to this Agreement pursuant to the request and authority of the following persons:

ISD 709 Employee	Position
John Magas	Superintendent

The Consultant shall report to the following persons regarding its work pursuant to this Agreement, or the designees:

ISD 709 Employee	Position
David Spooner	Manager of Facilities

21. **Protection of District.** To the extent that work by the Contractor or others on behalf of ISD 709 is to be planned, conducted, supervised or reviewed by the Contractor, the Contractor shall advise ISD 709 if such work:

a. is not being performed pursuant to the plans and specifications, according to the best practice or in accordance with industry standards;
b. should be rejected or modified;
c. should be performed in a different manner and whether other work should be performed;
d. requires ISD 709 to be advised of any other facts or opinions regarding that work.

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23. **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.

DocuSigned by:
Jordan Pinney
6EE7DDB806BE41C...

41-1743611

7/19/2022

Horizon Commercial Pool Supply Signature | SSN/Tax ID Number | Date

DocuSigned by:
David Spooner
1AFAF2483495423...

7/19/2022

Program Director | Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

05	E	225	865	381	350	000

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

DocuSigned by:
John Magas
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7/19/2022

CFO / **Superintendent of Schools** / Board Chair | Date

DocuSigned by:
Laurie Smith-Tremble
C67FF62E38904F6...

STATEMENT OF WORK

Project Name:	Duluth Public Schools-2022.06-Boardroom AV Install	**Seller Representative:** Dave Donarski +1 (847) 465-6000 davedon@cdwg.com
Customer Name:	Duluth Independent School District No. 709 (MN)	
CDW Affiliate:	CDW Government LLC	
Subcontractor:	SVT	**Solution Architect:**
Date:	June 13, 2022	
Drafted By	Tony Rakittke	

This statement of work ("**Statement of Work**" or "**SOW**") is made and entered into on the last date that this SOW is fully executed as set forth below ("**SOW Effective Date**") by and between the undersigned, CDW Government LLC ("**Provider**," and "**Seller**,") and Duluth Independent School District No. 709 (MN) ("**Customer**," and "**Client**,").

This SOW shall be governed by that certain Sourcewell Vendor Agreement 081419#CDW between CDW Government LLC and Sourcewell effective December 1, 2019 (the "**Agreement**") If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement.

PROJECT SCOPE

Provider will design and install a new divisible meeting space used for Board Meetings and multipurpose. Three rooms will be capable of being used "stand alone" or "combined". Each room will have access to (1) floor box HDMI input, (1) wall HDMI input, and (1) dedicated wireless presentation gateway that shall support app-based sharing supporting iOS and Chrome. When combined any input can be sent to any of the rooms four displays.

- A owner provided room PC will be available as an input to the system and intended to be used multipurpose use.
- Each room will have a wall mounted 10" touch panel for system controls.
- Six ceiling speakers will be installed in each room to provide clear and even sound re-enforcement and program audio playback.
- Room 1 shall have a 137" recessed ceiling projection screen with 8000 lumens laser projector for use when configured for Board meetings. On the side wall the room shall also feature a wall mounted 86" LED.
- Rooms 2 & 3 will each feature a wall mounted 86" LED.
- Two 86" wall mounted displays will be located in the hallway outside of the meeting space.
- Thirteen wireless table microphone bases with 15" goosenecks will be provided to be placed at each of the 12 board members seats, with the thirteenth residing at the the podium for public speakers.
- Two wireless microphone systems will be provided and configured for hand held and clip on bodypack with lapel.
- Wireless microphone shall come with a charging base capable of being put on the network for management.
- A Vaddio IP Shot camera system will be integrated and will support three ceiling mounted PTZ cameras that can be controls from the rooms touch panel. Cameras will be capable of being streamed to the internet (Facebook, YouTube, Other) as well as the capability of them to be tied in to the room PC for use with video conference applications.

- A custom control system shall be provided with an intuitive user interface. Along with the 10" panels in each room the system will be controllable remotely by way of Crestron X-Panel running in any web browser.
- Services shall include a full team of Project Management, Systems Engineer, Control System Programmer and Lead Technician. Our project process shall include a proper project kick-off call, and regular coordination calls. Installation will include methodical final testing and commissioning and shall not be considered complete until the customer has approved of the work and signed off on the project completion form.
- All existing AV equipment that shall be replaced will be removed and left in a TBD location onsite for customer to recycle.

PROJECT RESPONSIBILITIES

1. Customer is responsible for ensuring client furnished equipment is in good working order. Provider is not responsible for defective or malfunctioning equipment furnished by the customer. Additional time and material may be required to provide a working system.
2. Provider will be responsible for the physical connections of the video conference device to the display(s), microphone(s),audio equipment, presentation device(s), and network.
3. Provider will enter customer provided network settings/configuration to the AV endpoints. Service provider will provide a form for all required information to be completed by the customer prior to on-site installation.
4. The customer is responsible for providing required network connection at the AV endpoint.
5. The customer is responsible for providing required network setting/configuration/licensing for AV endpoint.
6. The customer is responsible for providing required back end configuration to support the AV endpoint.
7. If the customer provided settings or back end configuration is not ready or correct, it is assumed that the install portion is correct and will be completed by others when ready.

PROJECT ASSUMPTIONS

1. The labor described within this scope of work is considered non-union labor. Union, night-time, weekend, and holidays rates are available and based on geographic location and will incur additional costs that will be billed accordingly.
2. All labor to commence within standard day-time hours during the standard 5 business days of the week, Monday – Friday, 8:00am to 5:00pm local time, exclusive of holidays and weekends.
3. All customer provided equipment to be in good working order. If customer provided equipment is found to be defective a change order for additional material and labor may be required.
4. Service provider may require 6-8 weeks lead time from the signed SOW or PO before the onsite work would begin.
5. All working hours are estimated to take place during normal business hours Monday-Friday 7am-5pm.
6. If applicable, all network cables are to be active prior to arrival at site.
7. The customer is responsible for providing all necessary power and data connectivity unless otherwise detailed in above scope.
8. Customer is responsible for providing all low voltage conduit and pathways unless otherwise detailed in above scope.
9. Customer is responsible for any modifications to conference room tables or other furniture unless otherwise detailed in above scope.
10. Project pricing excludes all costs for permits, licensing, or any other fees required by the local Township, State, or Federal jurisdiction offices.
11. Project pricing is based on standard labor rates and does not reflect union, overtime, or prevailing wage requirements. If found that special pay rates are required a revision of SOW or a change order will be required.
12. Customer is responsible for secure storage for all delivered equipment leading up to and during the course of the installation.
13. Customer is responsible for a designated trash area for all refuse and packing materials.

14. Customer is responsible for any changes to the executed scope of work leading up to or during the installation process.

OUT OF SCOPE

Tasks outside this SOW include, but are not limited to:

1. Permits, licensing, or any other fees required by the local Township, State, or Federal offices.
2. Repair, troubleshooting, replacement of existing equipment.

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

GENERAL RESPONSIBILITIES AND ASSUMPTIONS

- Customer is responsible for providing all access that is reasonably necessary to assist and accommodate Seller's performance of the Services.
- Customer will provide in advance and in writing, and Seller will follow, all applicable Customer's facility's safety and security rules and procedures.
- Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment, other than solely as a result of Seller's gross negligence and willful misconduct.
- This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.

PROJECT MANAGEMENT

Seller will assign a project management resource to perform the following activities during the project:

Kickoff Meeting. Review SOW including project objectives and schedule, logistics, identify and confirm project participants and discuss project prerequisites.
Project Schedule or Plan. A project schedule that details the schedule and resources assigned to the project. The schedule should align with the estimated project duration as established in the Project Scheduling section.
Status Meetings and Reports. Status meetings will be conducted on a regular cadence schedule based on agreement with stakeholders, the estimated project duration and budget available. During these meetings, the Seller and Customer will discuss action items, tasks completed, tasks outstanding, risks, issues, key decisions and conduct a budget review.
Change Management. When a change to a project occurs, the Seller's project change control process will be utilized.
Project Closure. Once verbal scope completion is confirmed, a written Project Closure Acceptance will be provided for Customer to formally acknowledge. If desired, the project team will meet to recap, answering any questions address project transition activities and next steps.

Project Management
A Project Manager is assigned and provides the following:

- Coordinates and facilitates kickoff, status (at agreed upon intervals) and close out calls
- Documents and distributes meeting notes/action items for all calls
- Creates and distributes escalation and contact lists
- Conducts regular status meetings to proactively identify any issues that may arise in order to mitigate risk
- Facilitates any necessary Change Orders and administrative tasks as necessary
- Monitors project scope and expectations
- Identifies and manages project risks
- Monitors the status and progress of the project and the quality of items provided
- Communicates at regular intervals, as agreed upon
- Acts as the main Point Of Contact to Customer, if requested

- Ensures project timelines, dependencies, budgets and closure are met within the project lifecycle

CONTACT PERSONS

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**"). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule ("**Anticipated Schedule**") based on Seller's project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

The following scheduling scenarios that trigger delays and durations to extend beyond what's been planned may require a Change Order:

- Site preparation, such as power, cabling, physical access, system access, hardware/software issues, etc. must be completed in a timely manner.
- Project tasks delegated to Customer PMs/Engineers/Techs/Management/Resources must be completed in a timely manner. For example, in the event a project 's prioritization is demoted, and Customer resources are reallocated causing the project's schedule to extend on account of experiencing interruptions to its momentum requiring complete stop(s) and start(s).
- External projects/dependencies that may have significant impact on the timeline, schedule and deliverables. It is Seller's assumption that every reasonable attempt will be made to mitigate such situations.

TOTAL FEES

The total fees due and payable under this SOW ("**Total Fees**") include both fees for Seller's performance of work ("**Services Fees**") and any other related costs and fees specified in the Expenses section ("**Expenses**").

Seller will invoice for Total Fees. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or

calculations provided herein. The pricing included in this SOW expires and will be of no force or effect unless it is signed by Customer and Seller within thirty (30) days from the Date list on the SOW, except as otherwise agreed by Seller. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

SERVICES FEES

Services Fees hereunder are FIXED FEES, meaning that the amount invoiced for the Services will be $75,000.00.

The invoiced amount of Services Fees will equal the amount of fees applicable to each completed project milestone (see Table below).

Table – Services Fees

Milestone	Percentage	Fee
Project Kick Off Call	30%	$22,500.00
Completion of Work	70%	$52,500.00
Totals	**100%**	**$75,000.00**

EXPENSES

Neither travel time nor direct expenses will be billed for this project.

TRAVEL NOTICE

Two (2) weeks' advance notice from Customer is required for any necessary travel by Seller personnel.

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the locations specified on the attached Exhibit ("**Customer-Designated Locations**").

SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

CDW Government LLC	**Duluth Independent School District No. 709 (MN)**
By:	By: Catherine Erickson
Name: Services Contracts Manager	Name: Catherine Erickson
Title: Services Contract Manager	Title: CFO
Date:	Date: Jun 24, 2022
Mailing Address:	Mailing Address:
200 N. Milwaukee Ave.	215 N 1ST AVE E, ACCTS PAYABLE
Vernon Hills, IL 60061	DULUTH, MN 55811-4012

EXHIBIT A

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations ("**Customer-Designated Locations**").

Location(s)	**Address**
District Board Room	800 East Central Entrance, Duluth, MN 55811

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SOLUTIONS AGREEMENT
(via Authorized Partner)

This Solutions Agreement (the "***Agreement***") is a legal agreement entered into by and between the Customer identified in the signature block below ("***Customer***") and Arctic Wolf Networks, Inc. ("***Arctic Wolf***") and governs any order forms, quotes, or other ordering document executed by the Customer ("***Order Form***") that reference this Agreement. An Order Form will be issued to Customer by an Arctic Wolf authorized partner ("***Authorized Partner***"). This Agreement is effective on the date last executed in the signature block below (the "***Effective Date***"). This Agreement permits Customer to purchase subscriptions to the Solutions, as defined below, identified in the Order Form from its Authorized Partner and sets forth the terms and conditions under which those Solutions will be delivered. The Agreement consists of the terms and conditions set forth below, any attachments or exhibits identified herein and any Order Forms that reference this Agreement. If there is a conflict between the terms below, the Order Form, or the terms set forth in an URL referenced herein (such URL terms, the "***Terms***"), the documents will control in the following order: the Order Form, this Agreement, and the Terms. Any capitalized terms not otherwise defined herein will have the meaning set forth in the Solutions Terms.

In consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Scope.

1.1 Solutions. Customer will purchase and Arctic Wolf, together with its Affiliates, will provide the specific products and services (each a "***Solution***" or collectively, "***Solutions***") as specified in the applicable Order Form. For purposes of this Agreement, ***"Affiliate"*** means any company or other entity, which directly or indirectly controls, is controlled by or is under joint control with Arctic Wolf.

A Solution will be comprised of the following components:

	Managed Detection & Response Solution	***Managed Risk Solution***	***Managed Security Awareness / Managed Security Awareness+ Solution***
Software	The object form of any software, including any operating system software included in the Equipment, and add-ons offering enhanced features and functionality made generally available to Arctic Wolf customers from time-to-time	The object form of any software, including any related to virtual Equipment, if applicable, any operating system software included in the Equipment, and add-ons offering enhanced features and functionality made generally available to Arctic Wolf customers from time-to-time	N/A
Equipment	Virtual appliances or physical sensors	Virtual appliances or physical scanners	N/A
Content	N/A	N/A	Online access and download rights, if licensed by Customer, to Customer learning content and Content Compliance Pack within the Administrator Dashboard and/or Content Library
Content Management Hosting Environment	N/A	N/A	Access to and use of a cloud-based learning management tool (the "Administrator Dashboard") and metrics related to the use of the Content by Customer's users
Services	Support, onboarding services, and services provided by Security Services, all as described in the Solutions Terms (defined below)	Support, onboarding services, and services provided by Security Services, all as described in the Solutions Terms (defined below)	Support, onboarding services, and Content modification services, all as described in the Solutions Terms (defined below)
Professional Services	As agreed by the parties in accordance with Section 3	As agreed by the parties in accordance with Section 3	As agreed by the parties in accordance with Section 3
Platform	One (1) vSensor 100 series Unlimited data ingestion Access to the Customer Portal Use of the Arctic Wolf Agent 90-day Log Retention (unless another retention period is purchased by	Unlimited data ingestion Access to the Customer Portal Use of the Arctic Wolf Agent	N/A

	Customer and set forth on an Order Form)		72

1.2 License Grant. The Solutions are provided on a subscription basis for a set term designated on the Order Form (each, a "***Subscription Term***") for the one-time costs and subscription fees set forth therein (the "***Fees***"). Provided Customer is in compliance with the terms of this Agreement, including payment of Fees, Arctic Wolf grants to Customer a limited, non-transferable, non-sublicensable, non-exclusive right and/or license during the Subscription Term, to the extent a component of the Solutions being licensed by Customer as set forth in Section 1.1 above, to:

(i) Install, use and access the Software,
(ii) Use the Equipment for purposes of the use of the Solutions,
(iii) Obtain and use the Services in conjunction with Customer's use of the Solutions,
(iv) Load Customer's users and associated information for delivery of Content and use of the Administrator Dashboard,
(v) Access the Customer Portal and/or Administrator Dashboard, as applicable, subject to the Privacy Notice located at https://arcticwolf.com/privacy-policy-for-customer-portal-users/, as may be updated from time-to-time in accordance with Section 13 below (the ***"Privacy Notice"***),
(vi) Access and use the Platform features and functionality,
(vii) Use Arctic Wolf Trademarks included in the Content in accordance with the Solutions Terms, and
(viii) Distribute, display, transmit, and, if licensed by Customer, download certain Content in electronic format.

Customer may access and use the Solutions, and any Documentation associated therewith, solely for its own internal business purposes and in accordance with the terms and conditions of this Agreement, such associated Documentation, any scope of use restrictions and license counts, including by server, user, or such other licensing metric designated in the applicable Order Form, and the Solutions Terms found at https://arcticwolf.com/terms/solutionsterms/, as may be updated from time to time by Arctic Wolf in accordance with Section 13 herein (the ***"Solutions Terms"***). "***Documentation***" means user manuals, training materials, product descriptions and specifications, and other printed information relating to the Solution, as in effect and generally available from Arctic Wolf, but expressly excluding marketing and sales collateral and materials.

1.3 Future Functionality. Customer agrees that it has not relied on the promise of availability of any future functionality of the Solutions or any other future product or service in executing this Agreement or any Order Form. Customer acknowledges that information provided by Arctic Wolf regarding future functionality should not be relied upon to make a purchase decision. Should Arctic Wolf offer additional optional functionality in the future that complement the Solutions, Customer may elect to subscribe to and obtain a license to the optional functionality for an additional fee.

1.4 Except as otherwise provided herein, Customer understands and agrees that the Authorized Partner may not modify this Agreement or make any commitments related to the delivery or performance of the Solutions on Arctic Wolf's behalf.

1.5 Beta Solutions.

1.5.1 From time-to-time Arctic Wolf may invite Customer to try, at no charge, Arctic Wolf products, features, or functionality that are not generally available to Arctic Wolf's customers ("Beta Solutions"). Customer may accept or decline any such trial in its sole discretion. Any Beta Solutions will be clearly designated as beta, pilot, limited release, developer preview, non-production or by a description of similar import.

1.5.2 Restrictions and Disclaimers. Beta Solutions are provided for evaluation purposes and not for production use, are not supported, may contain bugs or errors, and may be subject to additional terms. Beta Solutions are not considered Solutions hereunder and are provided solely and exclusively "AS IS" with no express or implied warranty of any kind. CUSTOMER ASSUMES AND UNCONDITIONALLY RELEASES ARCTIC WOLF FROM ALL RISKS ASSOCIATED WITH THE USE OF ANY BETA SOLUTIONS. Arctic Wolf may discontinue the Beta Solutions at any time in its sole discretion and Arctic Wolf will make reasonable efforts to provide Customer with advanced notice of any such discontinuance. Arctic Wolf does not promise or represent that Beta Solutions will be made generally available.

1.5.3 NO DATA RETENTION. ANY DATA ENTERED INTO THE BETA SOLUTIONS MAY BE PERMANENTLY LOST UNLESS CUSTOMER: (i) PURCHASES A SUBSCRIPTION TO THE COMMERCIALLY AVAILABLE VERSION OF THE BETA SOLUTIONS AS MAY BE MADE AVAILABLE BY ARCTIC WOLF; OR (ii) TO THE EXTENT POSSIBLE, EXPORTS SUCH DATA PRIOR TO TERMINATION OF THE BETA SOLUTIONS.

1.5.4 LIMITED LIABILITY. ARCTIC WOLF'S ENTIRE LIABILITY IN CONNECTION WITH ANY USE OF THE BETA SOLUTIONS WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WILL NOT, AS TO ANY INDIVIDUAL CLAIM OR IN THE AGGREGATE, EXCEED $50. IF CUSTOMER DOES NOT AGREE TO THE ALLOCATION OF RISK IN THIS SECTION, ITS SOLE RECOURSE IS TO IMMEDIATELY DISCONTINUE THE USE OF THE BETA SOLUTIONS.

1.5.5. Despite anything to the contrary in this Agreement, Customer acknowledges that (a) Beta Solutions may not be supported and may be changed at any time, including in a manner that reduces functionality, (b) Beta Solutions may not be available or reliable, and (c) Beta Solutions may not be subject to the same security or audits as the Solutions.

2. Equipment. If the Order Form specifies that Customer will receive Equipment, then Customer is responsible for installing the Equipment at the location(s) specified by Arctic Wolf and for the implementation of appropriate data protection practices related to the protection of any information included on such Equipment while the Equipment is located within Customer's environment. The Equipment is a part of the Solutions and included with the subscription to the Solutions for use by Customer during the Subscription Term. If Customer attempts to install or use the Equipment at a location other than the location determined by Customer and communicated to Arctic Wolf during onboarding or at any time thereafter, the Solutions may fail to function or may function improperly. In the event Customer installs, uses, or relocates the Equipment, Customer will promptly notify Arctic Wolf so that Equipment deployment information can be updated within Customer's account. Other than normal wear and tear, Customer is directly responsible for the replacement cost of the Equipment associated with any loss, repair, or replacement, including any other costs, damages, fees and charges to repair the Equipment. If applicable, Arctic Wolf will ship Equipment to Customer and will

pay the freight costs associated with shipping the Equipment to Customer's designated locations. Customer is responsible for all additional costs and expenses associated with shipping the Equipment to its designated locations and for the return of the Equipment to Arctic Wolf. Such additional costs and expenses may be reflected on an Order Form, from time-to-time following shipment of the Equipment and will be invoiced by Arctic Wolf or the Authorized Partner. Customer understands and agrees if the Equipment is shipped outside of the United States or Canada (or such other locations identified by Arctic Wolf), Customer is responsible for acting as the importer of record.

3. Professional Services. In the event Arctic Wolf and Customer agree on the delivery of Professional Services, any such Professional Services shall be specified on an Order Form and described in a statement of work which shall reference this Agreement.

4. Reservation of Rights and Ownership. Arctic Wolf owns or has the right to license the Solutions and any associated Documentation (***"Arctic Wolf Technology"***). Customer acknowledges and agrees that: (a) the Arctic Wolf Technology is protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws; (b) Arctic Wolf retains all right, title and interest (including, without limitation, all patent, copyright, trade secret and other intellectual property rights) in and to the Arctic Wolf Technology, excluding any rights, title, and interest in any Third Party Products (as defined in Section 10.3 below) which shall be retained by its third party licensor(s), any other deliverables, know-how, databases, developed programs, and registered or unregistered intangible property rights; (c) there are no implied licenses and any rights not expressly granted to Customer hereunder are reserved by Arctic Wolf; (d) the Solution, excluding Professional Services, is licensed on a subscription basis, not sold, and Customer acquires no ownership or other interest (other than the license rights expressly stated herein) in or to the Arctic Wolf Technology; and (e) the Solution is offered as an on-line, hosted solution, and Customer has no right to obtain a copy of the Software.

5. Restrictions, Responsibilities, and Prohibited Use.

5.1 Restrictions. Customer agrees not to, directly or indirectly: (i) modify, translate, copy or create derivative works of the Arctic Wolf Technology; (ii) reverse engineer, decompile, disassemble, or otherwise seek to obtain the intellectual property contained within Solutions, except to the extent expressly permitted by applicable law (and then only upon advance notice to Arctic Wolf); (iii) interfere with or disrupt the integrity or performance of the Solutions or the data and information contained therein or block or disrupt any use or enjoyment of the Solutions by any third party; (iv) attempt to gain unauthorized access to the Arctic Wolf Technology or related systems or networks; (v) remove or obscure any proprietary or other notice contained in the Arctic Wolf Technology, including on any reports or data printed from the Arctic Wolf Technology; (vi) unless Customer is an authorized MSP partner of Arctic Wolf, use the Solutions in connection with a service bureau, service provider or like activity whereby Customer operates or uses the Solutions for the benefit of a third party; (vii) use the Solutions to monitor or scan any environments for which Customer has not received consent; or (viii) with respect to Customer's subscription to the Managed Security Awareness Solution, include material or information that is obscene, defamatory, libelous, slanderous, that violates any person's right of publicity, privacy or personality, or otherwise results in any tort, injury, damage or harm to any person. Customer agrees to abide by the terms of the Acceptable Use Policy at https://arcticwolf.com/terms/acceptable-user-policy/, as may be updated from time-to-time in accordance with Section 13 below. If Arctic Wolf, in its reasonable discretion, determines that Customer's use of or access to the Solutions imposes an actual or imminent threat to the security or stability of Arctic Wolf's infrastructure or that Customer is abusing its use of the Solutions in contravention with the terms of this Agreement, Arctic Wolf may, in addition to any other right herein, temporarily suspend Customer's access to the Solutions until such activity is rectified. If commercially practicable, Arctic Wolf shall provide Customer with notice prior to any such suspension and shall work with Customer in good faith to reinstate the Solutions promptly.

5.2 Arctic Wolf Responsibilities. Arctic Wolf shall provide the Solutions Customer subscribes to as set forth on an Order Form in accordance with the terms of this Agreement, as further described in the Solutions Terms. The Solutions provided under this Agreement shall include any updates, upgrades, bug fixes, version upgrades or any similar changes that are made generally available to Arctic Wolf's customers free of charge from time to time during the Subscription Term.

5.3. Customer Responsibilities. Customer must identify the administrative users for its account which may include Customer's authorized (email authorization sufficient) third party service providers and agents (***"Administrators"***). Each Administrator will receive an administrator ID and password and will need to register with Arctic Wolf. Customer is responsible for notifying Arctic Wolf about changes to Administrators, including but not limited to termination, change of authority, and the addition of Administrators. Customer acknowledges and agrees that Administrators will be able to view all Solutions Data and other traffic and activities that occur on Customer's network and that Customer is responsible for all activities that occur under Administrator accounts. Administrator IDs are granted to individual, named persons and cannot be shared or used by more than one Administrator but may be reassigned from time-to-time to new Administrators. Notwithstanding anything contrary herein, Customer understands and agrees that transmission of Solutions Data to Arctic Wolf may be impacted by in-country technical issues and requirements. Arctic Wolf will provide reasonable assistance to Customer in such instances but is not liable if the Solutions Data cannot be transmitted outside of such country. Customer understands and agrees that it will need to implement security controls to protect the Equipment and the data included therein. Customer, depending on the scope of the deployment, may be required to implement software and services to enable features of the Solutions. Customer acknowledges that any changes Customer makes to its infrastructure or the configuration of the Solutions after initial deployment may cause the Solutions to cease working or function improperly and that Arctic Wolf will have no responsibility for the impact of any such Customer changes. Customer understands that depending on the Solution deployed, a Solution may consume additional CPU and memory in Customer's environment while running in production.

5.4 Anti-corruption. In no event shall Arctic Wolf be obligated to take any action (including the shipping of any product or the provision of any service) or omit to take any action that Arctic Wolf believes in good faith would cause it to be in violation of any U.S. or foreign laws or regulations, including, without limitation, the U.S. Foreign Corrupt Practices Act (the ***"FCPA"***). Neither party will (i) attempt to, directly or indirectly, improperly influence the sale or purchase of products by payments or other actions contrary to law or regulation, or (ii) take any action or permit or authorize any action that would violate or cause a party to violate the FCPA, the UK Bribery Act, or other applicable anti-corruption laws or regulations. Neither party will, for the purpose of influencing any act or decision to obtain or retain business or direct business to any person, pay, offer or promise to pay, or authorize the payment of, directly or indirectly, any money or anything of value to or for the use or benefit of any of the following: (a) any government official (including any person holding an executive, legislative, judicial or administrative office, whether elected or appointed, or any representative of any public international organization, or any person acting in any official capacity for or on behalf of any

government, state-owned business or public organization); (b) any political party, official thereof, or candidate for political office; or (c) any other person if a party or any respective partner, officer, director, employee, agent, representative or shareholder of such party knows or has reason to suspect or know that any. part of such money or thing of value will be offered, given or promised, directly or indirectly, to any of the above-identified persons or organizations. Each party acknowledges and agrees that none of its officers, directors, employees, agents or representatives is a government official or employee or an official or employee of any department or instrumentality of any government, nor is any of them an officer of a political party or candidate for political office, who will share directly or indirectly any part of the sums that may be paid pursuant to performance of this Agreement; and each party agrees to immediately notify the other party should the foregoing change during the term of this Agreement. Each party represents and warrants that neither this Agreement nor the performance of or exercise of rights under this Agreement is restricted by, in conflict with, requires registration or approval or tax withholding under, or will require any termination or expiration, compensation, or any compulsory licensing under, any applicable law or regulation of any country or other governmental entity, and each party will not make any claim to the contrary (each party is relying on this representation and warranty, among other provisions of this Agreement, in entering this Agreement and would not enter this Agreement in its absence).

5.5 Trade Controls. Customer understands that the Solutions may be subject to the export control, economic sanctions, customs, import, export and anti-boycott laws, regulations, and orders promulgated or enforced by Canada, the United States, Customer's country of residence, and any other country or governmental body having jurisdiction over the parties to this Agreement ("Trade Controls"). Customer agrees not to export, re-export, provide, or transfer the Solutions outside of Customer's country of residence. Within Customer's country of residence, Customer shall ensure that the Solutions are not re-exported, provided or transferred to any person or entity listed on any restricted persons list issued by Canada or identified on the Bureau of Industry and Security's Denied Persons, Entity, or Unverified List or the Office of Foreign Assets Control's Specially Designated Nationals List or List of Consolidated Sanctions (collectively, the "Restricted Persons Lists"). Customer represents and warrants that it and its shareholders, members, partners, or other owners are not listed on, or owned 50% or more, collectively or individually, by anyone on a Restricted Persons List. Customer shall not use the Solutions (a) for a military application, wherever located; or (b) with knowledge or reason to know that the Solutions will be used for nuclear, chemical, or biological weapons proliferation or (c) for any other end use or by any end user otherwise prohibited by applicable Trade Controls. Upon request by Arctic Wolf, Customer will complete and provide an end use certificate in the form requested by Arctic Wolf. Arctic Wolf may suspend and/or cancel the export, delivery, and or servicing of the Solutions, if: (i) Arctic Wolf has not received requested end-user certifications; (ii) Arctic Wolf has not received any government approvals required to comply with Trade Controls, or (iii) Arctic Wolf believes that such activity may violate any Trade Controls. If the Solutions are resold or transferred in violation of any Trade Controls or the provision of this Agreement, Arctic Wolf shall not be obligated to provide any warranty service or technical support for such Items.

6. Fees, Payment, Taxes, and Audit.

6.1 Fees, Payment, & Taxes. Customer will purchase the Solutions through the Authorized Partner. The Order Form containing terms related to fees, payment, taxes, audit, and any other related terms shall be between Customer and the Authorized Partner. Customer will pay any owed amounts to the Authorized Partner, as agreed between Customer and Authorized Partner. Customer agrees that Arctic Wolf may suspend or terminate Customer's use of the Solutions upon ten (10) days' written notice to Customer if Arctic Wolf does not receive payment of Fees from the Authorized Partner. The amounts paid by Authorized Partner to Arctic Wolf for Customer's use of the Solutions under this Agreement will be deemed the amount actually paid or payable under this Agreement for purposes of calculating Arctic Wolf's liability under Section 11. Customer's renewal pricing will be communicated to Customer by the Authorized Partner in accordance with the terms Customer has with the Authorized Partner or by Arctic Wolf prior to the renewal Subscription Term.

6.2 Audit. During the term of this Agreement and for one year thereafter, Customer shall provide Arctic Wolf, or its designated representative, promptly upon request with appropriate records requested by Arctic Wolf to verify Customer's compliance with the Agreement, including specifically its license counts as set forth on an Order Form. Arctic Wolf, at its option, may require that an executive officer of Customer certify in writing to Customer's compliance with this Agreement and disclose the scope of use of the Solutions by Customer. If, because of such audit, Arctic Wolf determines that Customer has exceeded the number of licenses subscribed to by Customer on an Order Form, Arctic Wolf will notify Customer of the number of additional licenses, along with the associated Subscription Fees prorated through the end of the then-current Subscription Term, and Customer will remit payment for such Subscription Fees in accordance with this Section 6.

7. Confidentiality. Either party (as a "***Discloser***") may disclose confidential and proprietary information, orally or in writing ("***Confidential Information***") to the other party (as a "***Recipient***"). Confidential Information (a) shall be marked with a restrictive legend of the Discloser or, (b) if orally or visually disclosed to Recipient by Discloser, or disclosed in writing without an appropriate letter, proprietary stamp or legend, shall be confidential if it would be apparent to a reasonable person that such information is confidential or proprietary. Confidential Information of Arctic Wolf includes the following: any pricing, trade secrets, know-how, inventions (whether or not patentable), techniques, ideas, or processes related to the Arctic Wolf Technology; the design and architecture of the Arctic Wolf Technology; the computer code, internal documentation, and design and functional specifications of the Arctic Wolf Technology; Arctic Wolf's security and privacy due diligence material such as SOC2 reports, security and privacy questionnaire responses & memos; and any intellectual property and know-how included in the problem reports, analysis, and performance information related to the Arctic Wolf Technology. Confidential Information of Customer may include the following:

(i) If the MA or MA+ Solution is deployed: First name, last name, corporate email address, phone number, job title, address, and organization hierarchy (collectively, "***Point of Contact information***"); Customer's tracking metrics as described in the Solutions Terms; Customer created content; and any test response data; and

(ii) If MDR and/or MR Solutions are deployed: Point of Contact Information and Solutions Data (as defined in Section 8.1 below).

Each party agrees to hold the other party's Confidential Information in strict confidence, not to disclose such Confidential Information to third parties not authorized by the Discloser to receive such Confidential Information, and not to use such Confidential Information for any purpose except as expressly permitted hereunder and as described in the Privacy Notice. Each party agrees to take commercially reasonable steps to protect the other party's Confidential Information and to ensure that such Confidential Information is not disclosed, distributed or used in violation of the provisions of this Agreement. The Recipient may disclose Confidential Information only: (a) with the Discloser's prior written consent; or (b) to those employees, officers, directors, agents, consultants, third party service providers, and advisors with a clear and well-defined "need to

know" purpose who are informed of and bound by confidentiality obligations no less restrictive than those set forth in this Section 7. Notwithstanding the foregoing, the Recipient may disclose Confidential Information to the extent required by law; however, the Recipient will give, to the extent legally permissible and reasonably practical, the Discloser prompt notice to allow the Discloser a reasonable opportunity to obtain a protective order and such Confidential Information disclosed to the extent required by law shall otherwise remain confidential and subject to the protections and obligations of this Agreement. For the avoidance of doubt, Arctic Wolf may share Customer's name with Customer's services providers to assist Customer in the resolution of technical issues pertaining to the Solutions. To the extent legally required, Arctic Wolf may report any violations of law pertaining to Customer's use of the Solutions. The Discloser agrees that the foregoing confidentiality obligations shall not apply with respect to any information that the Recipient can document is: (i) rightfully in its possession or known to it prior to receipt from the Discloser without an obligation of confidentiality; (ii) or has become public knowledge through no fault of the Recipient; (iii) rightfully obtained by the Recipient from a third party without breach of any confidentiality obligation; or (iv) independently developed by employees of the Recipient who had no access to Discloser's Confidential Information. Upon expiration or termination of this Agreement for any reason, and except as otherwise provided in Section 14 below, each party shall promptly destroy all copies of the other party's Confidential Information and copies, notes or other derivative material relating to the Confidential Information. Notwithstanding the foregoing, and subject to the Privacy Notice, Arctic Wolf may retain Customer's name, contact names, email address, and such other necessary contact information following termination of this Agreement for its internal business purposes.

8. Solutions Data.

8.1 Solutions Data. "***Solutions Data***" means, depending on the Solution deployed, the operational system log data and any other information provided by Customer in furtherance of its use of the Solutions and which Customer may elect to submit to Arctic Wolf through the Solutions, including, but not limited to operational values, event logs, and network data such as flow, HTTPS, TLS, DNS metadata, cursory inventory data, operating systems and versions, users and groups from Active Directory, system level inventory, event data, and network vulnerability data. As between the parties, Customer shall retain all right, title and interest (including any and all intellectual property rights) in and to the Solutions Data (excluding any Arctic Wolf Technology used with the Solutions Data). Customer hereby grants Arctic Wolf, during the term of the Agreement, a non-exclusive, worldwide, royalty-free right to collect, use, copy, store, transmit, modify and create derivative works of the Solutions Data solely to the extent necessary to provide the Solutions to Customer. The location of the storage of raw Solutions Data within Arctic Wolf's third party service providers' data centers will be as set forth in the Solutions Terms. Customer understands Arctic Wolf will aggregate Solutions Data with Arctic Wolf's other data so that results are non-personally identifiable (individual identities have been removed and are not linked or reasonably linked to any individual, including via a device, or could be reasonably linked, directly or indirectly, with a particular consumer or household) and collect anonymous technical logs and data regarding Customer's use of the Solutions ("***Aggregate/Anonymous Data***"). Such Aggregate/Anonymous Data is Arctic Wolf Technology, which Arctic Wolf may use for its business purposes during or after the term of this Agreement.

8.2 Personal Information. Confidential Information may include information that identifies, relates to, describes, is reasonably capable of being associated with or linked to a particular individual, whether directly or indirectly ("***Personal Information***"). Customer is responsible for the lawfulness of any such Personal Information and the receipt, use, and processing of it under the Agreement. Customer represents and warrants that, where it provides Personal Information to Arctic Wolf or requests Arctic Wolf collect or process such information, it (1) has complied with any applicable laws relating to the collection or provision of such information, (2) possesses any consents, authorizations, rights and authority, and has given all required notices to individual data subjects as are required to transfer or permit Arctic Wolf to collect, receive, or access any Personal Information for the Solutions, and (3) to the extent required by applicable law, informed the individuals of the possibility of Arctic Wolf processing their Personal Information on Customer's behalf and in accordance with its instructions.

8.3 European Union and United Kingdom General Data Protection Regulation. If and to the extent Customer submits to Arctic Wolf personal data (as that term is defined under the General Data Protection Regulation ("***GDPR***")) of individuals located in the European Economic Area or United Kingdom, the Arctic Wolf Data Processing Agreement available at https://arcticwolf.com/terms/dpa/, as may be updated by Arctic Wolf from time-to-time in accordance with its terms (the "***DPA***"), may be executed by Customer and upon execution and return to Arctic Wolf in accordance with its terms will be incorporated into this Agreement. It is Customer's sole responsibility to notify Arctic Wolf of requests from data subjects related to the modification, deletion, restriction and/or objection of personal data. Customer represents and warrants that any processing of personal data in accordance with its instructions is lawful.

8.4 California Consumer Privacy Act. The parties acknowledge and agree that Arctic Wolf is a service provider for the purposes of the California Consumer Privacy Act, as amended by the California Privacy Rights Act ("***CCPA***") and may receive personal information (as defined by the CCPA) from Customer pursuant to this Agreement for a business purpose. The parties agree to comply at all times with the applicable provisions of the CCPA in respect to the collection, transmission, and processing of all personal information (as defined by the CCPA) exchanged or shared pursuant to the Agreement. Arctic Wolf shall not sell any such personal information. Arctic Wolf shall not retain, use or disclose any personal information provided by Customer pursuant to this Agreement except as necessary for the specific purpose of performing the Solutions for Customer pursuant to this Agreement or as permitted by the CCPA. The terms "personal information," "service provider," "sale," and "sell" are as defined in Section 1798.140 of the CCPA. Arctic Wolf certifies that it understands the restrictions of this Section 8.4. It is Customer's sole responsibility to notify Arctic Wolf of any requests from consumers (as defined in the CCPA) seeking to exercise rights afforded in the CCPA with regard to personal information received or processed in connection with the Solutions. Arctic Wolf agrees to provide reasonable cooperation to Customer in connection with such requests.

8.5 Canadian Privacy Laws. If and to the extent Customer submits to Arctic Wolf personal information (as that term is defined under applicable Canadian privacy laws, being all applicable federal, and provincial laws and regulations relating to the processing, protection or privacy of personal information ("**Privacy Laws**"), of individuals located in Canada, Customer agrees that it is solely responsible for and shall obtain from all such individuals, all required consents and/or provide all required notifications, regarding the collection, use, disclosure, and processing of their personal information by Arctic Wolf/Arctic Wolf's subcontractors/third party service providers (which may be located outside of Canada), and/or the transfer by Customer of such individual's personal information to Arctic Wolf/Arctic Wolf's subcontractors/third party service providers (which may be located outside of Canada). Upon request of Customer, Arctic Wolf will inform Customers of the locations to which the personal information is transferred and processed by Arctic Wolf and/or its subcontractors/third party service providers.

Customer retains control of the personal information and remains solely responsible for its compliance with Privacy Laws and for the processing instructions it gives to Arctic Wolf. The parties agree that this Agreement, together with Customer's use of the Solution in accordance with this Agreement, constitutes Customer's instructions to Arctic Wolf in relation to the processing of such personal information. Subject to Section 8.1 of this Agreement, Arctic Wolf will only process the personal information to the extent, and in such a manner, as is necessary for the performance of the Solutions. Arctic Wolf will reasonably assist Customer with meeting the Customer's compliance obligations under applicable Privacy Laws, considering the nature of Arctic Wolf's processing and the information available to Arctic Wolf.

Arctic Wolf shall:

- Comply with its obligations as a third party service provider/mandatory under applicable Privacy Laws, including by implementing appropriate technical, physical and organizational measures to safeguard the personal information;
- Periodically conduct audits of its information security controls for facilities and systems used to deliver the Solutions and make relevant audit reports available to Customer for review. The Customer will treat such audit reports as Arctic Wolf's Confidential Information;
- Within seventy-two (72) hours of discovery notify Customer of any unauthorized or unlawful access to or processing of the personal information;
- Limit access to those employees who require the personal information access to meet Arctic Wolf's obligations under this Agreement and ensure that all employees are informed of the personal information's confidential nature;
- Notify Customer if it receives any complaint, notice, or communication that directly or indirectly relates to the personal information processing or to either party's compliance with Privacy Laws, and provide its full co-operation and assistance in responding to such complaint, notice or communication; and
- Upon Customer's request, provide the Customer a copy of or access to all or part of the Customer's personal information in its possession or control in the format reasonably agreed to by the parties.

9. Indemnity.

9.1 Arctic Wolf's Indemnity. Subject to Section 9.3, Arctic Wolf will defend and indemnify Customer from any unaffiliated third party claim or action to the extent based on the allegation that the Solutions infringe any intellectual property right (patents, utility models, design rights, copyrights and trademarks or any other intellectual property right) having effect in the United States, Canada, United Kingdom, and the European Union. Arctic Wolf will pay any settlements that Arctic Wolf agrees to in a writing signed by an authorized officer of Arctic Wolf or final judgments awarded to the third party claimant by a court of competent jurisdiction. The foregoing obligations do not apply with respect to the Solutions, or portions or components thereof, that are: (a) not provided by Arctic Wolf; (b) combined with other products, processes or materials that are not reasonably contemplated by the Documentation where the alleged infringement relates to such combination; (c) modified other than with Arctic Wolf's express consent; (d) used after Arctic Wolf's notice to Customer of such activity's alleged or actual infringement; or (e) not used by Customer in strict accordance with this Agreement or the published Documentation. The indemnification obligations set forth in this Section 9.1 are Arctic Wolf's sole and exclusive obligations, and Customer's sole and exclusive remedies, with respect to infringement or misappropriation of third-party intellectual property rights of any kind.

9.2 Customer Indemnity. Subject to Section 9.3, Customer agrees to defend and indemnify Arctic Wolf from any third-party claim or action brought against Arctic Wolf to the extent based on Customer's alleged breach of Sections 5 or 8. Customer agrees to pay any settlements that Customer agrees to in a writing signed by an authorized officer of Customer or final judgments awarded to the third party claimant by a court of competent jurisdiction.

9.3 Procedures. Each party's indemnification obligations are conditioned on the indemnified party: (a) providing the indemnifying party with prompt written notice of any claim, provided that the failure to provide such notice shall only limit the indemnifying party's obligation to indemnify to the extent that the failure prejudices the indemnifying party in its defense of the claim; (b) granting the indemnifying party the sole control of the defense or settlement of the claim; and (c) providing reasonable information and assistance to the indemnifying party in the defense or settlement of the claim at the indemnifying party's expense. Notwithstanding the foregoing, the indemnifying party (i) may not make an admission of fault on behalf of the other party without written consent, (ii) any settlement requiring the party seeking indemnification to admit liability requires prior written consent, not to be unreasonably withheld or delayed, and (iii) the other party may join in the defense with its own counsel at its own expense.

9.4 Options. If Customer's use of the Solutions has become, or in Arctic Wolf's opinion is likely to become, the subject of any claim of infringement, Arctic Wolf may at its option and expense: (a) procure for Customer the right to continue using and receiving the Solutions as set forth hereunder; (b) replace or modify the Solutions to make them non-infringing; (c) substitute an equivalent for the Solutions; or (d) if Arctic Wolf, in its sole discretion, determines that options (a)-(c) are not reasonably practicable, terminate this Agreement and refund any pre-paid unused Fees as of the effective date of termination.

10. Warranty and Warranty Disclaimer.

10.1 Solutions Warranty. ARCTIC WOLF WARRANTS THAT DURING THE SUBSCRIPTION TERM AND PROVIDED THAT CUSTOMER IS NOT IN BREACH OF THIS AGREEMENT THAT: (I) THE SOLUTIONS PROVIDED UNDER THIS AGREEMENT DO NOT INFRINGE OR MISAPPROPRIATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY; (II) THE SOLUTIONS SHALL SUBSTANTIALLY PERFORM AS DESCRIBED IN THE DOCUMENTATION; AND (III) IT WILL COMPLY WITH ALL FOREIGN, PROVINCIAL, FEDERAL, STATE AND LOCAL STATUTES, LAWS, ORDERS, RULES, REGULATIONS AND REQUIREMENTS, INCLUDING THOSE OF ANY GOVERNMENTAL (INCLUDING ANY REGULATORY OR QUASI-REGULATORY) AGENCY APPLICABLE TO ARCTIC WOLF AS IT PERTAINS TO ITS OBLIGATIONS AND THE DATA REQUIRED FOR THE PERFORMANCE OF THE SOLUTIONS DESCRIBED HEREIN. IN THE EVENT OF ANY BREACH OF THIS SECTION 10.1, ARCTIC WOLF SHALL, AS ITS SOLE LIABILITY AND CUSTOMER'S SOLE REMEDY (OTHER THAN ARCTIC WOLF'S INDEMNIFICATION OBLIGATIONS IN SECTION 9.1 ABOVE), REPAIR OR REPLACE THE SOLUTIONS THAT ARE SUBJECT TO THE WARRANTY CLAIM AT NO COST TO CUSTOMER OR IF ARCTIC WOLF IS UNABLE TO REPAIR OR REPLACE, THEN ARCTIC WOLF WILL REFUND ANY PRE-PAID FEES FOR THE SOLUTIONS, OR PARTS THEREOF, SUBJECT TO THE WARRANTY CLAIM. EXCEPT FOR THE WARRANTIES DESCRIBED IN THIS SECTION, THE SOLUTIONS ARE PROVIDED WITHOUT WARRANTY OF ANY

KIND, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES OF TITLE. CUSTOMER ACKNOWLEDGES THAT THE SOLUTIONS ARE PROVIDED "AS IS" AND FURTHER ACKNOWLEDGES THAT ARCTIC WOLF DOES NOT WARRANT: (A) THE OPERATION OF THE SOLUTIONS WILL BE UNINTERRUPTED, OR ERROR FREE; (B) THE SOLUTIONS ARE NOT VULNERABLE TO FRAUD OR UNAUTHORIZED USE; AND (C) THE SOLUTIONS WILL IDENTIFY OR DETECT EVERY VULNERABILITY OR SECURITY ISSUE. CUSTOMER IS RESPONSIBLE AND ARCTIC WOLF SHALL HAVE NO RESPONSIBILITY FOR DETERMINING THAT THE USE OF THE SOLUTIONS COMPLIES WITH APPLICABLE LAWS IN THE JURISDICTION(S) IN WHICH CUSTOMER MAY DEPLOY AND USE THE SOLUTIONS.

10.2 Open Source Warranty. The Software may include Open Source Software. To the extent included in the Software, Open Source Software is governed solely by the applicable open source licensing terms, if any, and is provided "AS IS", and Arctic Wolf hereby disclaims all copyright interest in such Open Source Software. Arctic Wolf provides no warranty specifically related to any Open Source Software or any applicable Open Source Software licensing terms. Any fees paid by Customer to Arctic Wolf are for Arctic Wolf's proprietary Software only, and not for any Open Source Software components of the Software. Any license associated with an Open Source Software component applies only to that component and not to Arctic Wolf's proprietary Software or any other third-party licensed software. The foregoing language is not intended to limit Arctic Wolf's warranty obligation for the Solutions set forth in Section 10.1. "Open Source Software" means software with its source code made available pursuant to a license by which, at a minimum, the copyright holder provides anyone the rights to study, change, and/or distribute the software to anyone and for any purpose.

10.3 Third Party Product. Third Party Product (as defined in this Section 10.3) may carry a limited warranty from the third-party publisher, provider, or original manufacturer of such Third Party Products. To the extent required or allowed, Arctic Wolf will pass through to Customer or directly manage for the benefit of Customer's use of the Third Party Products as part of the Solutions (such decision to be made in Arctic Wolf's discretion), the manufacturer warranties related to such Third Party Products. "Third Party Product" means any non-Arctic Wolf branded products and services (including Equipment, and any operating system software included therewith) and non-Arctic Wolf-licensed software products, including Open Source Software.

10.4 Customer Warranties. Customer represents and warrants that it shall: (i) be responsible for ensuring the security and confidentiality of all Administrator IDs and passwords; (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Solutions; (iii) notify Arctic Wolf promptly upon discovery of any unauthorized use of the Solutions or any breach, or attempted breach, of security of the Solutions; (iv) not violate any foreign, provincial, federal, state and local statutes, laws, orders, rules, regulations and requirements applicable to Customer's performance of its obligations herein, including those of any governmental (including any regulatory or quasi-regulatory) agency, Trade Control laws, and regulations and the U.S. Foreign Corrupt Practices Act (the ***"FCPA"***); (v) not use the Solutions and transfer any Solutions Data to Arctic Wolf for any fraudulent purposes; and (vi) implement safeguards within Customer's environment to protect the Solutions, including specifically, the Equipment, from the introduction, whether intentional or unintentional, of: (1) any virus or other code, program, or sub-program that damages or interferes with the operation of the Equipment or halts, disables, or interferes with the operation of the Solutions; or (2) any device, method, or token whose knowing or intended purpose is to permit any person to circumvent the normal security of the Solutions.

11. Limitation of Liability. FOR ANY CAUSE RELATED TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN AN ACTION BASED ON A CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ANY OTHER LEGAL THEORY, HOWEVER ARISING, ARCTIC WOLF WILL IN NO EVENT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR: (A) DAMAGES BASED ON USE OR ACCESS, INTERRUPTION, DELAY OR INABILITY TO USE THE SOLUTIONS, LOST REVENUES OR PROFITS, LOSS OF SOLUTIONS, BUSINESS OR GOODWILL, LOSS OR CORRUPTION OF DATA, LOSS RESULTING FROM SYSTEM FAILURE, MALFUNCTION OR SHUTDOWN, FAILURE TO ACCURATELY TRANSFER, READ OR TRANSMIT INFORMATION, FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION, SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION, BREACHES BY AN AUTHORIZED PARTNER, OR BREACHES IN CUSTOMER'S SYSTEM SECURITY; OR (B) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES; OR (C) ANY AMOUNTS THAT EXCEED THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER FOR THE SOLUTIONS THAT ARE THE SUBJECT OF THE CLAIM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT WHICH GIVES RISE TO SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY WHETHER OR NOT ARCTIC WOLF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. BOTH PARTIES UNDERSTAND AND AGREE THAT THE LIMITATIONS OF LIABILITIES FOR EACH PARTY SET FORTH IN THIS AGREEMENT ARE REASONABLE AND THEY WOULD NOT HAVE ENTERED INTO THE AGREEMENT WITHOUT SUCH LIMITATIONS.

12. Term and Renewal. This Agreement shall be in effect for the Subscription Term specified in the Order Form. The Order Form or other equivalent transaction document containing the terms related to the length of the Subscription Term and any renewal thereof, and any other related terms, as may be applicable, shall be between Customer and the Authorized Partner. Notwithstanding the foregoing, and unless otherwise set forth on an Order Form, the Subscription Term to the Solutions will automatically renew, in its entirety, at the end of the initial Subscription Term for the same period of time as the initial Subscription Term, but in no event more than a twelve (12) month term, and subject to the then-current terms and price at the time of renewal; provided however, if either party would like to opt out of automatic renewal or reduce the scope of the Subscription of the Solutions, then such party must notify the other party no less than sixty (60) days prior to the expiration of the then-current Subscription Term.

13. Updates. Arctic Wolf reserves the right to modify this Agreement, the Terms, and the Documentation in Arctic Wolf's sole discretion provided that changes to the Solutions Terms shall not materially decrease the Solutions features and functionalities that Customer has subscribed to during the then-current Subscription Term. Should Arctic Wolf make any modifications to the Agreement, the Terms, or Documentation, Arctic Wolf will post the amended terms on the applicable URL links and will update the ***"Last Updated Date"*** within such documents and notify Customer via the Customer Portal, Customer newsletter, https://arcticwolf.com/terms/ website, or such other written communication method implemented by Arctic Wolf from time-to-time. Customer may notify Arctic Wolf within 30 days after the effective date of the change of its rejection of such change. If Customer notifies Arctic Wolf of its rejection during such thirty (30) day period, then Customer will remain governed by the terms in effect immediately prior to the change until the end of Customer's then-current Subscription Term. However, any subsequent renewal of the Subscription Term will be renewed under the then-current terms, unless otherwise agreed in writing by the parties.

14. Termination. Either party may terminate this Agreement for cause if the other party commits a material breach of this Agreement, provided that such terminating party has given the other party ten (10) days advance notice to try and remediate the breach. Upon termination, Customer agrees to cease all use of the Arctic Wolf Technology, installed or otherwise, and permanently erase or destroy all copies of any Arctic Wolf Technology, including all Content and virtual Equipment, that are in its possession or under its control and promptly remove and return all physical Equipment to Arctic Wolf. Except as otherwise required by law, Arctic Wolf will remove, delete, or otherwise destroy all copies of Confidential Information in its possession upon the earlier of (i) the return of the Equipment, if applicable, to Arctic Wolf, or (ii) one hundred-twenty (120) days following termination. Notwithstanding anything contrary in this Agreement, should Customer fail to return any Equipment within ninety (90) days following discontinuation of use of the Equipment or termination or expiration of this Agreement, Customer will be liable for the replacement cost of the Equipment, which shall be due and owing upon receipt of the invoice from Arctic Wolf or the Authorized Partner, and Customer shall be liable for any breach of the Confidential Information and Arctic Wolf Technology contained within the unreturned Equipment. Sections 6 through 13, 14, and 15 will survive the non-renewal or termination of this Agreement.

15. Miscellaneous.

15.1 Except as otherwise provided herein, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) on the next business day after the date sent, if sent for overnight delivery by a generally recognized international courier (e.g., FedEx, UPS, DHL, etc.) (receipt requested); or (c) on the date sent by e-mail (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient. Such communications must be sent to the respective parties at the addresses set forth on the signature page hereof (or at such other address for a party as shall be specified in a notice given in accordance with this Section 15). For contractual purposes, Customer (1) consents to receive communications in an electronic form via the email address it provides herein or via the Customer Portal; and (2) agrees that all agreements, notices, disclosures, and other communications that Arctic Wolf provides electronically satisfies any legal requirement that those communications would satisfy if they were on paper. This Section does not affect Customer's non-waivable rights.

15.2 Notwithstanding any other terms to the contrary contained herein, Customer grants Arctic Wolf the right to use Customer's name or logo in customer lists, marketing materials, and verbal discussions with prospective customers to communicate that Customer uses the Solutions. If Arctic Wolf intends to disclose information about Customer's purchase(s) (such as dollar amount of sale or project objectives) in conjunction with the use of Customer's name or logo, Arctic Wolf will obtain Customer's prior written or email approval.

15.3 The parties to this Agreement are independent contractors. Neither party has the authority to bind the other party without the express written authorization of the other party. Nothing herein may be construed to create an employer-employee, franchisor-franchisee, agency, partnership, or joint venture relationship between the parties. Arctic Wolf shall be primarily liable for the obligations of its Affiliates and any subcontractors used in the delivery of the Solutions.

15.4 This Agreement shall inure to the benefit of and be binding upon the respective permitted successors and assigns of the parties. Customer shall not be entitled to assign, subcontract, delegate or otherwise transfer any of its rights and/or duties arising out of this Agreement and/or parts thereof to third parties, voluntarily or involuntarily, including by change of control, operation of law or any other manner, without Arctic Wolf's express prior written consent. Any purported assignment, subcontract, delegation or other transfer in violation of the foregoing shall be null and void. No such assignment, subcontract, delegation or other transfer shall relieve the assigning party of any of its obligations hereunder.

15.5 The rights and obligations of the parties under this Agreement shall not be governed by the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods or the United Nations Convention on the Limitation Period in the International Sale of Goods, as amended. This Agreement shall be governed by the laws of the State of California without regard to the conflicts of law provisions thereof. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in Santa Clara County, California in English and in accordance with the JAMS International Arbitration Rules then in effect. Any judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, each party shall have the right to institute an action in a court of proper jurisdiction for preliminary injunctive relief pending a final decision by the arbitrator(s), provided that a permanent injunction and damages shall only be awarded by the arbitrator(s). In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees.

15.6 Each party acknowledges and agrees that any dispute or claim that may arise out of or relate to this Agreement is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby. Further, each party agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to this Agreement must be filed within one year after such claim or cause of action arose.

15.7 No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

15.8 If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. The parties agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purpose of such void or unenforceable provision. Arctic Wolf does not accept, expressly or impliedly, and rejects and deems deleted any additional or different terms or conditions that Customer presents, including, but not limited to, any terms or conditions contained Customer's purchase order, or other such document, or established by trade usage or prior course of dealing.

15.9 This Agreement (including the exhibits hereto, if any, and any BAA (as defined in Section 15.10 below)) constitutes the parties' entire agreement by and between the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous agreement or

understanding by and among the parties with respect to such subject matter. Except as otherwise provided herein, this Agreement may be amended, modified or supplemented only by an agreement in writing signed by each party.

15.10 In the event that Arctic Wolf receives personal healthcare information in the delivery of the Solutions, the parties agree to comply with the Business Associate Addendum (**"*BAA*"**) located at https://arcticwolf.com/terms/business-associate-addendum/ or such other equivalent agreement/addendum as required under applicable health information/privacy laws. In the event the parties have entered into a BAA or equivalent agreement in relation to protected health information, the parties intend for both this Agreement and BAA or equivalent agreement to be binding upon them and the BAA or equivalent agreement is incorporated into this Agreement by reference.

15.11 The parties have participated mutually in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted mutually by the parties and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

15.12 The parties have agreed that this Agreement as well as any notice, document or instrument relating to it be drawn up in English only; *les parties aux présentes ont convenu que la présente convention ainsi que tous autres avis, actes ou documents s'y rattachant soient rédigés en anglais seulement.*

15.13 Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[signature page to follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the Effective Date.

Arctic Wolf Networks, Inc.:	**Customer:** ISD 709 Duluth Public Schools
Signed:	**Signed:** DocuSigned by: Cathy Erickson C441EF187EE2415
Name: Nick Schneider	**Name:** Cathy Erickson
Title: President & CEO	**Title:** CFO
Date:	**Date:** 7/28/2022
Notice Address: PO Box 46390 Eden Prairie, MN 55344 Attn: General Counsel legal@arcticwolf.com	**Notice Address:** 4316 Miller Trunk Highway Suite 108 Duluth, MN 55811

STATEMENT OF WORK

Project Name:	Duluth Public Schools-2021.01-E-Rate PAN Services	**Seller Representative:** Dave Donarski +1 (847) 465-6000 davedon@cdwg.com
Customer Name:	Duluth Independent School District No. 709 (MN)	
CDW Affiliate:	CDW Government LLC	
Date:	July 21, 2022	**Solution Architect:** James Puzic
Drafted By		

This statement of work ("Statement of Work" or "SOW") is made and entered into on the last date that this SOW is fully executed as set forth below ("SOW Effective Date") by and between the undersigned, CDW Government LLC ("Provider," and "Seller,") and Duluth Independent School District No. 709 (MN) ("Customer," and "Client,").

This SOW shall be governed by Seller's "**SOW Services**," accessed via the "**Terms & Conditions**" link at http://www.cdwg.com (the "Agreement"). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement. References in the Agreement to a SOW or a Work Order apply to this SOW.

PROJECT SUMMARY

Customer currently has a PA5220 and looking to migrate to a PA5410.

PROJECT SCOPE

The professional services engagement includes:

- Palo Alto Firewall Health Check
- Palo Alto Firewall Upgrade (Once config moved to new hardware)
- Palo Alto Firewall Migration

APPROACH

Seller will follow a phased approach to deliver the services shown above. The following phases will be utilized to achieve the objective stated above.

PROJECT KICK-OFF MEETING

Seller will begin with a project kick-off meeting with Customer core project team. The kick-off meeting will last approximately one hour and will include:

- Introductions of Customer and Seller team members.
- Establishment of roles and the scheduling of the first engineering discovery session.
- Knowledge transfer and review of your company and vision.
- Review of Customer-provided information and clarification of questions.
- Review of goals for the project.
- Firewall Discovery and Requirements Gathering.
- During the discovery and requirements gathering phase, Seller will work with the customer to identify pertinent information that will drive the design and implementation of the Palo Alto Firewall Solution. During this phase, Seller will work with key Customer project stakeholders to:
    - Identify Customer's business and technical requirements.
    - Review Customer's existing infrastructure that is relevant to the success of the project.
    - Discuss Palo Alto firewall management, features, and capabilities.
    - Discuss and review high availability options.
    - Discuss Customer's security policy and methods for enforcement leveraging Palo Alto firewall appliances.

FIREWALL DISCOVERY AND REQUIREMENTS GATHERING

During the discovery and requirements gathering phase, Seller will work with the customer to identify pertinent information that will drive the design and implementation of the Palo Alto Firewall Solution. During this phase, Seller will work with key Customer project stakeholders to:

- Identify Customer's business and technical requirements.
- Review Customer's existing infrastructure that is relevant to the success of the project.
- Discuss Palo Alto firewall management, features, and capabilities.
- Discuss Customer's security policy and methods for enforcement leveraging Palo Alto firewall appliances.
- Review Customer's existing firewall configuration.

PLANNING AND DESIGN

During the Planning and Design phase, Seller will work with customer to design the Palo Alto solution and plan the firewall implementation. This phase may include but not limited to the following items:

- Plan implementation activities based on information collected during the requirements gathering phase
- Review required network architecture changes needed to accommodate the new firewall(s).
- Placement of firewall(s) along with physical and logical connectivity.
- Document the proposed design and conduct a review with key Customer project stakeholders.

IMPLEMENTATION AND TESTING

Customer and Seller will implement the Palo Alto firewall solution to satisfy the requirements and design that were discussed in the Discovery phase of the project. This phase may include but not limited to the following items:

- Configure and Implement Palo Alto firewall appliances based on the design and planning phase.
    - Perform any necessary re-imaging or updates to software to accommodate design.
    - Physical and logical connectivity.
    - Security Zones.
    - Static and or dynamic routing.
    - NAT/PAT policies.
    - Access Control policies.
    - High availability.

  - Application policies.
  - Threat Prevention Policies.
  - DNS Inspection and Sinkhole policies.
  - Site to Site VPN(s).
- Test Palo Alto firewall solution for proper operations.
- Cutover and First Day Support.

FIREWALL HEALTH CHECK

The goal of the health check is to identify any firewall design, components, or configurations that may prevent a successful firewall upgrade.

During the firewall health check, Seller will leverage its experience with Palo Alto firewalls to help the customer avoid potential issues. Seller will review the Customer's existing firewall deployment and make recommendations on design or configuration changes that are needed to improve their firewall environment. The firewall health check may include but not limited to the following items:

- Firewall Environment Review – Seller will work with Customer to understand their firewall environment, related components, and challenges.
- Firewall Design and Configuration Review – Seller will analyze the current firewall design and configuration to look for gaps or deficiencies in the following areas:
  - Management connectivity
  - Firewall resiliency
  - Software version and patch levels
  - Firewall networking configurations
  - Firewall features and the corresponding firewall configurations
- Problem Investigation - Seller will investigate challenges presented by Customer during the firewall environment review session and any problems revealed during the design and configuration review.
- Findings Report and Presentation - Seller will present the Health Check findings during a review session with Customer.
- Remediation - Seller has allocated (15) hour(s) to assist in remediating issues discovered during the Health Check. Customer and Seller will work together to determine which specific issues, if any, need to be remediated. If additional hours are needed for the Seller to fully resolve the issues Customer can request a Change Order.

FIREWALL UPGRADE

Seller will upgrade the Palo Alto firewall solution to a recommended code version based on Customer's requirement. Palo Alto firewall components that will be upgraded include:

(1) Palo Alto NGFW Appliance(s)

CUTOVER

Seller will work with Customer to move the Palo Alto firewall solution into production. The firewall cutover will take place during a scheduled maintenance period. Once the cutover is complete Seller will work with Customer to test the Palo Alto firewall solution for proper operations. In addition, Seller will assist Customer with required application testing to validate firewall policy and configurations.

First Day of Support

On the first product day following the cutover, Seller will provide day one support to assist the customer with any issues that may be present. Seller will review configurations and make modifications to the firewall configuration as needed to account for the Customer's unique environment.

If a malware outbreak is identified, Seller will assist Customer in identifying and remediating the infected hosts. If the outbreak is determined to be severe and Customer wishes Seller assistance with remediation a Change Order may be required for additional remediation efforts.

Project Closure

The Seller project team will participate in a project closure meeting where the project history will be reviewed and the final project documentation will be delivered to the Customer.

Customer Responsibilities

Customer is responsible for the following:

- Providing Seller staff with appropriate physical and/or network access to perform tasks defined in this statement of work.
- Providing all change control procedures, notifications and maintenance windows that are necessary for the performance of this project.
- Providing providing a resource who is familiar with the existing firewall solution.
- Providing any hardware, software, and/or certificates that are required for installation.
- Configuration of their LDAP or Active Directory environment when integrating with the Palo Alto solution. Seller will provide guidance on the required configuration for integration.
- Providing documentation for required connectivity through the firewall that includes source IP, destination IP, port, protocol information, and network address translation requirements. If traffic analysis is required to determine the appropriate connectivity information; it may result in a revision of the services estimate.
- Providing racking, cabling, and powering of all equipment. Customer to verify there is adequate power, UPS, rack space, and network connectivity for the devices included on the bill of materials.
- Providing application testing to be performed during cutover(s).
- Providing a supported virtualization environment for any Palo Alto components that are to be virtualized.
- Coordinating and communicating configuration changes to site-to-site VPN(s). A change order may be needed to add additional hours for maintenance windows that must be rescheduled due to Third-Party vendors not being available.

Project Assumptions

This SOW is based on the following assumptions.

1. Seller will review initial low-level design with Customer. After mutual agreement, Customer will sign off on acceptance of the design. Any subsequent changes to the design can be made by requesting a Change Order. Seller implementation of the Change Order may be billed at additional cost on a Time and Materials basis.
2. Project will require Customer to migrate firewall policies from an old firewall to the new Palo Alto firewall platform.
3. Existing firewall configurations will be migrated 'as-is' and consists of:
    - No more than (6) Interfaces/Zone(s)
    - No more than (50) Object(s)

- No more than (172) Access Control Rule(s)
- No more than (13) NAT/PAT statement(s)
- No more than (2) L2L tunnel(s)

4. Work can be performed remotely.

Additional service hours may be required as a result of changes or other unforeseen complexities as determined during the project.

OUT OF SCOPE

Tasks outside this SOW include, but are not limited to:

- Training documentation.
- Configuration of any other network equipment not directly related task of implementing and/or upgrading the Palo Alto firewall Solution.
- Racking, cabling, and powering hardware equipment.
- Configurations or designs not supported by Palo Alto.
- Firewall Configuration Cleanup and Optimization.

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

Item(s) Provided to Customer:

Item	Description	Format
Health Check Findings Report	A document that records the findings identified during the firewall health check and potential solutions	PDF
Migration Plan	A document that details the firewall migration plan	PDF

GENERAL RESPONSIBILITIES AND ASSUMPTIONS

- Customer is responsible for providing all access that is reasonably necessary to assist and accommodate Seller's performance of the Services.
- Customer will provide in advance and in writing, and Seller will follow, all applicable Customer's facility's safety and security rules and procedures.
- Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment, other than solely as a result of Seller's gross negligence and willful misconduct.
- This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.

PROJECT MANAGEMENT

Seller will assign a project management resource to perform the following activities during the project:

1. **Kickoff Meeting**

- Coordinate and facilitate kickoff meeting
- Review SOW including project objectives, schedule, and logistics
- Identify and confirm project participants
- Discuss project prerequisites
- Create and distribute escalation and contact lists

2. **Project Schedule or Plan**
   - Create a project plan that details the schedule and resources assigned to the project. The schedule should align with the estimated project duration as established in the Project Scheduling section.
   - Monitor project scope and expectations
   - Identify and manage project risks
   - Monitor the status and progress of the project and the quality of items provided
   - Communicate at regular intervals as agreed upon
   - Ensure project timelines, dependencies, budgets, and closure are met within the project lifecycle
3. **Status Meetings and Reports**
   - Status meetings will be conducted on a regular cadence schedule to proactively identify any issues that may arise in order to mitigate risk
   - Scheduling will be based on agreement with stakeholders, the estimated project duration, and budget available
   - Seller and Customer will discuss action items, tasks completed, tasks outstanding, risks, issues, key decisions, and conduct a budget review
   - The project management resource will document and distribute meeting notes and/or action items for all meetings, and will act as the main POC to Customer, if requested
4. **Change Management**
   - When a change to a project occurs, the Seller's project change control process will be utilized
   - The project management resource will facilitate any necessary change order(s) and administrative task(s) as necessary
5. **Project Closure**
   - Once verbal scope completion is confirmed, a written Project Closure Acceptance will be provided for client to formally acknowledge
   - If desired, the project team will meet to recap, answer any questions, and address project transition activities and next steps

CONTACT PERSONS

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**"). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule **("Anticipated Schedule") based on Seller's project management methodology. Any dates, deadlines, timelines or schedules** contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

The following scheduling scenarios that trigger delays and durations to extend beyond what's been planned may require a Change Order:

- Site preparation, such as power, cabling, physical access, system access, hardware/software issues, etc. must be completed in a timely manner.
- Project tasks delegated to Customer PMs/Engineers/Techs/Management/Resources must be completed in a timely manner. For example, in the event a project 's prioritization is demoted, and Customer resources are reallocated causing the project's schedule to extend on account of experiencing interruptions to its momentum requiring complete stop(s) and start(s).
- External projects/dependencies that may have significant impact on the timeline, schedule and deliverables. It is Seller's assumption that every reasonable attempt will be made to mitigate such situations.

TOTAL FEES

The total fees due and payable under this SOW ("Total Fees") include both fees for Seller's performance of work ("Services Fees") and any other related costs and fees specified in the Expenses section ("Expenses").

Seller will invoice for Total Fees. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein. The pricing included in this SOW expires and will be of no force or effect unless it is signed by Customer and Seller within thirty (30) days from the Date list on the SOW, except as otherwise agreed by Seller. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

SERVICES FEES

Services Fees will be calculated on a TIME AND MATERIALS basis.

The invoiced amount of Services Fees will equal the rate applicable for a unit of a service or resource ("Unit Rate") multiplied by the number of units being provided ("Billable Units") for each unit type provided by Seller (see Table below).

Services Fees of $14,873.00 is merely an estimate and does not represent a fixed fee. Neither the Billable Units of 59 nor the Services Fees are intended to limit the bounds of what may be requested or required for performance of the Services.

The rates presented in the table below apply to scheduled Services that are performed during Standard Business Hours (meaning 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding holidays). When Seller invoices for scheduled Services that are not performed during Standard Business Hours, Services Fees will be calculated at 150% of the Unit Rates. For any unscheduled (i.e., emergency) Services performed at any time of the day, Services Fees will be calculated at 200% of the Unit Rates.

Any non-Hourly Units will be measured in one (1) unit increments when Services are performed remotely or at any Customer-Designated Location(s) (as defined below).

Any Hourly Units will be measured in one (1) hour increments with a minimum of one (1) hour billed each day Services are performed remotely and four (4) hours billed each day Services are performed at any Customer-Designated Location(s). When Hourly Seller personnel must travel more than two (2) hours a day to work at any Customer-Designated Location(s), there will be a minimum of eight (8) hours billed for each day (less travel time that is invoiced pursuant to the "Expenses" section below).

Upon notice, Seller may adjust the rates below, provided that the rates will remain fixed for at least six (6) months after the SOW Effective Date and then again for at least six (6) months after any subsequent adjustment.

The rates below only apply to Services specified in this SOW as it may be amended by one or more Change Order(s).

Table – Services Fees

Unit Type	Unit Rate	Billable Units	Subtotal
Senior Engineer – Per Hour	$255.00	48	$12,240.00
Senior Engineer – OT Per Hour	$383.00	1	$383.00
Project Manager – Per Hour	$225.00	10	$2,250.00
Subtotal		**59**	**$14,873.00**
Less Services Acceleration funding			***($10,000.00)***
Estimated Totals			**$4,873.00**

EXPENSES

Seller will invoice Customer for Seller's reasonable, direct costs incurred in performance of the Services. Direct expenses include, but may not be limited to: airfare, lodging, mileage, meals, shipping, lift rentals, photo copies, tolls and parking. Seller will charge actual costs for these expenses. Any projected expenses set forth in this SOW are estimates only.

Travel time will not be billed for this project.

Travel Notice

The parties agree that there will be no travel required for this project.

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the locations specified on the attached Exhibit ("**Customer-Designated Locations**").

SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

CDW Government LLC	**Duluth Independent School District No. 709 (MN)**
By: chris schroeder	By: Catherine Erickson
Name: Services Contracts Manager	Name: Catherine Erickson
Title: Services Contract Manager	Title: CFO
Date: Jul 28, 2022	Date: Jul 28, 2022
Mailing Address: 200 N. Milwaukee Ave. Vernon Hills, IL 60061	Mailing Address: 4316 RICE LAKE RD STE 108, STE 108, ACCTS PAYABLE DULUTH, MN 55811-4012

IAG Host School Agreement

This HOST SCHOOL AGREEMENT ("Agreement"), effective as of July 1st, 2022 ("Effective Date"), is entered into by and between International Alliance Group, LLC, ("IAG") and Duluth Public Schools, (the "Host", and together with IAG, each a "Party", and collectively, the "Parties").

WHEREAS, The International TeachAlliance Program (the "Program") by IAG offers international teachers the opportunity to participate in a cultural exchange program in the United States, while learning valuable professional skills, improving English language capability, and learning about the culture and history of the U.S.;

WHEREAS, the Host agrees that hosting exchange teachers ("Exchange Teachers") and participating in the Program will result in their students' gaining a better understanding of the world outside the United States of America as they interact with Exchange Teachers from another part of the world;

WHEREAS, IAG utilizes designated United States Department of State ("State Department") J-1 Teacher cultural exchange program sponsors.

WHEREAS, the Host agrees to host a number of Exchange Teachers (as set forth below); and

WHEREAS, the Parties have read the State Department regulations governing the Program[1] (the "Regulations") and agree that they will comply with the Regulations from the time of signing this Agreement, as such Regulations may be amended from time to time.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and agreements set forth herein, the Parties, intending to be legally bound, hereby agree as follows:

1. **OBLIGATIONS**

a. Host Obligations. During the term of this Agreement, the Host shall use commercially reasonable efforts to comply with the Host obligations set forth in Exhibit A ("Host Obligations"). The Host shall comply with, and require its employees, agents, and

[1] Regulations can be found at: https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=9adf677eb80094061be39ec4fd4fe4e0&mc=true&n=pt22.1.62&r=PART&ty=HTML

subcontractors (including personnel of subcontractors) to observe and comply with any and all legal requirements applicable to the Host Obligations.

b. **IAG Obligations**. During the term of this Agreement, IAG shall use commercially reasonable efforts to recruit Exchange Teachers (the "IAG Obligations", and together with the Host Obligations, the "Services"), for the Exchange Teacher positions set forth in Exhibit B ("Positions").

c. **Cooperation**. Each Party shall cause its employees to reasonably cooperate with employees of the other and provide reasonable assistance to the extent required for effective delivery of the Services. The Host shall provide IAG with such information and documentation as is reasonably requested by IAG and the Host shall perform actions and tasks requested by IAG to enable IAG to perform the IAG Obligations in accordance with this Agreement.

d. **Third Party Services**. IAG shall have the right to engage the services of independent contractors to deliver or assist IAG in carrying out the IAG Obligations contemplated under this Agreement. IAG will supervise the performance of such third parties to ensure that the IAG Obligations meet, in all material respects, the requirements of this Agreement.

e. **Consideration for IAG Obligations**. The IAG Obligations shall be provided by IAG in consideration of the Host's payment of the amounts specified for the IAG Obligations set forth on Exhibit C hereto.

2. REPRESENTATIONS AND WARRANTIES

IAG represents and warrants to the Host, and the Host represents to IAG, that such Party has all necessary rights and authority to enter into this Agreement and to perform its obligations hereunder.

3. CONFIDENTIALITY

a. **Confidential Information**. Each Party acknowledges that in connection with the provision of the Services and the Parties' other obligations contemplated by this Agreement, the Parties will exchange certain confidential information, including the personal information of the Exchange Teachers ("Confidential Information"). The Confidential Information will be and remain the sole property of the Party (and its assigns) providing such Confidential Information, provided however, that the personal information of the Exchange Teachers (including health information) will remain the property of the respective Exchange Teacher. Each Party shall use the same degree of care which it normally uses to protect its own Confidential Information to prevent the disclosure to third parties of the Confidential Information belonging to the other Party and the Exchange Teachers. Neither Party shall make any use of the Confidential Information of the other, except as contemplated or required by the terms of this Agreement or any other written agreement between the Parties. Notwithstanding the foregoing, this Section 3 shall not apply to any information that (a) was publicly known at the time of disclosure or has become publicly known through no fault of the receiving Party, (b) was received by the receiving Party from a third party without

a duty of confidentiality, or (c) was independently developed by the receiving Party without any reliance on the proprietary information.

b. **Permitted Disclosures**. Nothing herein shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation, or order, and provided further that any Party disclosing Confidential Information pursuant to this Section 3(b) shall promptly provide written notice of any such order to the other Party.

4. LIMITATION OF LIABILITY

Except in the event of the gross negligence or intentional misconduct of a Party, in no event shall either Party have any liability under any provision of this Agreement for any punitive, incidental, consequential, special or indirect damages, including loss of future revenue or income, loss of business reputation or opportunity relating to the breach or alleged breach of this Agreement, or diminution of value or any damages based on any type of multiple, whether based on statute, contract, tort or otherwise, and whether or not arising from the other Party's sole, joint, or concurrent negligence, strict liability, criminal liability or other fault. In addition, notwithstanding any damages the Host may incur for any reason whatsoever, except in the event of the gross negligence or intentional misconduct of IAG, the entire liability of IAG under this Agreement shall be limited to the fees actually received by IAG pursuant to this Agreement. The provisions of this Section 4 shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

5. INDEMNIFICATION.

a. **Indemnification Obligations**. Each Party ("Indemnifying Party") shall indemnify, hold harmless, and defend the other Party and its managers, officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including professional fees and reasonable attorneys' fees, that are incurred by Indemnified Party/awarded against Indemnified Party in a final judgment ("Losses"), arising out of any third-party claim alleging: (i) any grossly negligent or more culpable act or omission of Indemnifying Party or its personnel (including any reckless or willful misconduct) in connection with the performance of its obligations under this Agreement; (ii) any bodily injury, death of any person, or damage to real or tangible personal property caused by the grossly negligent or more culpable acts or omissions of Indemnifying Party or its personnel (including any reckless or willful misconduct); or (iii) any failure by Indemnifying Party to comply with any applicable federal, state, or local laws, regulations, or codes in the performance of its obligations under this Agreement.

b. **Limitations on Indemnification**. Notwithstanding anything to the contrary in this Agreement, Indemnifying Party is not obligated to indemnify, hold harmless, or defend Indemnified Party against any claim (whether direct or indirect) if such claim or

corresponding Losses arise out of or result from, in whole or in part, Indemnified Party's: (i) gross negligence or more culpable act or omission (including recklessness or willful misconduct); or (ii) bad faith failure to comply with any of its obligations set forth in this Agreement.

c. **Outside Factors**. The Host acknowledges that some factors, including recruitment of Exchange Teachers with specified qualifications, Exchange Teacher acceptance of position and J-1 visa approval, are outside of IAG's control. The Host agrees that, notwithstanding anything else in this Agreement to the contrary, IAG will have no liability to the Host if IAG cannot timely fill the Positions or is otherwise unable to fulfill the IAG Obligations to the satisfaction of the Host.

6. TERM AND TERMINATION

a. **Term**. This Agreement begins on the Effective Date and shall continue in effect until June 30th, 2025. Notwithstanding the foregoing, Section 3, Section 4 and Section 5 shall survive any expiration or termination of this Agreement. The Parties may extend this Agreement for similar terms in writing and signed by both Parties at any time before the expiration of any applicable term.

b. **Termination**. Either Party may terminate this Agreement at any time if the other Party materially breaches this Agreement relating to the Services, the non-breaching Party has notified the breaching Party in writing of such failure, and such failure continues for a period of fifteen (15) business days after the delivery to the breaching party of written notice of such material breach. This Agreement may be terminated in whole or in part, at any time, by mutual written consent of IAG and the Host.

c. **Effect of Termination**. The Parties acknowledge and agrees that, notwithstanding anything to the contrary contained in this Agreement or otherwise, all obligations of the Parties to provide Services hereunder shall immediately cease upon the expiration of the term for, or the date of termination of, such Service, provided however, that if, at the time of the termination or expiration of this Agreement, any Exchange Teacher is filling a Position at the Host's school or school district, the Parties will continue to cooperate in good faith to ensure that such Exchange Teacher can successfully complete their Program participation.

7. GENERAL

a. **Force Majeure**. No Party shall bear any responsibility or liability for any damages arising out of any delay, inability to perform, or interruption of its performance of its obligations under this Agreement due to any acts or omissions of the other Party hereto or for events beyond its reasonable control including, without limitation, acts of God, acts of governmental authorities, acts of the public enemy, or due to war, riot, flood, civil commotion, insurrection, pandemics, labor difficulty, severe or adverse weather conditions, lack of or shortage of electrical power, malfunctions of equipment or software programs, in each case that could not have been avoided through reasonable efforts by such Party. If any Party's performance of its obligations are subject to any failure or delay as the result of a force majeure event, such Party shall use its commercially reasonable efforts to end the failure or delay as soon as reasonably practicable and to minimize the effects of such event.

b. **Governing Law and Jurisdiction**: Any action or suit brought relating to this Agreement or the Program must be commenced and maintained in the appropriate state court of Arizona, located in Maricopa County, Arizona or a Federal district court located in Maricopa County, Arizona, as applicable. The Parties irrevocably consent to jurisdiction and venue in such courts for such purposes and agree not to seek transfer or removal of any action commenced in any such court and agree that Arizona law applies irrespective of any conflict of laws analysis. In the event either Party to this Agreement institutes an action or other proceedings to enforce any rights arising under this Agreement, the Party prevailing in such action or other proceeding will be paid all reasonable costs and attorneys' fees by the other Party. Such fees to be set by the court and not by a jury and to be included in any judgment or award entered in such proceeding.

c. **Waiver of Jury Trial**: EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

d. **Relationship of the Parties**. IAG and the Host shall for all purposes be considered independent contractors with respect to each other, and neither shall be considered an employee, employer, agent, principal, fiduciary, partner, or joint venturer of the other.

e. **No Third-Party Beneficiaries**. This Agreement is for the sole benefit of the Parties hereto and their affiliates and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

f. **Assignment**. The Host may not assign any of its rights or obligations hereunder without the prior written consent of IAG. This Agreement shall inure to the benefit of and be binding upon any successors or permitted assigns of the Parties.

g. **Entire Agreement; Amendment**. This Agreement constitutes the entire agreement between IAG and the Host with respect to the subject matter hereof. This Agreement shall not be amended, altered, or changed except by a written agreement signed by the Parties hereto.

h. **No Waiver**. No delay or omission on the part of either Party to this Agreement in requiring performance by the other Party or in exercising any right hereunder shall operate as a waiver of any provision hereof or of any right or rights hereunder; and the waiver, omission, or delay in requiring performance or exercising any right hereunder on any one occasion shall not be construed as a bar to or waiver of such performance or right, or of any right or remedy under this Agreement, on any future occasion.

i. **Notices**. All notices, requests, demands, claims, and other communications hereunder shall be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly delivered four business days after it is sent by registered or certified mail, return receipt requested, postage prepaid, or one business day after it is sent for next business day delivery via a reputable nationwide overnight courier service, in each case to the intended recipient as set forth below:

If to IAG:

International Alliance Group, LLC Incorporated
18025 West Denton Avenue
Litchfield Park, Arizona 85340
Attn.: Isaiah Thaler
E-mail: Isaiah@IAGUSG.org
Phone: 616.890.1079

If to HOST:

Duluth Public Schools
Address 4316 Rice Lake Road

Attn.: Brenda Spartz
E-mail: brenda.spartz@isd709.org
Phone: 218-336-8700 ext. 1028

Any Party may give any notice, request, demand, claim, or other communication hereunder using any other means (including personal delivery, expedited courier, messenger service, facsimile, ordinary mail, or electronic mail), but no such notice, request, demand, claim, or other communication shall be deemed to have been duly given unless and until it actually is received by the Party for whom it is intended. Any Party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other Party notice in the manner herein set forth.

j. **Section Headings**. Section headings are for descriptive purposes only and shall not control or alter the meaning of this Agreement.

k. **Severability**. If any provision of this Agreement shall for any reason be held illegal or unenforceable, such provision shall be deemed separable from the remaining provisions of this Agreement and shall in no way affect or impair the validity or enforceability of the remaining provisions of this Agreement.

l. **Counterparts**. This Agreement may be executed in two or more counterparts (including by facsimile or by an electronic scan delivered by electronic mail), each of which shall be deemed an original but all of which together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each Party hereto and delivered to the other Party, it being understood that each Party need not sign the same counterpart. This Agreement may be executed and delivered by facsimile or by an electronic scan delivered by electronic mail.

m. **Official Language**: The Parties hereto agree that English is the governing language of this Agreement. This English version may be translated into another language for convenience of the Parties. The Parties agree that if there were any discrepancy or

controversy regarding the interpretation, content, or meaning of any of the provisions of this Agreement, the English version shall prevail.

IN WITNESS WHEREOF, the Host and IAG have duly executed this Agreement as of the day and year first above written.

International Alliance Group, LLC

By: _____

Name: Jason D. Hammond Garcia

Title: President

Duluth Public Schools

By: _____

Name: John Magas

Title: Superintendent

Budget Code
01 E 012 030 000 394 000

Exhibit A

Host Responsibilities

1. Employ Exchange Teachers in temporary, non-tenure position for exchange period as agreed in Employment Agreement and Letter of Intent to Hire and fulfill all contractual agreements made with Exchange Teachers.
2. Employ Exchange Teachers directly and maintain direct supervision and guidance of Exchange Teachers under the Host's school and school district.
3. Agrees to only assign Program Exchange Teachers to full-time teaching positions in accredited K-12 classrooms, including prekindergarten language immersion programs, offered as regular courses of study by accredited primary schools.
4. Pay Exchange Teachers at customary rate for similar proven experience and at the equivalent level as counterparts from the U.S. and according to the same duties, responsibilities, hours of employment, and compensation.
5. Provide Exchange Teachers with full-time (at least 32 hours per week) paid employment as identified on their written job offer and pay Exchange Teachers eligible for overtime in accordance with applicable FLSA state or federal law.
6. Provide training and/or orientation specifically designed for new Exchange Teachers, including but not limited to: overview of program and significant components including cultural exchange; information on wages and any deductions from wages, including for housing and transportation; and local community resources, including locally available health care.
7. Agrees to embrace the cultural exchange spirit of the program and offer opportunities for exchange with United States citizens to all participants.
8. Agrees to facilitate and encourage Exchange Teachers' participation in at least two cross-cultural activities per academic year and the cross-cultural component as part of the exchange.
9. Provide IAG copies of any contract signed between Exchange Teachers and the Host's school or school district.
10. Notify IAG in the event of any issues or concerns with Exchange Teachers' performance, prior to any decision made to implement a performance plan or move to termination.
11. Notify IAG of any changes in Exchange Teachers' employment status, known address, or any other problem that arises related to Exchange Teachers' health, safety and welfare.
12. Provide IAG with written documentation detailing the circumstances of the Host's termination of an Exchange Teachers' employment in a timely manner.
13. Abide by the Regulations governing the Program.

Exhibit B

Positions

The Host requests that IAG recruit 2 J-1 Exchange Teachers.

Teacher Name(s):	Email:

Exhibit C

International Alliance Group Pricing Structure

The Host agrees to pay IAG the percentages designated below for each Exchange Teacher (or other listed employ group). Partnering rates are based on the employee's total annual compensation and invoiced annually following the Exchange Teacher's (or other designated employee's) first day of reported duty.

Teacher Types	Partnering Rate
General Education, PreK-12	20%*
Special Education	25%*
Other Hard to Fill Positions	25%*
Paid Invoice After Teacher's First Day	+1%*

*Pricing and procurement is contingent upon a 2022 cooperative contract award.

IAG will provide medical insurance that meets the coverage requirements of the State Department regulation 22 C.F.R. §62.14. IAG will invoice annually following the Exchange Teacher's (or other designated employee's) first day of reported duty.

The Host understands that in the event of Exchange Teacher (or designated employee's) termination or resignation, IAG will issue a refund that is prorated based on the duration of the Exchange Teacher's (or designated employee's) stay at the Host School or School District, less a $1,000 non-refundable fee.

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EMAILED
JUN 30 2022
TO: Brett

Houck Transit Advertising

Contract Agreement for Transit Advertising Services

Advertiser Contact Information	
Advertiser Name	Duluth Public Schools
Agency Name	
Contact Name	Adelle Wellens
Address 1	4316 Rice Lake Rd, Suite 108
Address 2	
City, State, Zip	Duluth, MN 55811
Phone Number	
email address	adelle.wellens@isd709.org
Billing Contact Information	
INVOICE TO: Contact Name	Adelle Wellens
email address	adelle.wellens@isd709.org

Contract Details	
Contract Start Date:	7/1/2022
Contract End Date:	6/30/2023
Document Date:	5/17/2022
Contract type:	New
Tax Status:	Exempt*
Form Received:	YES

** Sales tax will be collected unless a Sales Tax Exempt Form is received with this contract.*

The Agency/Advertiser (undersigned) hereby contracts with Houck Transit Advertising for the placement and maintenance of the media described in the markets as listed below on behalf of Company/Advertiser Name and product/service names herein, upon all terms and conditions set forth on the front and back hereof (page 1 and page 2).

MEDIA SPACE:

MARKET	MEDIA TYPE	SIGNS	SIZE	COST PER SIGN	PERIODS	PER PERIOD COST	TAX RATE	TAX AMOUNT	SUBTOTAL
MN Duluth	Full Wrap	1	35'	$ 975.00	12.0	$ 975.00	0.00%	$ -	$ 975.00
						$ -	0.00%	$ -	$ -
						$ -	0.00%	$ -	$ -
						$ -	0.00%	$ -	$ -
						$ -	0.00%	$ -	$ -
							Per Period Total:		**$ 975.00**

PRODUCTION and/or INSTALLATION:

MARKET	MEDIA TYPE	SIGNS	SIZE	COST PER SIGN	PRODUCTION COST	TAX RATE	TAX AMOUNT	SUBTOTAL
MN Duluth	Full Wrap	1	35'	$ 7,500.00	$ 7,500.00	0.00%	$ -	$ 7,500.00
					$ -	0.00%	$ -	$ -
					$ -	0.00%	$ -	$ -
					$ -	0.00%	$ -	$ -
					$ -	0.00%	$ -	$ -
						Production Total:		**$ 7,500.00**

RECEIVED
JUN 24 2022
ACCTS PAYABLE

Notes:
Production will be billed in June 2022.

Total Space Cost:	**$ 11,700.00**
Total Production Cost:	**$ 7,500.00**
Total Cost of Contract:	**$ 19,200.00**
Payment Terms	**Net 30**

Advertiser/Agency Contact Name: Duluth Public Schools
Advertiser/Agency Signature: John Mapps
Signed Date: 5/31/22

Houck Transit Advertising Contact:
Houck Transit Advertising Signature: Donna Leonard
Signed Date: 5/17/22

RECEIVED
MAY 31 2022
BY: Adelle

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HOUCK TRANSIT ADVERTISING CONTRACT

TERMS & CONDITIONS

1. Agreement upon Acceptance. Until accepted and signed, this Agreement constitutes only an offer to purchase the advertising services described herein.
2. Term. The term of this contract is the number of periods so specified. This contract is non-cancelable as signed.
3. Approval, Indemnity. HOUCK reserves the right to reject at any time (either before or after posting) any copy, pictorial or otherwise, which is offensive to the moral standards of the community, or which is false, misleading or deceptive, or which is in violation of existing laws, or which has a tendency to induce or may result in the creation of laws designated to restrict Transit Advertising Industry, or which in the sole discretion of HOUCK in any way reflects on the character, integrity or standing of any individual, firm or corporation. The Advertiser and/or the Agency each agree to defend, indemnify and hold HOUCK harmless from any and all claims, loss, liability, judgments, costs and reasonable attorney's fees incurred by HOUCK arising out of, or related to, the contents or subject matter of any copy displayed pursuant to this Agreement.
4. Agent's Representation. If this Agreement is executed by an Advertising Agency, Agency represents that it is duly authorized to execute this agreement on behalf of the Advertiser, and acknowledges that HOUCK may, at its option, hold both Advertiser and Agency, jointly or severally, liable for the full performance of this Agreement.
5. Payment. Advertiser/Agency agrees to pay for all advertising space contracted for within the listed payment terms on page 1. A finance charge of 1.5% per month may be assessed to the account if payment is not received within terms. If this Agreement is executed by an agency, Agency understands that HOUCK may notify Advertiser in the event Agency fails to pay any invoice within thirty (30) days of invoice due date. **A 3% fee will be charged on all credit card payment transactions.** Online ACH transactions, eChecks or paper checks are available at no added charge.
6. HOUCK reserves the right to remove signs from buses if the Advertiser/Agency is more than sixty (60) days past the due date on any invoice.
7. Form of Credit. **Any credit due Advertiser/Agency for any reason shall be in the form of extended service.**
8. Default. In the event Advertiser/Agency shall fail to pay any invoice when due, or makes an assignment for the benefit of creditors, or if a petition in bankruptcy or for reorganization under the Bankruptcy Act is filed by or against it, HOUCK may, at its option, terminate this Agreement upon 5 days notice to Advertiser/Agency. Should HOUCK institute any action or proceedings to recover amounts due hereunder, Advertiser/Agency agrees to pay the full contract amount, in addition to such amounts, HOUCK's costs and disbursements, including reasonable attorney's fees and finance charges at 1.5% per month.
9. Governing Law, Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. Any dispute arising out of this agreement shall be resolved in a court of appropriate jurisdiction located in Ramsey County, Minnesota. Each of the parties hereto consents and submits to the personal jurisdiction of the State and Federal courts located in Ramsey County, Minnesota.
10. Any failure or delay , in whole or in part, in providing the displays agreed to herein, resulting from acts of God, strikes, concerted action by employees or labor organizations, boycotts, riots, civil insurrection, war, national emergencies, governmental restrictions, inability to secure specified material, or from any other cause beyond the control of HOUCK, shall not constitute a breach of this Agreement.
11. LIMITATION OF LIABILITY. HOUCK'S LIABILITY FOR ANY AND ALL LOSSES OR DAMAGES TO ADVERTISER/AGENCY RESULTING FROM HOUCK'S FAILURE TO PERFORM ANY PART OF THE SERVICES SPECIFIED HEREIN SHALL IN NO EVENT EXCEED THE PRICE OF THE DISPLAY WITH RESPECT TO WHICH LOSES OR DAMAGES ARE CLAIMED. IN NO EVENT SHALL HOUCK BE RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.
12. Assignment. The rights of Advertiser/Agency hereunder are not assignable without the prior written consent of HOUCK.
13. Display Date. If display is delayed because artwork is received by HOUCK less than ten (10) days prior to Display Date, HOUCK shall bill and Advertiser/Agency shall pay for the full Display Period and the Display Period shall be deemed to commence on the date of insertion and continue for the full term.
14. Divisibility, Adjustment. In the event HOUCK is unable to perform a part of the advertising services specified herein, HOUCK reserves the right to eliminate such part. Credit for any service so eliminated shall be given Advertiser/Agency by extending the Display Period of this Agreement proportionately to the value of the service so eliminated.
15. Warranty. Any issues from a completed service that result due to the services rendered by Houck Transit Advertising and/or their subcontractors and their application process such as unnatural peeling or bubbling, substandard (compared to industry standard) application, etc., Houck Transit Advertising agrees to cover all costs for 1 year from date of installation for vinyl and labor expenses and schedule at the soonest available opening within a normal operating capacity given Advertiser/Agency by extending the Display Period of this Agreement proportionately to the value of the service so eliminated. Any bonus signage and any materials provided to us for installation are not warrantied for any period of time.
16. In the event that both a HOUCK Advertising Company contract and Advertiser/Agency contract or purchase order are in force for the same space and there is conflicting provision, then the HOUCK contract provision shall take precedence over the Advertiser/Agency provision.
17. This contract shall not be construed to include buses in or on which advertising is not permitted.
18. Advertiser gives HOUCK permission to use photos of Advertiser's signs for self-promotion.
19. If for any reason HOUCK shall cease to have the right to maintain, control or continue the advertising on any of the buses covered by this contract, HOUCK reserves the right to cancel the advertising hereunder, as to such buses, without prejudice to this contract as to the remainder of the contract.
20. Entire Agreement. This agreement embodies the entire Agreement between the parties, and may only be changed by written agreement and signed by all parties.

Duluth Public Schools

Advertiser/Agency Signature: John Magas — **Signed Date:** 5/31/22

Houck Transit Advertising: Donna Leonard — **Signed Date:** 5/17/22

AGREEMENT

THIS AGREEMENT, made and entered into this 1 day of July, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Duluth Community School Collaborative , 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 7/1/2022 and shall remain in effect until 8/31/2022, 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 Duluth Community School Collaborative will provide a six week, no-cost summer camp for 60 Myers-Wilkins students. Students will engage in art activities led by local artists, health and gardening, sports and outdoor recreation, social-emotional skill building activities, as well as weekly field trips. The program will culminate in a showcase of students' artistic expression.

The Office of Education Equity will contract with a local artist who will lead art activities 1x per week during summer programming, attend initial summer planning session, and support the final student showcase. OEE will also support art supply expenses for local artist.

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 pay Contractor for performing said obligations up to a sum not to exceed $5,000 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: Nate Smith , 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 Duluth Community School Collaborative, 32 East 1st St. Suite 202, Duluth, MN 55802 ATTN: Kelsey Gantzer, Executive Director.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature	41-2002724 SSN/Tax ID Number	7/22/2022 Date
Program Director		7/25/22 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	540	203	313	305	324
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	7/26/22 Date

AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of June 2022 ,by and between Independent School District #709, a public corporation, hereinafter called District, and Joe Keno LLC, 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 June 27th, 2022, and shall remain in effect until June 30th, 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.** Contractor will utilize their unique knowledge and perspective as a Red Cliff Tribal member to plan and participate in a 2 day American Indian Education summer program extended field trip. The contractor will set up activities geared toward local Red Cliff tribal history for 20 American Indian Middle and High school students and up to 8 adult staff/chaperones. Examples such as connecting with tribal elders to share tribal teachings/stories and tours of significant historical places and tribal businesses.

3. **Background Check.** *N/A*
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 the 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 $2,000.00 (Two-thousand dollars) at a rate of $1,000.00/day. (includes preplanning, contacting tribal elders and businesses, and tour guide for 2 full days)

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: American Indian Education Office and Office of Education Equity, 215 North 1st Avenue East, Duluth, MN 55802.

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: **Joseph Montano Sr.;** 37375 Community Rd. #20 Bayfield, WI 54814 (906)767-9178

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 [redacted] SSN/Tax ID Number Date

Program Director 7/25/2022 Date

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

This contract is funded by either:

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

Please check the appropriate line below:

__X___ Check if the contract will be paid using District funds and enter the budget code in

the top line below (enter in blank spots following the example).

01	E	005	605	320	305	340
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 7/26/22 Date

STATE OF MINNESOTA

MINNESOTA STATE COLLEGES AND UNIVERSITIES

CONCURRENT ENROLLMENT CONTRACT

This contract is by and between ***Duluth Public Schools, 4316 Rice Lake Road; Duluth MN 55811*** (hereinafter DISTRICT) and the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf **of *Lake Superior College, 2101 Trinity Road, Duluth, MN 55811*** (hereinafter MINNESOTA STATE).

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

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

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

NOW, THEREFORE, it is agreed:

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

   Lake Superior College Instructor Mentors shall:
   - Collaborate with the high school CITS instructor to clarify approved college course outline and outcomes, to create a syllabus for each course, and to verify the syllabus meets college criteria.
   - Extend invitations to CITS teachers to participate in appropriate campus-based faculty development activities.
   - Meet regularly (face-to-face, email, telephone or via other technology) with high school CITS instructor and monitor assignments, exams, projects, and instructional effectiveness to ensure course meets the learning outcomes in the LSC course outline.

- Make at least one visit per course if requested by the high school instructor.
- Provide current college text information, course outlines, sample syllabi, sample exams, assignments, and exercises for the high school CITS teacher's use.
- Provide instructors who have taught the course previously with copies of new course outlines, new calendars, schedules, or other information as courses change.
- Create records of site visits and course evaluations per NACEP accreditation requirements.
- Support CITS instructors, giving additional time and attention to instructors new to the program.

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

High School Instructors, Administrators, and Staff shall:

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

3. CONSIDERATION AND TERMS OF PAYMENT.

a. Consideration for all services performed and goods or materials supplied by MINNESOTA STATE pursuant to this contract shall be paid by the DISTRICT as follows: The DISTRICT shall pay Three thousand and 00/100 dollars ($3,000.00) per course per teacher. If one teacher teaches multiple sections, it is one fee; if more than one teacher is assigned to separate sections of the same course, there is an additional fee to be paid by the DISTRICT of Three thousand and 00/100 dollars ($3,000.00) per teacher. The billing date for courses is October 30, 2022 with payment by the DISTRICT due 30 days later. (See attachment A for course and cost details).
There is no cost to the student.

b. Terms of Payment. LAKE SUPERIOR COLLEGE will bill for courses by October 31, 2022 with payment by DISTRICT due 30 days later.

4. TERM OF CONTRACT. This contract shall be effective on ***July 1, 2022*, or upon the date that the final required signature is obtained by MINNESOTA STATE,** whichever occurs later, and shall

remain in effect until ***June 30, 2023*** or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first.

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

6. AUTHORIZED REPRESENTATIVES.

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

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

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

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

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

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

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

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

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

11. GOVERNMENT DATA PRACTICES ACT. The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The DISTRICT and MINNESOTA STATE must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MINNESOTA STATE in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the DISTRICT in accordance with this contract.

The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the DISTRICT or MINNESOTA STATE. In the event the DISTRICT receives a request to release the data referred to in this clause, the DISTRICT must immediately notify MINNESOTA STATE. MINNESOTA STATE will give the DISTRICT instructions concerning the release of the data to the requesting party before the data is released.

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

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

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

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

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

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

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

APPROVED:

1. **MINNESOTA STATE COLLEGES AND UNIVERSITIES**

   Lake Superior College

By (authorized signature)	
Title	VP of ASA.
Date	7-18-22

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

By (authorized signature)	
Title	Superintendent
Date	7/28/22

By (authorized signature)
Title
Date

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

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

Attachment A - 2022-2023 LSC CITS COURSES **Cost: $18,000 (6 x $3000)**

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

AEO	MATH 1150	Pre-Calculus	5	Jenny Ahern	AY
Denfeld	MATH 1150	Pre-Calculus	5	Tim White	AY
Denfeld & East	ALTH 1400**	Introduction to Allied Health	2	Kimberly Olson	Fall
Denfeld & East	ALTH 1410**	Medical Terminology	1	Kimberly Olson	Fall
Denfeld & East	NUNA 1420	Nursing Assistant	3	Kimberly Olson	Spring
East	MATH 1150	Pre-Calculus	5	Bill Garnett	AY
East	BIOL 1005**	Introduction to Cell Biology	1	James Kyes	AY
East	BIOL 1140**	Human Anatomy & Physiology I	4	James Kyes	AY

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

Duluth Public Schools

District Name	Duluth Public Schools
District Number	#709
District Contact	Joan Lancour
District Contact Email	joan.lancour@isd709.org
AEO CITS Contact	Paula Williams
AEO CITS Contact Email	paula.williams@isd709.org
AEO Principal	Nathan Glocke
AEO Principal Email	Nathan.glocke@isd709.org
East CITS Contact	Jamie Savre
East CITS Contact Email	Jamie.savre@isd709.org
East Principal	Danette Seboe
East Principal Email	danette.seboe@isd709.org
Denfeld CITS Contact	Leah Hamm-Digatono
Denfeld CITS Contact Email	leah.hamm-digatono@isd709.org
Denfeld Principal	Tom Tusken
Denfeld Principal Email	Thomas.tusken@isd709.org
Curriculum & Instruction	Jennifer Larva
Curriculum & Instruction Email	jennifer.larva@isd709.org
Superintendent	John Magas
Superintendent Email	superintendent@isd709.org

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
CONCURRENT ENROLLMENT CONTRACT

This contract is by and between Duluth Public Schools ISD #709 (Denfeld High School and East High School) 4316 Rice Lake Road, Suite 108, Duluth, MN 55811, (hereinafter DISTRICT) and the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Fond du Lac Tribal and Community College, 2101 14th St, Cloquet, MN 55720 (hereinafter MINNESOTA STATE or Fond du Lac Tribal and Community College (FDLTCC).

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

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

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

NOW, THEREFORE, it is agreed:

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

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
CONCURRENT ENROLLMENT CONTRACT

Fond du Lac Tribal and Community College Instructor Mentors shall:

- Collaborate with the high school CITS instructor to clarify approved college course outline and outcomes, to create a syllabus for each course, and to verify the syllabus meets college criteria.
- Extend invitations to CITS teachers to participate in appropriate campus-based faculty development activities.
- Meet regularly (face-to-face, email, telephone or via other technology) with high school CITS instructor and monitor assignments, exams, projects, and instructional effectiveness to ensure course meets the learning outcomes in the FDLTCC course outline.
- Make at least one on-visit per course.
- Provide current college text information, course outlines, sample syllabi, sample exams, assignments, and exercises for the high school CITS teacher's use.
- Provide instructors who have taught the course previously with copies of new course outlines, new calendars, schedules, or other information as courses change.
- Create records of site visits and course evaluations per NACEP accreditation requirements.
- Support CITS instructors, giving additional time and attention to instructors new to the program.

2. DUTIES OF DISTRICT. The DISTRICT agrees to provide the following:
High School Instructors, Administrators, and Staff shall:

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

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
CONCURRENT ENROLLMENT CONTRACT

3. CONSIDERATION AND TERMS OF PAYMENT.

   a. Consideration for all services performed and goods or materials supplied by MINNESOTA STATE pursuant to this contract shall be paid by the DISTRICT as follows: The DISTRICT shall pay three thousand and 00/100 dollars ($3,000.00) per course per teacher. If one teacher teaches multiple sections, it is one fee; if more than one teacher is assigned to separate sections of the same course, there is an additional fee to be paid by the DISTRICT of three thousand and 00/100 dollars ($3,000.00) per teacher. The billing date for courses is October 1, 2022, with payment by the DISTRICT due 60 days later. ***There is no cost to the student.***
   b. Terms of Payment. FOND DU LAC TRIBAL AND COMMUNITY COLLEGE will bill for courses on October 1, 2022, with payment by DISTRICT due 60 days later.

4. TERM OF CONTRACT. This contract shall be effective on ***September 1, 2022,*** **or upon the date that the final required signature is obtained by MINNESOTA STATE,** whichever occurs later, and shall remain in effect until ***June 30, 2023,*** or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first.

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

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

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

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

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

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
CONCURRENT ENROLLMENT CONTRACT

10. GOVERNMENT DATA PRACTICES ACT. The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The DISTRICT and MINNESOTA STATE must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MINNESOTA STATE in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the DISTRICT in accordance with this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the DISTRICT or MINNESOTA STATE. In the event the DISTRICT receives a request to release the data referred to in this clause, the DISTRICT must immediately notify MINNESOTA STATE. MINNESOTA STATE will give the DISTRICT will respond appropriately as permitted or required by law.

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

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

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

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

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

Fond du Lac Tribal & Community College

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
CONCURRENT ENROLLMENT CONTRACT

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

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

By (authorized signature) Cathrin Eloop
Title CFO
Date 7/7/22

2. **Fond du Lac Tribal and Community College**

By (authorized signature) Stephanie Hemmett
Title President
Date 5/26/2022

AS TO FORM AND EXECUTION: Fond du Lac Tribal and Community College

3.

By (authorized college/university/system office initiating agreement) Bret Buskowski
Title CFO
Date 5/25/2022

ATTACHMENT A

Fond du Lac Tribal & Community College

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
CONCURRENT ENROLLMENT CONTRACT

Concurrent Enrollment Program Eligibility

A. For juniors, class rank in the upper one-third of their class or have a score at or above the 70th percentile on a nationally standardized, norm-referenced test, or have at least a 3.0 GPA
B. For seniors, class rank in the upper one-half of their class or have a score at or above the 50th percentile on a nationally standardized, norm-referenced test or have at least a 2.5 GPA
C. 9th or 10th grade students who rank in the upper one-tenth of their class or attain a score at or above the 90th percentile on a nationally standardized, norm-referenced test, or have a favorable recommendation from a designated high school official to enroll in that course.
D. Fond du Lac Tribal and Community College offers many options for placement: 1. The college can use **Accuplacer, ACT,** and **MCA** scores for course placement; 2. If students do not have scores from the tests previously listed, **the High School Grade Point Average (GPA)** or **guided self-placement** will be used to place students into courses.

Writing: A student who receives a college-ready score on any of the following Writing/ English tests shall be placed in courses that designate college-level writing skills.

High School GPA- 2.6 or higher. Within the last 10 years

Accuplacer Reading: 250 (Multiple measures: 236-249 and 2.5 or higher High School GPA) Within the last 3 years

ACT: 18 or higher on the English portion (Multiple Measures: 17 and 2.5 or higher High School GPA) Within the last 5 years

Mathematics: A student who receives a college-ready score any of the following math tests shall be placed in courses that designate college-level math skill.

High School GPA: 2.8 or Higher AND a grade of C- or better in high school Algebra II (or higher) Within the last 10 years

Accuplacer (AFF math)- 250 (Multiple Measures 236-249 and High GPA 2.7 or higher)- College Algebra Within the last 2 years

ACT: 22 or higher on the math portion (Multiple Measures: 20 and 2.7 or higher High School GPA)– College Algebra. Within the last 5 years.

MCA Math: 11th grade math test score of 1158 or higher (Multiple Measures: 1152-1157 and 2.7 or higher High School GPA) – College Algebra. Within the last 5 years

MCA Statistics: 11th grade math test score of 1148 or higher (Multiple Measures: 1146-1147 and 2.7 or higher High School GPA) – Introduction to Statistics. Within the last 5 years

MCA Statistics: 11th grade math test score of 1148 or higher (Multiple Measures: 1146-1147 and 2.7 or higher High School GPA) – Introduction to Statistics. Within the last 5 years

DocuSign Envelope ID: 17B989F7-42C7-4FA4-BB66-5C2FEF71BA02

Company Address	180 Montgomery St. Suite 750 San Francisco, CA 94104 United States	Bill To Name	Duluth Independent School District 709
		Created Date	6/30/2022
		Expiration Date	8/31/2022
		Quote Number	00048565

Please send any billing questions to ar@seesaw.me

Contract Summary

Contract Start Date	9/1/2022	Contract End Date	8/31/2023
# of Students	3,300.00		
Total Price	USD 17,820.00		
Tax	USD 0.00		
Grand Total	USD 17,820.00		

Contract Details

Product	Quantity	Sales Price	Total Price	Invoice Date
Seesaw for Schools	3,300.00	USD 6.00	USD 19,800.00	9/1/2022
Volume Discount (2,500 - 4,999)	3,300.00	USD -0.60	USD -1,980.00	9/1/2022

Admin Sponsor (e.g. Principal, Director of Instructional Tech, etc.)

Decided to purchase (or renew) Seesaw. Will be included in conversations about our partnership progress.

Name: Jen Larva
Email: jen.larva@isd709.org
Title: Director of Education
Phone: 218-336-8700

Seesaw Lead

Responsible for Seesaw training and adoption. Main Seesaw point of contact throughout the contract.

Name: Joan Lancour
Email: joan.lancour@isd709.org
Title: Asst. to Dir. of Ed.
Phone: 218-336-8700

Tech Lead (Who can help set up your school?)

Lead for Seesaw's technical implementation. Point of contact for technical issues or updates.

Name: Bart Smith
Email: bart.smith@isd709.org
Title: Manager of Technology
Phone: 218-336-8700

Billing Contact - Accounts Payable (Who will pay the invoice?)

Receives invoices. Point of contact on payment-related matters.

Name: Accts Payable
Email: accountspayable@isd709.org
Title: Finance Department
Phone: 218-336-8700

School Address

DocuSign Envelope ID: 17B989F7-42C7-4FA4-BB66-5C2FEF71BA02

Address: 4316 Rice Lake Road

City: Duluth

State: Minnesota

Zip / Post Code: 55811

Upon signing by Customer and submission to web.seesaw.me or your sales representative, this Order Form shall become legally binding unless this Order Form is rejected by Seesaw Learning, Inc. for any of the following reasons: (1) the signatory below does not have the authority to bind Customer to this Order Form, (2) changes have been made to this Order Form (other than completion of the purchase order information and the signature block), or (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this Order Form.

This Order Form is governed by the terms of the Seesaw Learning, Inc. Master Services Agreement ("Agreement") found at https://web.seesaw.me/msa unless (i) Customer has a written master services agreement executed by Seesaw Learning, Inc. for the Services, in which case such written subscription agreement will govern or (ii) otherwise set forth herein. By signing below, the parties agree to be bound by the Agreement.

Name: Catherine Erickson

Date: 7/7/2022

Company: Duluth Public Schools

Title: CFO

Email: catherine.erickson@isd709.org

PO Number (if required):

Accepted By: Catherine Erickson
9306E5BFB5274DA...

Budget Code
01 E 005 203 160 406 011

Seesaw Signature

Name: Kelley Czajka

Company: Seesaw

Accepted By: DocuSigned by: Kelley Czajka
2969ADAB4DA648A...

Date: 7/8/2022

Regents of the University of Minnesota ("University")
Short Form Services Agreement

Department Name: Center for Applied Research and Educational Improvement		**Customer Name:** **Duluth Public Schools**
Customer Address: 4316 Rice Lake Road Suite 108 Duluth, MN 55811		
Phone: 218-336-8711	**Fax:**	**Email:** joan.lancour@isd709.org
Dept. ID No.:11250	**I/ESAF No.:1696**	(No contract assigned) Do not send to External Sales)
Term Start Date: 6/22/22		**Term End Date: 7/25/22**
Description of Services: One, 5-hour workshop covering PRESS classwide & tier 2 Spanish interventions on 7/27/22 from 8-1.		
Provide details and pricing (or enter "see attached Exhibit A"): $5,000.00 total presentation. An electronic (PDF) file of the PRESS Spanish Intervention Manual will be provided at no cost. Customer agrees to issue multiple electronic surveys, developed by the University of Minnesota, to all staff to collect data on training and implementation experiences throughout school year 2022-23.		
Check One: **Single Sale ☒** **Repeating/Multiple Sale ☐**		
		Price per Service: $5,000.00
		Sales and Use Tax (if applicable): $
		TOTAL Compensation: $5,000.00

1. What the University Will Provide. Under this Agreement, University will provide external sales services as described and for the fee set forth above. In the event the compensation is not a fixed firm price for the services, but instead is set forth on an attached schedule and contains published rates, the University reserves the right to modify the fees set forth thereon effective July 1 of each year of this Agreement.

2. What You Will Receive. You will receive a service, a report indicating the results of your requested services and/or the materials described above.

3. Exclusive Terms and Conditions. These terms and conditions are the sole and exclusive terms and conditions applicable to this Agreement. University objects to, and rejects, all other terms and conditions contained in any document provided by Customer at any time. Any handwritten changes to the terms of this Agreement shall be ignored and have no legal effect unless initialed by both parties. Any performance under this Agreement will be deemed acceptance of these terms and conditions and provisions and specifications on the face and Exhibit A of this Agreement and attachments, if any.

Customer agrees that any additional or different terms and conditions on its documents (acknowledgements, invoices, website, purchase order, etc.) shall not be binding on the University, notwithstanding any legend on such document.

4. Ownership of Materials and Presentation. With respect to any workshop/presentation activities under this Agreement, all materials provided by the University during the presentation shall remain the property of the University. Company is provided a license to use the materials in connection with the workshop/presentation, but Company may not copy or distribute the materials without the express written consent of the University. University further owns all rights to the workshop/presentation and the workshop/presentation shall not be recorded or taped in any form without the express written consent of the University.

5. Disclaimer of Warranty and Liability. WHILE THE SERVICES WILL BE PERFORMED IN A PROFESSIONAL MANNER, UNIVERSITY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE WORK TO BE PERFORMED OR THE DELIVERABLES TO BE PROVIDED. IN NO EVENT SHALL UNIVERSITY BE LIABLE FOR ANY SPECIAL, INDIRECT (INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOST PROFITS, OR LOSS OF DATA), INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OF ANY KIND, RESULTING FROM WHATEVER CAUSE WHETHER IN AN ACTION UNDER THEORIES OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE WORK TO BE PERFORMED OR THE DELIVERABLES TO BE PROVIDED UNDER THIS AGREEMENT. IN NO EVENT SHALL UNIVERSITY'S TOTAL LIABILITY TO YOU FOR ANY AND ALL DIRECT DAMAGES EXCEED THE AMOUNTS PAID TO UNIVERSITY UNDER THIS AGREEMENT.

6. Indemnification and Insurance. You agree to indemnify, defend, and hold harmless University against any and all claims, costs, or liabilities, including attorneys' fees and court costs for any loss, damage, injury, or loss of life arising out of (i) use by you (or any third party acting on behalf of or under authorization from you) of information, reports, deliverables, materials, products or other results of University's work to be performed or deliverables to be provided under this order; or (ii) your infringement of a third party's intellectual property rights or violation of any law, rule, or regulation in the provision of any samples to the University. In the event the services are conducted for commercial use or purpose, you represent that you have in force a policy of general liability insurance, with limits not less than $1,000,000 each occurrence, and you agree to furnish proof of such insurance upon request.

7. Applicable Law and Jurisdiction. Minnesota law, without regard to principles of conflict of laws, will govern these terms and conditions. Any dispute relating to this Agreement shall be heard in state court in Hennepin County, Minnesota and you consent to jurisdiction in such courts for this purpose.

8. Use of University Name. Use of University name, logos and other marks of the University, or of any University employee in any publicity, advertising, or news release without the prior written approval of an authorized representative of the University is prohibited.

By signing below, you are indicating your agreement to the above terms and conditions. If you are submitting this order on behalf of a company or institution, you represent that you have the authority to bind such entity to these terms and conditions. In such a case, references to "you" or "your" shall apply to the entity on whose behalf you are signing.

University	Customer
Signature:_____	Signature: [signature]
Print Name: Kim Gibbons	Print Name: John Magas
Title:Director	Title: Superintendent
Date:	Date: 7/26/22

Budget Code
01 E 005 204 414 185 000

RECLAIMING YOUTH AT RISK

Sent: 6/30/2022

Customized Presentation/ Coaching
1-Day Contract

between

Reclaiming Youth at Risk* and Duluth Public Schools, ISD 709

Contact Person:	Martha Lippitt	**Phone:**	218-330-9423 (Martha)
Address:	4316 Rice Lake Rd, Suite 108	**Phone:**	218-336-8741 (office)
	Duluth, MN 55811	**Email:**	Martha.lippitt@isd709.org
Dates of Training:	November 7, 2022	**Name of Trainer:**	Stacy Kelsey

Cost of Customized Presentation & Coaching:

- The host agency will pay Reclaiming Youth at Risk **$3,500** [U.S. Dollars] for up to 6 hours of presentation in one day.
- The host agency will reimburse Reclaiming Youth at Risk for the **trainer's travel, lodging and meal expenses**, unless direct payment arrangements have been made in advance.

Reclaiming Youth at Risk will:

- Coordinate the training details with the contact person designated by the host agency.
- Secure a certified trainer and provide training for the dates indicated above.
- Invoice the host agency for the training fees and expenses as described above.

Host Agency will:

- Secure a suitable meeting room for this training.
- Provide appropriate AV equipment as needed. The trainer will have PowerPoint and DVDs on a personl computer, but will require projection equipment (LCD with sound/speakers), screen, and a lapel microphone (if applicable for the space).
- Provide refreshments for morning and afternoon breaks; at minimum bottled water for trainer/presenter.
- Assist with hotel reservations and travel arrangements for the trainer in consultation with the Reclaiming Youth at Risk contact person.
- If materials are requested, indicate number of participants to Reclaiming Youth at Risk contact person at least three (3) weeks in advance of the training to ensure adequate shipping time for training materials.
- **Pay Reclaiming Youth at Risk upon receipt of invoice and no later than 15 days after final day of training.** The invoice will reflect the actual number of participants / materials used; verified by trainer and attendance records.

Signed: Wendy Beukelman — 6/29/2022
Reclaiming Youth at Risk Representative — Date

Signed: — 7/13/22
Host Agency Representative — Date

Return to: Reclaiming Youth at Risk, PO Box 650, Lennox, South Dakota 57039 USA

Contact Person: Wendy Beukelman

Phone: 1-605-906-4694 E-mail: wendy@growingedgetraining.com

Budget Code
01 E 005 420 372 366 000

***Cancellation Policy**: If the host agency cancels an event after signing a contract, the host agency will be responsible for reimbursing Reclaiming Youth at Risk for any and all costs incurred by Reclaiming Youth at Risk or the trainer at the time of cancellation (i.e., flight costs, shipping expenses, etc.) and must immediately return all training materials (if applicable) at the host agency's expense. If cancellation by the host agency occurs 15-30 days prior to the event, a fee of 25% of the contract fee will be assessed in addition to any expenses incurred. If the cancellation occurs less than 15 days prior to the event, a fee of 50% of the contract fee will be assessed in addition to any expenses incurred.*

Revised March 2018

RECLAIMING YOUTH AT RISK

Sent: 6/30/2022

Six Keys to Thriving Training
1-Day Contract

between

Reclaiming Youth at Risk* and Duluth Public Schools, ISD 709

Contact Person:	Martha Lippitt	**Phone:**	218-330-9423 (Martha)
Address:	4316 Rice Lake Rd, Suite 108	**Phone:**	218-336-8741 (office)
	Duluth, MN 55811	**Email:**	Martha.lippitt@isd709.org
Dates of Training:	August 29, 2022	**Name of Trainer:**	Stacy Kelsey

Cost of Six Keys to Thriving Training:

- The host agency will pay Reclaiming Youth at Risk **$3,500** [U.S. Dollars] for up to 6 hours of presentation in one day.
- Materials are not required for this training, however, it is recommended that participants purchase the textbook, *Reclaiming Youth at Risk: Evidence-based Essentials.*
- The host agency will reimburse Reclaiming Youth at Risk for the **trainer's travel, lodging and meal expenses**, unless direct payment arrangements have been made in advance.
- The host agency will reimburse Reclaiming Youth at Risk for actual **shipping costs** for textbooks if materials are requested..

Reclaiming Youth at Risk will:

- Coordinate the training details with the contact person designated by the host agency.
- Secure a certified Six Keys trainer and provide training for the dates indicated above.
- Invoice the host agency for the training fees and expenses as described above.

Host Agency will:

- Secure a suitable meeting room for this training.
- Provide appropriate AV equipment as needed. The trainer will have PowerPoint and DVDs on a personl computer, but will require projection equipment (LCD with sound/speakers), screen, and a lapel microphone (if applicable for the space).
- Provide refreshments for morning and afternoon breaks; at minimum bottled water for trainer/presenter.
- Assist with hotel reservations and travel arrangements for the trainer in consultation with the Reclaiming Youth at Risk contact person.
- If materials are requested, indicate number of participants to Reclaiming Youth at Risk contact person at least three (3) weeks in advance of the training to ensure adequate shipping time for training materials.
- **Pay Reclaiming Youth at Risk upon receipt of invoice and no later than 15 days after final day of training.** The invoice will reflect the actual number of participants / materials used; verified by trainer and attendance records.

Signed: Wendy Beukelman — Reclaiming Youth at Risk Representative — Date: 6/29/2022

Signed: [signature] — Host Agency Representative — Date: 7/21/22

Return to: Reclaiming Youth at Risk, PO Box 650, Lennox, South Dakota 57039 USA

Contact Person: Wendy Beukelman

Phone: 1-605-906-4694 E-mail: wendy@growingedgetraining.com

***Cancellation Policy**: If the host agency cancels an event after signing a contract, the host agency will be responsible for reimbursing Reclaiming Youth at Risk for any and all costs incurred by Reclaiming Youth at Risk or the trainer at the time of cancellation (i.e., flight costs, shipping expenses, etc.) and must immediately return all training materials (if applicable) at the host agency's expense. If cancellation by the host agency occurs 15-30 days prior to the event, a fee of 25% of the contract fee will be assessed in addition to any expenses incurred. If the cancellation occurs less than 15 days prior to the event, a fee of 50% of the contract fee will be assessed in addition to any expenses incurred.*

Revised March 2018

Budget Code

01 E 005 420 372 366 000

DocuSign Envelope ID: C9291FB2-6074-4E5C-A665-78689D57B750

Soliant®

ADDENDUM A
Terms of Teleservices Assignment

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

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

Telepractitioner:	Nadia Iftekhar		
Client:	Duluth Public Schools		
Assignment Start Date:	6-13-22	**Assignment End Date:**	8-2-22
Position:	DHH		
Hours per Week:	12		
Bill Rate per Hour	$ 97.50	*Bill Rate is all-inclusive[a]*	
Technology Fee:	$ NA		
	One VocoVision station per full time position at no cost. Additional stations can be provided with a $1,000 per unit refundable deposit and $200 per unit nonrefundable configuration and shipping charge. Deposit will be refunded to the school district upon return of the station(s) in working condition within fifteen (15) days of the assignment being completed.		
Miscellaneous:	Not Applicable		

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

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

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

Duluth Public Schools

DocuSigned by:
John Magas
353DDB6A52D84F1...
Client Representative Signature — 7/14/2022 Date

John Magas
Print Name

Superintendent of Schools
Title

SOLIANT HEALTH, LLC

DocuSigned by:
William McCrary
F6C4D8D41932482...
Soliant Health Signature — 5/25/2022 Date

William McCrary
Print Name

William McCrary
Title

DocuSign Envelope ID: C9291FB2-6074-4E5C-A665-78689D57B750

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

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

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

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

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

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

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

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

Duluth Public Schools

DocuSigned by:
John Magas
353DDB8A52D84F1...
Client Representative Signature — 7/14/2022 Date

John Magas
Print Name

Superintendent of Schools
Title

SOLIANT HEALTH, LLC

DocuSigned by:
William McCrary
F8C4D8D41932482...
Soliant Health Signature — 5/25/2022 Date

William McCrary
Print Name

William McCrary
Title

DocuSign Envelope ID: C9291FB2-6074-4E5C-A665-78689D57B750

Duties and Responsibilities

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

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

Duluth Public Schools

DocuSigned by:
John Magas
353DDB6A52D84F1...
Client Representative Signature — 7/14/2022 Date

John Magas
Print Name

Superintendent of Schools
Title

SOLIANT HEALTH, LLC

DocuSigned by:
William McCrary
F6C4DB84F832482...
Soliant Health Signature — 5/25/2022 Date

William McCrary
Print Name

William McCrary
Title

DocuSign Envelope ID: C9291FB2-6074-4E5C-A665-78689D57B750

VocoVision Damaged Equipment Policy

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

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

Please initial DS

Packaging

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

Please initial DS

labcorp

GPI_MTX

MAPT/DULUTH PUBLIC SCHOOL #709
ACCOUNTS PAYABLE-CONFIDENTIAL
215 N 1ST AVE E
DULUTH, MN 55802

July 1, 2022

Dear Valued Client,

Thank you for choosing our company for your employee wellness and testing needs.

Our primary goal is to provide you with dependable and timely laboratory information. We know you rely on our company to offer the latest in employee wellness and testing while continually enhancing its services and information delivery. Achieving these goals requires a considerable investment in technology, facilities, equipment and people. Due to recent inflation, we are raising workplace drug test fees to offset rising supply, operational and labor costs.

The existing agreement for drug testing products and services between Laboratory Corporation of America Holdings and/or its wholly-owned subsidiary, MedTox Laboratories, Inc. and your company is hereby amended and you agree to the following:

Effective 8/1/2022 your current fees will increase 7%.

If you disagree with any of the above terms you must contact us in writing no later than thirty (30) days from the date of this letter. If you do not contact us in writing within this period, and if you continue using the services, you will be deemed to have agreed to these terms.

If you have any questions regarding your fees, please contact your Client Success Manager or Labcorp Service Team (LESClientPricing@labcorp.com). We appreciate your continued business and look forward to serving you and your company.

Sincerely,

Laboratory Corporation of America
and its subsidiary MedTox Laboratories, Inc.

John Magas 7/21/22
John Magas, Superintendent

Duluth Public Schools

Brett Mensing <brett.mensing@isd709.org>

RE: Duluth Public Schools Agreement (665600)

1 message

LESClientPricing <LESClientPricing@labcorp.com> Wed, Jul 20, 2022 at 4:49 PM
To: Brett Mensing <brett.mensing@isd709.org>

Good evening,

The pricing requested is listed below.

Test Code	Test Description	Effective Date	Fee
15223	DOT PANEL	8/1/2022	$ 17.13
88903	5 PANEL+OXY	8/1/2022	$ 20.12
89700	5 PANEL+OXY	8/1/2022	$ 16.37
89740	10 PANEL+OXY+6MAM	8/1/2022	$ 21.40
89763	5 PANEL+OXY+6MAM	8/1/2022	$ 21.40
90700	5 PANEL	2/7/2022	$ 16.01

Thanks,

Danielle LaDoucer

Account Setup & Implementation Supervisor

Labcorp Employer Services

Tel: +1 (651)-638-8771

402 West County Road D
200
Saint Paul, MN 55112

www.labcorp.com

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labcorp

From: Brett Mensing <brett.mensing@isd709.org>
Sent: Monday, July 18, 2022 3:10 PM
To: LESClientPricing <LESClientPricing@labcorp.com>
Subject: [External] Re: Duluth Public Schools Agreement (665600)

EXTERNAL: This email originated from outside of the organization. Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Good afternoon, Danielle,

If you could send a list of updated pricing effective 8/1/22, that would be great.

Thank you!

-Brett

On Mon, Jul 18, 2022 at 3:08 PM LESClientPricing <LESClientPricing@labcorp.com> wrote:

> Hello Brett,
>
> We do not currently have a contract or agreement on file for your account. To confirm, would you like a contract established for your account going forward or are you looking for a list of updated pricing effective 8/1/2022?
>
> Thanks,
>
> **Danielle LaDoucer**
>
> Account Setup & Implementation Supervisor
>
> Labcorp Employer Services
>
> 201 +1 (651)-638-8771

AGREEMENT

THIS AGREEMENT, made and entered into this 24th day of May, 20 22, by and between Independent School District #709, a public corporation, hereinafter called District, and Island Sea Recording, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows: *(insert here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 1/1/21 and shall remain in effect until 6/30/22, 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.** *(insert or attach a list of programs/services to be performed by contractor)* Recording of Choir Performance

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 $ — hourly and $ 2000.00 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: _____, 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) 2117 E. 5th Street Superior WI 54880.

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.

X _____ _____ _____

Contractor Signature SSN/Tax ID Number [redacted] Date

Jerome Upton _____

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	220	298	000	305	432
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

_____ _____ 7/21/22

CFO Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 7th day of January , 2022 , by and between Independent School District #709, a public corporation, hereinafter called District, and Patrick Mulcahy, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows: *(insert here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 7th and shall remain in effect until December 31st, 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.** *(insert or attach a list of programs/services to be performed by contractor)* Theater Lighting/Design

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 $2500 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;

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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: Brett Munsing, 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) 4024 Gilliat St. Duluth MN 55804.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature [redacted] SSN/Tax ID Number 6/7/22 Date

Greg Jones/Peter Froehlingsdor
Program Director 11/7/22 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	720	298	000	305	438
XX	X	XXX	XXX	XXX	XXX	XXX

_____ Check if the contract will be paid using Student Activity Funds (Drama – Theatre Lighting Design)

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

CFO / Superintendent of Schools / Board Chair 7-6-22 Date

DocuSign Envelope ID: D8003246-66CC-4868-938F-DF13E8F40992

Contract Number: LSC-2022-024445

F.Y.	Cost Center	Obj. Code	Amount	Vendor #	P.O. #

STATE OF MINNESOTA

MINNESOTA STATE COLLEGES AND UNIVERSITIES

LAKE SUPERIOR COLLEGE

INTER-AGENCY AGREEMENT

WHEREAS, the Board of Trustees of the Minnesota State Colleges and Universities acting on behalf of LAKE SUPERIOR COLLEGE (hereinafter "MINNESOTA STATE") is empowered to enter into interagency agreements pursuant to Minnesota Statutes, Chapter 471.59, Subd. 10; and

WHEREAS, the INDEPENDENT SCHOOL DISTRICT 709 DULUTH ADULT EDUCATION PROGRAM (DAE) (hereinafter "STATE AGENCY") is empowered to enter into interagency agreements pursuant to Minnesota Statutes, Chapter 471.59, Subd. 10; and

NOW, THEREFORE, it is agreed:

1. DUTIES

   a. STATE AGENCY'S DUTIES. The STATE AGENCY shall:

      Provide supplemental/integrated instruction and instructional support for up to four (4) sections of ENGL/READ 0950 and/or ENGL/READ 0955 during the 2022-23 academic year. DAE instruction for each section is six (6) hours per week, or an equivalent of 0.3 FTE, plus preparatory time of 0.35.

      Provide and fund supplemental/integrated instruction and instructional support for a maximum of three (3) sections of MATH 0950/MATH 0955 during the 2022-23 academic year.

      Continue to fund the existing Pathways to College Success program offered at LSC, which meets fourteen (14) hours a week, an equivalent of 0.4 FTE.

DocuSign Envelope ID: D8003246-66CC-4868-938F-DF13E8F40992

Provide four (4) hours of digital literacy lab support weekly for sixteen (16) weeks during the fall 2022 and sixteen (16) weeks during the spring 2023 semesters, for a total of 128 hours on the LSC campus.

Provide 2-hour workshops monthly four (4) times per fall 2022 and four (4) times per spring 2023 semesters on digital literacy topics critical for student success, for a total of sixteen (16) hours on the LSC campus.

DAE's staff will work with LSC's Safety Office to learn about emergency response protocol.

STATE AGENCY will invoice at the end of each academic semester.

STATE AGENCY will provide training to LSC's advisors relating to services.

b. MINNESOTA STATE 'S DUTIES. MINNESOTA STATE shall:

Provide DAE a designated instructional space on LSC's main campus.

Provide DAE access to a computer lab or classroom with twenty (20) computers. All spaces will be scheduled in accordance with LSC's room scheduling practices.

Provide DAE a designated office space with standard office furniture, desk top computer, and phone.

Provide DAE clients free access to specified college resources including college library services and internet on the same basis as LSC students. Users of IT resources must comply with LSC's policies.

Provide DAE instructors and tutor free access to LSC email, Office 365, and IT help desk on the same basis as LSC students. Users of IT resources must comply with LSC's policies.

Provide DAE instructors copying services.

Provide DAE cleaning materials for sanitizing their common areas after use.

2. CONSIDERATION AND TERMS OF PAYMENT.

a. Consideration for all services performed by STATE AGENCY pursuant to this Agreement shall be paid by the MINNESOTA STATE as follows:

DocuSign Envelope ID: D8003246-66CC-4868-938F-DF13E8F40992

Reimburse STATE AGENCY for expenses up to, and not to exceed, an amount of Seven Thousand Six Hundred and 00/100 Dollars ($7,600.00) for instructional staff during the 2022-23 academic year.

b. Terms of Payment. Payment shall be made by MINNESOTA STATE within thirty (30) days after the STATE AGENCY has presented invoices for services performed to Lake Superior College.

3. CONDITIONS OF PAYMENT. All services provided by STATE AGENCY pursuant to this Agreement shall be performed to the satisfaction of MINNESOTA STATE, as determined at the sole discretion of its Authorized Representative.

4. TERMS OF AGREEMENT. This agreement shall be effective August 17, 2022, or upon the date that the final required signature is obtained by MINNESOTA STATE, whichever occurs later, and shall remain in effect until June 30, 2023, or until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

6. AUTHORIZED REPRESENTATIVES.

a. MINNESOTA STATE'S Authorized Representative for the purposes of administration of this Agreement is:

Name and Title: Linda Kingston, Vice President ASA
Address: 2101 Trinity Road, Duluth, MN 55811
Telephone: +1 218-733-7637
E-Mail: linda.kingston@lsc.edu

b. The STATE AGENCY'S Authorized Representative for the purpose of administration of the Agreement is:

Name and Title: Angie Frank, Duluth Adult Education Manager
Address: 215 N 1ST AVE E, DULUTH, Minnesota 55802-2069
Telephone: +1 218-336-8725
E-Mail: angie.frank@isd709.org

Each Authorized Representative shall have final authority for acceptance of services of the other party and shall have responsibility to insure that all payments due to the other party are made pursuant to the terms of this Agreement.

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7. ASSIGNMENT. Neither party shall assign nor transfer any rights or obligations under this Agreement without the prior written consent of the other party.

8. AMENDMENTS. Any amendments to this Agreement shall be in writing, and shall be executed by the same parties who executed the original agreement, or their successors in office.

9. LIABILITY. Each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. The parties' liabilities shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Chapter 3.736, and other applicable law.

10. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS.

    a. MINNESOTA STATE shall own all rights, title and interest in all of the materials conceived or created by STATE AGENCY, or its employees or subcontractors, either individually or jointly with others and which arise out of the performance of this Agreement, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form ("MATERIALS").

    STATE AGENCY hereby assigns to MINNESOTA STATE all rights, title and interest to the MATERIALS. STATE AGENCY shall, upon request of MINNESOTA STATE, execute all papers and perform all other acts necessary to assist MINNESOTA STATE to obtain and register copyrights, patents or other forms of protection provided by law for the MATERIALS. The MATERIALS created under this Agreement by STATE AGENCY, its employees or subcontractors, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All of the MATERIALS, whether in paper, electronic, or other form, shall be remitted to MINNESOTA STATE by STATE AGENCY, its employees and any subcontractors and STATE AGENCY, shall not copy, reproduce, allow or cause to have the MATERIALS copied, reproduced or used for any purpose other than performance of STATE AGENCY obligations under this Agreement without the prior written consent of the REQUESTING AGENCY'S Authorized Representative.

    b. STATE AGENCY represents that MATERIALS produced or used under this Agreement do not and will not infringe upon any intellectual property rights of another, including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names.

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11. PUBLICITY. Any publicity given the program, publications, or services provided resulting from this Agreement, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for either party, or its employees individually or jointly with others, or any subcontractors shall not be released prior to approval by the other party's authorized representative.

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

13. OTHER PROVISIONS. None.

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

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

APPROVED:

1. **STATE AGENCY**
   INDEPENDENT SCHOOL DISTRICT 709 DULUTH ADULT EDUCATION PROGRAM

By (authorized signature) John Magas DocuSigned by: John Magas 20F20349A0D144E...
Title Superintendent
Date 7/21/2022 | 10:17:55 AM CDT

2. **VERIFIED AS TO ENCUMBRANCE**

By (authorized signature) Lynn M. Lindahl DocuSigned by: Lynn M Lindahl 57E27F4C2BBB4B5...
Title Administrative Assistant, LAS
Date 7/21/2022 | 10:20:12 AM CDT

3. **MINNESOTA STATE COLLEGES AND UNIVERSITIES**
   LAKE SUPERIOR COLLEGE

By (authorized signature) Linda Kingston DocuSigned by: Linda Kingston E8FEFB02A31747...
Title VP, Academic & Student Affairs
Date 7/25/2022 | 11:59:02 AM CDT

4. **AS TO FORM AND EXECUTION**

By (authorized college/university/system office initiating agreement) Nickoel Anderson DocuSigned by: Nickoel Anderson 7579A826C65D4E7...
Title Director of Business Services
Date 7/25/2022 | 12:00:45 PM CDT

Budget Code
01 E 005 211 000 394 200

LEASE AGREEMENT

TOTAL AMOUNT: $31,000

THIS LEASE AGREEMENT is made by Duluth Public Schools, ISD #709, 4316 Rice Lake Road, Duluth MN, 55811, hereafter referred to as **"TENANT"**, and Udac, Inc., 4724 Mike Colalillo Drive, Duluth, MN 55807, hereafter referred to as **"LANDLORD".**

WHEREAS, Udac, Inc, desires to partner with the TENTANT to provide space and opportunity for community benefit, and whereas, the TENANT is in need of space and capacity to provide space and programming for educational departments and programs, and

WHEREAS, Udac, Inc. has under its control the building located at 4724 Mike Colalillo Drive, Duluth, MN 55807 (**"Building"**), and has space in its building, and

WHEREAS, TENANT intends to use the space for Early Childhood Screening Program. See #4.

NOW THEREFORE, the LANDLORD and TENANT, in consideration of the rents, covenants, and considerations hereinafter specified, do hereby agree each with the other as follows.

1. **LEASED PREMISES.**

The LANDLORD grants and TENANT accepts the lease of the following described space **("Leased Premises")** located in the City of Duluth, County of St. Louis, Minnesota: more particularly described as:

Approximately **2500** square feet in the "BUILDING"

Location:	Size:	Use:
Rooms 206-209	2,504	Services

By mutual agreement, the LANDLORD and TENANT may modify size and location of Leased Premise during the term of the agreement by creating an amendment to this lease. If no amendment is transacted, it is deemed that the TENANT may use modified space under the current provisions of this agreement with no additional charges.

1.1 Unless otherwise provided in this Lease Agreement, the TENANT is taking the Leased Premises in its "as is" condition, and the LANDLORD is under no obligation to make any alterations or modifications to accommodate TENANT's use. TENANT's taking possession of the Leased Premises is evidence that the Leased Premises was in tenantable condition as of the day of occupancy.

1.2 The LANDLORD reserves the right in its sole discretion to maintain and repair the structural elements and utilities that serve the Leased Premises, including, but not limited to the walls, roof,

conduits, heating and cooling and other structural elements. LANDLORD may at any time construct, modify, add on or demolish elements of the Building of which the Leased Premises is a part, provided LANDLORD makes reasonable efforts to minimize the impact of such work on TENANT and its use of the Leased Premises.

1.3 Parking. The LANDLORD shall allow TENANT, its staff, visitors, guests and invitees the use of any parking space marked for visitors or any unmarked space during the term of this Lease. Subject to pro rata share as determined by the LANDLORD.

2. **TERM.**

The term of this Lease Agreement shall commence on **December 1, 2021** (**"Commencement Date"**), and end on **June 30, 2022**, with 2 years of automatic renewals for July 1, 2022-June 30, 2023, and July 1, 2023-June 30, 2024. Either party may terminate based on section 5.1.

3. **PAYMENT OF RENT.**

3.1 As rent for the Leased Premises and in consideration for all covenants, representations and conditions of this Lease Agreement, TENANT shall pay to the LANDLORD the sum of $1000.00/month for the term of the Lease Agreement.

3.2 Upon mutual agreement, the LANDLORD and TENANT may extend the provisions of this lease agreement for a future term by providing an AMENDMENT to this lease agreement and both parties sign and attach. Without such AMENDMENT, this agreement sunsets upon the end date in Section 2.

Lease Period	**Monthly Payment**	**Total due over Term**
December 1, 2021 – June 30 1, 2024	$1000	
Total		$31,000

The TENANT, upon execution of the agreement, will provide payment within 30 days to keep current within the term of agreement. The TENTANT will process a monthly payment within 5 days of the applicable month of the term.

4. **USE.**

TENANT shall use and occupy the Leased Premises only for agreed uses for programs and departments overseen by Duluth Public Schools, and for no other purposes without the LANDLORD's prior written consent for each instance.

5. **TERMINATION.**

5.1 This Lease may be terminated by the LANDLORD or TENANT with or without cause at any time upon giving sixty (60) days prior written notice of such termination.

5.2 Surrender of Leased Premises TENANT hereby agrees that at the expiration or earlier termination of this Lease or extension thereof:

a. TENANT shall remove its personal property and vacate and surrender possession of the Leased Premises to the LANDLORD by the end of the day the Lease terminates in as good condition as when TENANT took possession, ordinary wear and tear and damage by the elements excepted.

b. All personal property not so removed will conclusively be deemed to have been abandoned by TENANT and may be sold, stored, destroyed or otherwise disposed of by the LANDLORD without notice to TENANT or to any other person and without obligation to account for them.

6. DUTIES OF LANDLORD.

The LANDLORD shall provide light and heat to the Leased Premises, common areas and public access areas, including stairways, elevators, lobbies, and hallways. LANDLORD will work with TENANT regarding changes to duties, and changes will be determined by LANDLORD. LANDLORD shall furnish and provide, at its expense, the following utilities and services:

6.1 Utilities

6.2. Janitorial and Trash Removal Service – Maximum of Weekly

6.3 Hazardous Waste Removal and Disposal

6.4 Maintenance

6.5 Repairs

6.7 Delivery of Leased Premises

6.8 Quiet Enjoyment: TENANT shall have the quiet enjoyment of the Leased Premises during the full term of the Lease Agreement and any extension or renewal thereof.

7. DUTIES OF TENANT.

7.1. The TENANT agrees to:

7.1.1. Maintain the Lease Premises in a reasonably clean and sanitary condition.
7.1.2. Observe energy conservation practices to prevent waste of utilities.
7.1.3. Comply with all applicable municipal, county and state laws and ordinances.
7.1.4. Secure and protect leased premises areas.
7.1.5. Seek approval to install or place signage in areas outside of the leased premises. *Subject to approval by LANDLORD.
7.1.6. Provide furniture, fixtures, and equipment to operate in the leased premises, determined by LANDLORD
7.1.7. Abide by LANDLORD policies on smoking and common space protocols. Policies and rules are subject to change by LANDLORD.

8. ALTERATION OF LEASED PREMISES.

TENANT shall make no alterations, additions, or changes in the Leased Premises without the advance written consent of LANDLORD..

9. ASSIGNMENT AND SUBLETTING.

TENANT shall not assign nor in any manner transfer this Lease or any interest therein, nor sublet said Leased Premises or any parts thereof.

10. LANDLORD ACCESS.

The LANDLORD's employees or officials shall have the right, upon prior notification to TENANT (or without such notice in case of an emergency), to enter the Leased Premises at all reasonable times.

11. **INSURANCE.** TENENT will provide a current Certificate of Liability Insurance to LANDLORD.

12. LIABILITY.

The LANDLORD and TENANT agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. The LANDLORD's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.736, and other applicable law. TENANT's liability shall be governed by the Municipal Tort Claims Act, Minnesota Statutes Chapter 466.

13. PERSONAL PROPERTY RISK.

All personal property in or about the Leased Premises belonging to or placed therein by TENANT or its occupants or visitors shall be there at the sole risk of TENANT or such other person only, and the LANDLORD shall not be liable for theft or misappropriation thereof, nor for any loss or damage due to the building or any part of the appurtenance thereof becoming out of repair, or arising from the bursting or leaking of water, gas, sewer or steam pipes, or due to the happening of any accident in or about the Leased Premises including destruction by fire.

14. DAMAGE BY FIRE OR OTHER CASUALTY.

If all or a substantial part of the Leased Premises is rendered untenantable or inaccessible by damage to all or any part of the building from fire, the elements, accident, or other casualty (a "Casualty"), the LANDLORD shall have the option, at its sole and absolute discretion, to either:

a. Use reasonable efforts to restore the Leased Premises to substantially its former condition to the extent permitted by applicable law; provided, however, that in no event shall the LANDLORD have any obligation: 1) to make repairs or restoration beyond

the extent of insurance proceeds received by the LANDLORD for such repairs or restoration or 2) repair or restore any of TENANT's personal property, trade fixtures or alterations. If the LANDLORD elects to repair damage to the Leased Premises, then

1) This Lease Agreement shall remain in full force and effect but Rent from the date of the Casualty though the date of substantial completion of the repair shall be abated with regard to any portion of the Leased Premises that TENANT is prevented from using by reason of such damage or its repair; and

2) In no event shall the LANDLORD be liable to TENANT by reason of any injury to or interference with TENANT's business or property arising from a Casualty or by reason of any repairs to any part of the building necessitated by the Casualty.

OR

b. Terminate this Lease and end the term hereof, in which case the rent shall be paid to the date of such fire or other casualty, and all further obligations on the part of either party shall cease. If the LANDLORD elects to terminate the Lease Agreement, LANDLORD shall notify TENANT in writing within 60 days of the date of the Casualty.

15. **HOLDING OVER.**

In the event TENANT remains in possession of the Leased Premises herein leased after the expiration of this Lease and without the execution of a new lease, it shall be deemed occupying said Leased Premises as a tenant, at sufferance, subject to all the conditions, provisions and obligations of this Lease insofar as the same can be applicable to a month-to-month tenancy.

18. **BUILDING AND LEASED PREMISES ACCESS AND HOURS.**

The LANDLORD shall provide access to the Leased Premises for authorized employees, visitors, invitees and guests of TENANT.

19. **NOTICES.**

All notices, requests, and other communications between the LANDLORD and TENANT that are required or that the LANDLORD or TENANT elect to deliver shall be deemed sufficiently given or rendered if in writing and delivered to either party personally, by letter sent addresses in paragraph one of this agreement.

Signature Block is on Next Page

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

TENANT: Independent School District No. 709

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

By: Catherine Erickson
Catherine Erickson

Its: _____
Chief Financial Officer

Date: July 28, 2022

LANDLORD: Udac, Inc.

By: Karen D. Herman
Karen Herman

Its: _____
Executive Director

Date: July 28, 2022

THE SULLIVAN CENTER FOR
Udac

4724 Mike Colalillo Drive
Duluth, MN. 55807
Ph: 218-722-5867 Fax: 218-722-0209

Invoice

Date	Invoice #
7/28/2022	ISD -rent-202

Bill To:
ATTN: Accounts Payable
ISD 709 Early Childhood Screening

Hours	Description	Date	Rate	Amount
7	Rental Space	12/1/2021-6/30/2022	$1,000.00	$7,000.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00

Total Due $7,000.00

PLEASE REMIT PAYMENT TO: UDAC
4724 Mike Colalillo Drive
Duluth, MN. 55807

THE SULLIVAN CENTER FOR
Udac

4724 Mike Colalillo Drive
Duluth, MN. 55807
Ph: 218-722-5867 Fax: 218-722-0209

Invoice

Date	Invoice #
7/28/2022	ISD -rent-201

Bill To:
ATTN: Accounts Payable
ISD 709 Early Childhood Screening

reoccuring monthly rental payment
July 1, 2022 - June 30, 2023
Due by the 10th of each month

Hours	Description	Date	Rate	Amount
1	Rental Space	7/1/2022-6/30/2023	$1,000.00	$1,000.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00

Total Due $1,000.00

PLEASE REMIT PAYMENT TO: UDAC
4724 Mike Colalillo Drive
Duluth, MN. 55807

WASHINGTON CENTER LEASE AGREEMENT BETWEEN THE CITY OF DULUTH AND INDEPENDENT SCHOOL DISTRICT NO. 709

THIS LEASE AGREEMENT (this "Agreement") is entered into by and between the CITY OF DULUTH, a municipal corporation created and existing under the laws of the State of Minnesota (the "City"), and INDEPENDENT SCHOOL DISTRICT NO. 709, a Minnesota public corporation and political subdivision ("ISD 709" or "Tenant").

WHEREAS, the City owns a portion of the Washington Center building, located at 310 North First Avenue West, Duluth, Minnesota 55806, and is the beneficiary of easements over and across certain portions of the Washington Center building and the land on which it is located (the "Washington Center");

WHEREAS, Tenant is a public corporation and political subdivision duly organized and existing under the laws of the State of Minnesota;

WHEREAS, part of Tenant's mission (its "Mission") is to provide information and support for parents and their young children from birth through three (3) years of age through educational programs;

WHEREAS, Tenant desires to lease office space at Washington Center, to use for the advancement of its Mission and related services to the community at large (the "Services"); and

WHEREAS, the City desires to lease to Tenant portions of the Washington Center as described herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein, both parties agree as follows:

I. LEASED PREMISES

A. The terms "Exclusive Space" (defined below) and "Non-Exclusive Space" (defined below) shall collectively be referred to in this Agreement as the "Leased Premises." Subject to the terms and conditions set forth in this Agreement, the City demises and leases the Leased Premises to Tenant.

1. Tenant shall have exclusive use of the following rooms in Washington Center (the "Exclusive Space"):

Program	Room	Square Footage

Early Childhood Family Education ("ECFE")	110	840
Duluth Head Start	112	830
ECFE	114	800
ECFE	116	810
Total		**3,280**

The "Exclusive Space" is depicted on the attached Exhibit A and includes the storage space within the locker room and showers adjacent to the former pool, as further identified in orange on Exhibit A (the "Storage Space").

2. Tenant shall not be charged rent to use the Storage Space, but notwithstanding anything to the contrary within this Agreement, Tenant's right to use the Storage Space shall be subject to termination by the Manager (defined below) at any time in the Manager's sole discretion. The Manager shall also have the sole discretion to terminate Tenant's right to use the Storage Space and identify an alternative space or spaces for Tenant to use for storage purposes. If the Manager identifies an alternative space or spaces for Tenant's use, the alternative space(s) will become a part of the Exclusive Space under this Agreement and a new Exhibit A shall be attached to and become a part of this Agreement to reflect the change.

3. Tenant shall have non-exclusive use of (i) the following indoor areas located on the first floor of the Washington Center: kitchen, hallways, public bathrooms, gymnasium, and conference rooms; and (ii) the following outdoor areas of the Washington Center: the parking lot, sidewalks, entryways, green space and playground area (collectively, the "Non-Exclusive Space").

B. Tenant is taking the Leased Premises and all other rights conveyed by this Agreement "as is" in its present physical condition. The City makes no warranty, either express or implied, that the Leased Premises or Washington Center, or any personal property on or inside Washington Center is suitable for any purpose.

C. Tenant may only use the Leased Premises in furtherance of providing the Services.

D. Tenant acknowledges and agrees that (i) Tenant will use the Leased Premises to provide the Services; (ii) Tenant shall not interfere with other parties' right to use the Non-Exclusive Space, except when Tenant has reserved some portion of the Non-Exclusive Space for its exclusive use as permitted by this Agreement.

E. Tenant's rights with respect to the Leased Premises are subject to the terms set forth in the Restated and Amended Easement Agreement dated April 21, 1995 between the City, Artspace Projects, Inc. and Washington Studios Limited Partnership, a copy of which has been provided to Tenant (the "Easement Agreement").

II. TERM OF AGREEMENT.

Notwithstanding the date of execution of this Agreement, this Agreement shall be deemed to commence on September 1, 2022, and shall expire on August 31, 2025, unless terminated early as provided for herein (the "Term").

III. RENT AND RESERVATION OF NON-EXCLUSIVE SPACE.

A. Rent. Partial consideration by Tenant to the City for this Agreement shall be the public benefit provided by the Services. Therefore, the City agrees to a reduced rent rate from current market rent rates, in the following amounts for the following time periods (plus additional charges for periodic use of Non-Exclusive Space as set forth below):

1. For the period September 1, 2022 through August 31, 2023, Tenant shall pay rent equal to $4.87 per square foot, for base monthly rent in the amount of $1331.13 ($4.87 x 3,280 sq. ft/12 months).

2. For the period September 1, 2023 through August 31, 2024, Tenant shall pay rent equal to $5.11 per square foot, for base monthly rent in the amount of $1,396.73 ($5.11 x 3,280 sq. ft/12 months).

3. For the period September 1, 2024 through August 31, 2025, Tenant shall pay rent equal to $5.37 per square foot, for base monthly rent in the amount of $1,467.80 ($5.37 x 3,280 sq. ft/12 months).

4. For the period September 1, 2022 through August 31, 2025, Tenant shall pay $100.00 per month for garbage and recycling service.

5. Full rent payments shall be due and payable, in advance, on or before the first day of each calendar month. Payments shall be mailed or delivered to the City Auditor, Room 120 City Hall, 411 W. First Street, Duluth, Minnesota 55802. Rent payments shall be deposited in Fund 110-121-1222-4622 (General Fund, Public Administration, Facilities Management, Rent of Buildings).

B. Conference Rooms. Use of the conference rooms located in the Non-Exclusive Space (the "Conference Rooms") must be scheduled and approved in advance by the City's Manager of Parks and Recreation or his or her designee (the "Manager"). Use of the Conference Rooms is subject to availability, and Tenant is not guaranteed priority of its reservation requests. The Manager reserves the exclusive right to cancel and/or reschedule Tenant's use of the Conference Rooms should an unforeseen scheduling conflict arise. Use of the Conference Rooms shall be without additional charge if prior written approval is properly obtained in advance by Tenant. All meetings and events held in the Conference Rooms must meet the following criteria:

1. The meeting or event must be directly related to the Services.

2. At least one designated key holder of Tenant (a person who was directly assigned a key from the City's Property & Facilities Manager, or his/her designee (the

"Property Manager") must be present for the entire duration of the event or meeting.

3. Tenant shall follow all security measures, criteria and protocol established by the Property Manager, who may unilaterally change security measures, criteria and protocol during the Term (defined below).

4. Tenant is not permitted to store or leave any items in the Conference Rooms.

C. Gymnasium. Subject to availability, use of the gymnasium (the "Gymnasium") must be scheduled and approved by the Manager. The Manager reserves the exclusive right to cancel and/or reschedule Tenant's use of the Gymnasium should an unforeseen scheduling conflict arise. Use of the Gymnasium shall be charged at the then-current council-approved fee schedule. All rent for use of the Gymnasium shall be deposited into Special League Fund 210-030-3190-4625-07.

D. Bathroom Near Room 110. Use of the bathroom across the hall from Room 110 shall be non-exclusive and without charge as long as ISD 709 provides, at its sole expense, all daily cleaning and routine maintenance necessary to properly operate and maintain said bathroom in a safe, clean, and reasonable state of repair. ISD 709 shall provide, at its sole expense, those items required for the daily operation, maintenance, and cleaning of said bathroom, which includes but is not limited to, cleaning supplies, interior light bulbs, garbage bags, and paper products. The bathroom across the hall from Room 110 shall be open to the tenants, users and invitees of the Washington Center at all times and shall not be used or operated as a private bathroom of ISD 709 and its participants. If ISD 709 fails to perform the cleaning and maintenance duties outlined above regarding the bathroom across from Room 110, then said bathroom shall be closed to all tenants, users and invitees of the Washington Center, including ISD 709.

IV. TENANT RESPONSIBILITIES.

A. Tenant shall maintain the Exclusive Space in a safe and reasonable state of repair, normal wear and tear excepted, including cleaning of interior windows located in the Exclusive Space. Tenant shall thoroughly clean the kitchen located in the Non-Exclusive Space following each use by Tenant, and shall clean up after its own use of all other Non-Exclusive Space. Tenant shall remove and properly dispose of all trash and other waste it produces into Washington Center trash and recycling containers designated and/or provided by the City. Tenant will comply with the City's recycling requirements established by the City's Energy Coordinator, which are subject to unilateral change by the City during the Term.

B. Tenant shall keep the Leased Premises free from rodents, insects, and other pests. From time to time, the City may require Tenant to contract with a pest exterminating contractor to exterminate as may be necessary and as may be directed by the City. The sole cost and expense of this service shall be the responsibility and obligation of Tenant, unless the City determines, in its sole discretion, that another party is responsible for the infestation. It is further agreed that the City may pay a pest exterminating contractor on behalf of Tenant and

immediately collect the same from Tenant as additional rent, or reduce any amount owed to Tenant by City pursuant to this Agreement.

C. Tenant shall be responsible for maintaining its own personal property, including office related equipment in a safe, legal, and properly maintained manner at Tenant's sole expense. Tenant shall prohibit the use of any unsafe, illegal, or deficient equipment on the Leased Premises.

D. Tenant shall be solely responsible for any losses or damages caused by Tenant, including its employees, agents, volunteers, or program participants, to Washington Center, or to any personal property owned by the City or other third parties.

E. Tenant is solely responsible for storage, theft, and/or vandalism of the Exclusive Space and personal property, equipment, tools, and machinery.

F. Tenant will follow all established policies and procedures regarding safe and supervised usage of the Leased Premises and security for the Leased Premises, and will immediately report any concerns to the City.

G. Tenant shall provide adult supervision of its program participants by a qualified representative of Tenant at all times. Further, Tenant shall be responsible for any injuries or damages occurring to its participants when such participants are at Washington Center.

H. Tenant shall be responsible for installation and removal (at the end of this Agreement) of its signage on the Leased Premises. The size, design, location, and wording of all signage shall be subject to the approval of the Property Manager.

V. CITY'S RESPONSIBILITIES.

A. The City shall, at its expense, provide the following utilities and services: electric, natural gas, water, and sewer. The City shall, at Tenant's expense as set forth in paragraph III.A.4. above, provide garbage and recycling service

B. The City shall include Tenant on interior building directories and/or signage, if any. The City shall be responsible to maintain its signage within the Leased Premises.

C. Subject to the requirements of the Easement Agreement, the City shall, at its sole expense, provide major repairs and Non-Routine Maintenance to the structural and mechanical components of the Leased Premises, including, but not limited to, plumbing, electrical, HVAC roofing, windows and flooring systems. "Non-Routine Maintenance" shall be defined as major system replacement and repair items or replacement of whole systems, major building and/or assembly or upgrade of any fixed asset, road repair, locks and key changes, and winterizing water systems.

D. Except as otherwise provided in Section IV above, the City (or other third parties, pursuant to the Easement Agreement) shall be responsible for maintenance of the Non-Exclusive Space.

E. Tenant shall provide and install light bulbs for the light fixtures attached to the Exclusive Space. The City will provide and install light bulbs for the light fixtures in the Non-Exclusive Space, except that Tenant shall provide and install light bulbs for the bathroom across the hall from Room 110.

VI. *INTENTIONALLY OMITTED*.

VII. INDEPENDENT RELATIONSHIP.

Nothing in this Agreement is intended or shall be construed in any manner as creating or establishing a relationship of co-partners between the parties hereto or of constituting Tenant as an agent, representative, or employee of the City for any purpose or in any manner whatsoever. The parties do not intend by this Agreement to create a joint venture or joint enterprise, and expressly waive any right to claim such status in any dispute arising out of this Agreement. Tenant's employees shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota and any and all claims whatsoever arising out of employment or alleged employment, including without limitation, claims of discrimination against the City, or its officers, agents, contractors, or employees shall in no way be the responsibility of the City. Tenant and its officers and employees shall not be entitled to any compensation or rights or benefits of any hospital care, sick leave or vacation pay, Workers' Compensation, Unemployment Insurance, disability pay, or severance pay.

VIII. INSURANCE.

A. Tenant shall procure and maintain continuously in force a policy of insurance covering all of its activities on the Leased Premises. A Commercial General Liability Insurance policy shall be maintained in force by Tenant throughout the Term in an amount not less than One Million Five Hundred Thousand Dollars ($1,500,000.00) for bodily injuries and in an amount not less than One Million Five Hundred Thousand Dollars ($1,500,000.00) for property damage or One Million Five Hundred Thousand Dollars ($1,500,000.00) single limit coverage per occurrence. Such coverage shall include all Tenant activities occurring on or within the Leased Premises whether said activities are performed by employees or agents under contract to Tenant. Tenant shall provide satisfactory proof of Statutory Minnesota Workers' Compensation Insurance. The City does not represent or guarantee that these types or limits of coverage are adequate to protect Tenant's interests and liabilities.

B. Tenant shall provide the City with Certificates of Insurance evidencing required insurance coverages with 30-day notice of cancellation, non-renewal, or material change provisions included. Such policies of insurance shall be in a form acceptable to the City Attorney. The City shall be named as an additional insured on the policies of insurance required by this Agreement. When using the "Accord" Certificate form cancellation provisions, the words "endeavor to" on- Line 2 must be deleted. As an additional insured under the insurance contract, the City has contractual rights far exceeding that of a certificate holder. Therefore, additional named insured endorsement shall read as follows: "This policy insures the named Insured and the City of Duluth and will be primary and not contributory with City of Duluth

coverage." The City is an additional insured not subject to the "other insurance" condition or other policy terms which conflict with the agreement between the named insured and the City. The 2004 edition of ISO Additional Insured Endorsement CG 20 10 is not acceptable. If the CG 20 10 is used, then it must be a pre-2004 edition.

C. The City reserves the right to require Tenant to increase the coverages set forth above and to provide evidence of such increased insurance to the extent that the liability limits as provided in Minn. Stat. § 466.04 are increased.

D. The City does not intend to waive any legal immunities, defenses, or liability limits that maybe available.

E. The City shall not be liable to Tenant for any injury or damage resulting from any defect in the construction or condition of the Leased Premises, nor for any damage that may result from the negligence of any other person whatsoever.

IX. HOLD HARMLESS AND INDEMNIFICATION.

City and Tenant shall each be responsible for their own acts and the results thereof and shall not be responsible for the acts of the other party. The City's and Tenant's liability shall be governed by the provisions of Minnesota Statutes Chapter 466 and other applicable law.

X. REPORTING, RECORDS RETENTION, AND GOVERNMENT DATA PRACTICES.

A. All data collected, created, received, maintained or disseminated for any purpose by the parties because of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. Tenant shall comply with the Minnesota Government Data Practices Act.

B. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of the data by Tenant. If Tenant receives a request to release data related to this tenancy and referred to in the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, Tenant shall immediately notify the City and consult with the City as to how Tenant should respond to the request. Tenant agrees to hold the City, its officers, and employees harmless from any claims resulting from the Tenant's unlawful disclosure or use of data protected under state and federal laws.

C. Tenant agrees to maintain all books, records, documents, and other evidence pertaining to this Agreement and the Services for six (6) years following the termination or expiration of this Agreement.

D. Tenant acknowledges that, as provided in Minn. Stat. § 16C.05, Subd. 5, all Tenant books, records, documents, and accounting procedures and practices related to this Agreement are subject to examination by the City or the State Auditor for six (6) years from the

date of termination or expiration of this Agreement. Upon twenty-four (24) hours advance written notice by the City, the Tenant shall provide all requested books, records, documents, and accounting procedures and practices related to this Agreement.

XI. INCIDENT REPORTS.

Tenant shall promptly notify the Manager in writing of any incident of injury or loss or damage to the property of the City or to any of Tenant's participants or invitees occurring on or within Washington Center during the Term. Such written report shall be in a form acceptable to the City's Claims Investigator and Adjuster. A copy of the City's current form of Incident Report is attached as Exhibit B.

XII. COMPLIANCE WITH LAWS.

A. Tenant shall make the Services available to all users and shall not discriminate on the basis of race, color, creed, national origin, sexual orientation, disability, sex, religion, or status with regard to public assistance, and shall not violate any federal, state or local civil rights law, rule or regulation in the use of the Washington Center.

B. Tenant shall comply with all Minnesota Workers' Compensation laws in the utilization of all employees employed on the Leased Premises.

C. Tenant shall procure at its sole expense all licenses and permits necessary for carrying out the provisions of this Agreement.

D. The Services provided at the Leased Premises shall be in compliance with the laws, rules, and regulations of the United States, State of Minnesota, St. Louis County, and the City of Duluth.

XIII. COMMUNICATIONS.

The parties acknowledge that a full and complete exchange of information is necessary for a successful relationship, and each party agrees to communicate openly and regularly with the other with regard to any services or other activities contemplated under this Agreement.

XIV. NOTICES.

Unless otherwise provided herein, notice to the City or Tenant shall be sufficient if sent by regular United States mail, postage prepaid, addressed to the parties at the addresses set forth below or to such other respective persons or addresses as the parties may designate to each other in writing from time to time:

City of Duluth
Attn: Property and Facilities Manager
1532 W. Michigan Street

Duluth, Minnesota 55806
(218) 730-4430

ISD 709
Attn: ECFE Director
215 North 1st Avenue East
Duluth, Minnesota 55802
(218) 336-8700, Ext. 1021

XV. CITY ACCESS.

A. After reasonable notice to Tenant by the City (except in the case of an emergency), Tenant shall permit the Manager, the Property Manager, and their designees, to access and inspect the Exclusive Space. Tenant shall permit the Manager, the Property Manager, and their designees, to access and inspect the Non-Exclusive Space at any time without prior notice. Tenant shall not change the locks or otherwise prohibit or inhibit the Manager's access to any portion of the Leased Premises.

B. The City's Properties and Facilities Management Department shall be exclusively responsible for the design and designation of keying systems, lock changes, key fabrication and key distribution for Washington Center. Tenant shall comply with the City's Key Control Policy, a copy of which shall be provided to Tenant, and is subject to unilateral change by the City during the Term.

C. Tenant shall not make copies of any keys for Washington Center or the Leased Premises. All keys shall be promptly returned to the Property Manager upon termination or expiration of this Agreement.

XVI. TAXES.

Tenant shall pay all licenses, fees, taxes, and assessments of any kind whatsoever that arise because of, out of, or in the course of Tenant's lease or use of the Leased Premises, including real property and sales taxes, if applicable. The City may pay the same on behalf of Tenant and immediately collect the same from Tenant, or reduce any amount owed to Tenant by the City under this Agreement. Tenant shall collect and/or pay any sales and use taxes imposed by any governmental entity entitled to impose such taxes on or before the date they are due and file all required reports and forms in proper form related thereto on or before their due date.

XVII. SMOKING, TOBACCO, & ALCOHOL USE PROHIBITED.

No smoking, tobacco, or alcohol use is allowed on the Leased Premises.

XVIII. TERMINATION OR EXPIRATION OF AGREEMENT.

A. General Provisions. Upon termination or expiration of this Agreement, Tenant shall surrender possession of the Leased Premises to the City in as good condition and state of repair as the Leased Premises were in at the time Tenant took possession, normal wear and tear

excepted. All personal property remaining on the Leased Premises upon termination or expiration of this Agreement shall become the exclusive property of the City.

B. Without Cause. This Agreement may be terminated without cause by either party by serving at least sixty (60) days' written notice upon the other.

C. For Cause.

1. The City may unilaterally terminate or suspend this Agreement immediately if the City believes in good faith that the health, welfare or safety of occupants or neighbors of the Leased Premises would be placed in immediate jeopardy by the continuation of this Agreement or the occupancy of the Leased Premises by Tenant.

2. The City may unilaterally terminate or suspend this Agreement immediately if the City determines Tenant has or is violating any term of this Agreement. The City shall provide Tenant with written notice of such violation and shall allow Tenant thirty (30) days within which to cure or remedy the violations set forth in the written notice. If all of the violations are not cured or remedied to the satisfaction of the City within thirty (30) days, then the City may terminate this Agreement immediately by serving written notice to Tenant. In the event of a violation of this Agreement by Tenant, the City, in addition to other rights or remedies it may have, shall have the immediate right of reentry in the Leased Premises, and after five (5) days prior written notice to Tenant, may remove all persons and property from the Leased Premises. The City may, in addition to any other remedy it may have, recover from Tenant all damages incurred by reason of any violation of this Agreement, including the cost of recovering the Leased Premises and for attorney's fees.

3. Tenant may terminate or suspend this Agreement if Tenant determines that the City has or is violating any term of this Agreement. Tenant shall provide the City with written notice of such violation and shall allow the City thirty (30) days within which to cure or remedy the violations set forth in the written notice. If all of the violations are not cured or remedied within thirty (30) days, then Tenant may terminate this Agreement immediately by serving written notice to the City.

XIX. ALTERATIONS AND IMPROVEMENTS.

A. Tenant may, at its sole cost and expense, make suitable improvements or alterations to the Leased Premises only with the advance written approval of the Property Manager. All such improvements and alterations shall become the property of the City. Prior to commencing any improvements or alterations, Tenant shall submit to the City a Project Proposal Request along with detailed plans. A copy of the current form of Project Proposal Request is attached to this Agreement as Exhibit C. The Project Proposal Request shall be submitted to the City at least forty-five (45) days before the planned commencement of the work. No work may begin on any approved project until all necessary building permits are secured. All construction shall conform to state law and the Duluth City Codes.

B. Tenant agrees that not less than thirty (30) days prior to commencement of any construction, alteration or improvement on the Leased Premises, Tenant will provide the City with sufficient proof of required insurance, including worker's compensation. Such proof of insurance must be approved by the City Attorney before the commencement of any construction, alteration or improvement.

XX. GENERAL PROVISIONS.

A. The Leased Premises and Washington Center are a multi-use area requiring the cooperation of all users and all use is subject to the Easement Agreement. This cooperation includes ingress and egress, amenities, and related improvements. Tenant acknowledges that the Manager shall ultimately determine the appropriate use of the City-owned portion of Washington Center and shall prevail in any disputes between user groups.

B. The right of Tenant to occupy, use, and maintain the Leased Premises shall continue only so long as all of the undertakings, provisions, covenants, and conditions herein contained are on its part complied with promptly.

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

D. This Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. All previous lease agreements between the parties for any portion of the Washington Center are terminated.

E. Tenant agrees that it shall neither assign nor transfer any rights or obligations under this Agreement, nor sublet any portion of the Leased Premises.

F. The laws of the State of Minnesota shall govern all interpretations of this Agreement, and the appropriate venue and jurisdiction for any litigation that may arise under the Agreement will be in and under those courts located within St. Louis County, Minnesota.

G. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

H. Any amendments to this Agreement shall be in writing and shall be executed by the same officers who executed this Agreement or their successors in office.

I. The parties represent to each other that the execution of this Agreement has been duly and fully authorized by their respective governing bodies or boards, that the officers of the parties who executed this Agreement on their behalf are fully authorized to do so, and that this Agreement when thus executed by said officers of said parties on their behalf will constitute and

be the binding obligation and agreement of the parties in accordance with the terms and conditions hereof.

J. This Agreement is to be construed and understood solely as an agreement between the parties hereto and shall not be deemed to create any rights in any other person. No person shall have the right to make claim that they are a third party beneficiary of this Agreement or of any of the terms and conditions hereof, which, as between the parties hereto, may be waived at any time by mutual agreement between the parties hereto.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as indicated below.

CITY OF DULUTH

By: _____
Mayor

Attest: _____
City Clerk

Date Attested: _____

Countersigned:

_____
City Auditor

Approved as to form:

_____
City Attorney

INDEPENDENT SCHOOL DISTRICT NO. 709

By: John Magas

Printed Name: John Magas, Superintendent

Its: Duluth Public Schools

Date: 7/28/22

Budget Codes
EFCE: 04 E 005 580 325 370 000
Head Start: 04 E 005 579 285 370 000

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of January 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Duluth Community School Collaborative, 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:

Whereas, the District has decided to have the Contractor support Full-Service Community School strategies at three schools within the District: Myers-Wilkins Elementary, Lincoln Park Middle, and Denfeld High Schools.

Now therefore, in consideration of the foregoing and of the mutual promises and covenants herein the parties agree to the following terms and conditions of this agreement.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 1, 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.**

2A. DCSC Responsibilities: The Contractor will support the Full-Service Community School Sites to continue and/or establish programs and partnerships that follow the best practices of Full-Service Community Schools (FSCS) including the Four Pillars of FSCS: Integrated Student Supports, Expanded and Enriched Learning Time and Opportunities, Active Family and Community Engagement, and Collaborative Leadership and Practices.

DCSC shall undertake the following activities:

1. Co-lead monthly district FSCS meetings with Assistant Superintendent, Site Principals, and DSCS Staff
2. Co-lead quarterly FSCS district steering committee meetings with monthly district attendees and parent/community representatives from each FSCS site
3. Guide the planning and implantation of FSCS.
4. Assist in implementing supportive policies and practices.
5. In partnership with DPS, develop an evaluation plan that incorporates FSCS outcomes.
6. Lead in collaborative grant writing opportunities that enhance programs at FSCS sites.
7. Remain focused on whole family; student and school based supportive policies and best practices.
8. Provide support, supervision and coaching of Site Coordinators.
9. Participate in stakeholder meetings and activities.
10. Ensure a range of community partners are involved at each site which meet the goals of the Site Team plan.

11. Complete all data required for DCSC evaluation purposes and grant reporting requirement in a timely manner.
12. Ensure that DCSC Site Coordinators and program staff maintain a standard of professionalism and behavior consistent with DPS and DCSC expectations.
13. Ensure proper background checks have been completed.
14. Follow all DPS policies and procedures, including but not limited to policies and procedures regulating access to and use of confidential information. Acknowledges that the DPS has a legal obligation to maintain the confidentiality and privacy of student records in accordance with applicable law and regulations, specifically the Family Educational Rights and Privacy Act (FERPA). DCSC is receiving student information in compliance with the requirements and exceptions outlined in FERPA. DCSC acknowledges that it must comply with said law and regulations and safeguard student information. DCSC may not re-disclose the information to a third party without prior written consent from the parent or eligible student (age 18 or over). DCSC must destroy any student information received from the DPS when no longer needed for the purposes listed in this Agreement.

DPS understands that DCSC's primary mission is to foster community partnerships that promote wellness and school success for youth and families; creating a community of lifelong learners that embraces diversity. DCSC does not guarantee specific results. Any and all information, materials, services, intellectual property and other property and rights granted and/or provided by DCSC pursuant to this MOU (including the deliverables), are granted and/or provided on an "as is" basis. Any intellectual property generated by DCSC personnel will be owned by DCSC. Any intellectual property generated by DPS personnel will be owned by DPS or the creator of the intellectual property, as provided by DPS's Intellectual Property Policy and/or procedures.

2B. District Responsibilities:

1. DPS commits to work with DCSC to build a network of support based upon data-driven decision making and intended to improve attendance and academic performance within Duluth Public Schools community schools.
2. Work with DCSC to use braided funding to ensure that a full time Site Coordinator is employed at each community school.
3. DPS agrees to designate a senior staff member from administration (or his/her designees) to the Board of Directors for the DCSC.
4. DPS commits to organize internal meetings at the school sites and district-level to engage teachers, administrators and staff in the FSCS model.
5. It also agrees to have principals assist in appointing a team of administrators, faculty, support staff, parents, and students to participate in a monthly site leadership team meeting. It agrees to continue to implement the FSCS model and to work with DCSC to plan a continuum of solutions designed to significantly improve educational outcomes.
6. DPS agrees to inform DCSC regarding the Improvement Plans for individual community schools so that it may be included in the planning process.
7. Partner with DCSC in the design and delivery of FSCS.
8. Assist with collection and reporting of data when needed.
9. Support and facilitate collaborative grant writing opportunities that enhance DCSC activities.
10. Provide technical assistance and support to DPS staff and other professional development opportunities which support the FSCS model.

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

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

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

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

4. **Payment.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to pay Contractor a one-time payment of $12,500. Funding for this position is allocated through Minnesota Department of Education Full-Service Community School grant agreement.

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 Payment.** 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;

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: Cathy Erickson, CFO, 215 North 1st Avenue East, Duluth, MN 55802.

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) Duluth Community School Collaborative, 32 E 1st Ste, Ste 202, Duluth, MN 55802, Attn: Kelsey Gantzer, Executive Director.

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.

Kelsey Gantzer — Contractor Signature
41-2002724 — SSN/Tax ID Number
7/13/22 — Date

Kelsey Gantzer, Executive Director, DCSC — ~~Program~~ Director Executive
7/13/22 — 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 16 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

Please check the appropriate line below:

X Check if the contract will be paid using District funds and enter the budget code in the top line below.

01	540	610	000	370	000
XX	XXX	XXX	XXX	XXX	XXXXXX

____ 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

John Mayo — CFO / Superintendent of Schools / Board Chair
7/13/22 — Date

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Duluth Community School Collaborative, 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:

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Now therefore, in consideration of the foregoing and of the mutual promises and covenants herein the parties agree to the following terms and conditions of this agreement.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2022 and shall remain in effect until June 30, 2024 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. Performance.

2A. DCSC Responsibilities: The Contractor will support the Full-Service Community School Sites to continue and/or establish programs and partnerships that follow the best practices of Full-Service Community Schools (FSCS) including the Four Pillars of FSCS: Integrated Student Supports, Expanded and Enriched Learning Time and Opportunities, Active Family and Community Engagement, and Collaborative Leadership and Practices.

DCSC shall undertake the following activities:

1. Provide staff and establish diverse, sustainable funding and resource development.
2. Employ Site Coordinators for designated sites.
3. Build a community-wide scaffold of supports and strong partnerships of mutual expectation with educational providers.
4. Engage families and the community in driving education transformation.
5. Incorporate proven strategies and continually evaluate results.
6. Co-lead monthly district FSCS meetings with Assistant Superintendent, Site Principals, and DSCS Staff
7. Co-lead quarterly FSCS district steering committee meetings with monthly district attendees and parent/community representatives from each FSCS site
8. Guide the planning and implantation of FSCS.
9. Assist in implementing supportive policies and practices.
10. In partnership with DPS, develop an evaluation plan that incorporates FSCS outcomes.

11. Lead in collaborative grant writing opportunities that enhance programs at FSCS sites.
12. Remain focused on whole family; student and school based supportive policies and best practices.
13. Provide support, supervision and coaching of Site Coordinators.
14. Participate in stakeholder meetings and activities.
15. Ensure a range of community partners are involved at each site which meet the goals of the Site Team plan.
16. Complete all data required for DCSC evaluation purposes and grant reporting requirement in a timely manner.
17. Ensure that DCSC Site Coordinators and program staff maintain a standard of professionalism and behavior consistent with DPS and DCSC expectations.
18. Ensure proper background checks have been completed.
19. Follow all DPS policies and procedures, including but not limited to policies and procedures regulating access to and use of confidential information. Acknowledges that the DPS has a legal obligation to maintain the confidentiality and privacy of student records in accordance with applicable law and regulations, specifically the Family Educational Rights and Privacy Act (FERPA). DCSC is receiving student information in compliance with the requirements and exceptions outlined in FERPA. DCSC acknowledges that it must comply with said law and regulations and safeguard student information. DCSC may not re-disclose the information to a third party without prior written consent from the parent or eligible student (age 18 or over). DCSC must destroy any student information received from the DPS when no longer needed for the purposes listed in this Agreement.

DPS understands that DCSC's primary mission is to foster community partnerships that promote wellness and school success for youth and families; creating a community of lifelong learners that embraces diversity. DCSC does not guarantee specific results.

2B. District Responsibilities:

1. DPS commits to work with DCSC to build a network of support based upon data-driven decision making and intended to improve attendance and academic performance within Duluth Public Schools community schools.
2. Work with DCSC to use braided funding to ensure that a full time Site Coordinator is employed at each community school.
3. DPS agrees to designate a senior staff member from administration (or his/her designees) to the Board of Directors for the DCSC.
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5. It also agrees to have principals assist in appointing a team of administrators, faculty, support staff, parents, and students to participate in a monthly site leadership team meeting. It agrees to continue to implement the FSCS model and to work with DCSC to plan a continuum of solutions designed to significantly improve educational outcomes.
6. DPS agrees to inform DCSC regarding the Improvement Plans for individual community schools so that it may be included in the planning process.
7. Partner with DCSC in the design and delivery of FSCS.
8. Assist with collection and reporting of data when needed.
9. Support and facilitate collaborative grant writing opportunities that enhance DCSC activities.

10. Provide technical assistance and support to DPS staff and other professional development opportunities which support the FSCS model.

3B. Leadership Responsibilities: The school Principals, Site Coordinators, and Community School Coordinator will champion the community school strategy in the spirit of collaboration, shared vision and goals with a focus on common outcomes. They will integrate the community school strategy into the school vision and school improvement plan.

School Principal(s) Responsibility:

1. Provide leadership which supports integration of community services into the culture of school.
2. Participate in hiring, support and performance evaluation of Site Coordinator.
3. Ensure student assistance process reflects full integration of the community school partners and develop a clear communication and confidentiality process.
4. Participate in Community School Site Leadership Team meetings and activities.
5. Support integration of Site Coordinators through use of identified school resources (i.e. phones, computers, copiers, and appropriate curriculum support).
6. Provide reasonable space for the Site Coordinator and program activities that support the goals of a full-service community school.
7. Assist with provision of data when needed.
8. Agree to share appropriate information with DCSC staff to maximize student success. (Ensure proper releases are secured.)
9. Notify Site Coordinators and partners of grants that impact the full-service community school model.
10. Participate in collaborative grant writing opportunities that enhance program activities and the integration of the full-service community school model.

Community School Site Coordinator(s)

The following schools will have a full time Site Coordinator in the academic year 2022-2023 and 2023-2024:

- Myers-Wilkins Elementary- Position employed by DCSC
- Lincoln Park Middle School- Position employed by DPS
- Denfeld High School-Position employed by DCSC

The Community School Site Coordinator will be responsible for supporting the FSCS model at his or her site. The Site Coordinator will work in partnership with the Site-based Leadership Team, under the direction of the DCSC Executive Director and in collaboration with the school Principal to build a community of success. The Site Coordinator will work closely with students, school staff, families and community partners to facilitate connections, coordinate programs, ensure integration of school-community services and alignment of services with the goals and objectives of the DCSC and the Site-based Leadership Team's vision and mission.

The essential duties and responsibilities:

1. Support the alignment and successful implementation of a community school in partnership with the Site Leadership Team and based on the Site Plan.
2. Communicate FSCS' philosophy and programs to all stakeholders.

3. Work with members of the community school site leadership team to provide publicity and promotion of community schools, DCSC events and programs.
4. Partner with school staff to identify opportunities for community school programming to integrate, support, and reinforce teaching and learning during the school day.
5. Coordinate Site Leadership Team and event planning committees.
6. Participate in community committees and meetings that increase community engagement efforts.
7. Establish, maintain, and expand connections with community and other like-minded organizations, individuals and agencies.
8. Share relevant updates with DCSC Executive Director and Board, and work closely to ensure alignment of DCSC services with mission, goals, and objectives.
9. In collaboration with school staff, identify and facilitate parent leadership opportunities.
10. Conduct ongoing resource mapping and needs assessments.
11. Research, analyze and synthesize relevant data to provide suggestions for programmatic decisions maintaining a lens for access, equity and increase student achievement.
12. Participating as key member of the school faculty and staff team. This includes serving on relevant committees and supporting the Principal with his or her strategic vision for their school.
13. Attend meetings and professional development as required.

Supervision of Site Coordinators will be shared between the Program Director of DCSC and the school Principal. Annual evaluations will be completed in collaboration between the school principal and the Program Director of the DCSC.

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

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

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

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

4. **Payment.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to pay Contract for its services and expenses in performing said obligations up to a sum not to exceed $270,000.

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 Payment.** 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. Payments shall be made in equal monthly installments of $11,250.

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.** Any and all information, materials, services, intellectual property and other property and rights granted and/or provided by DCSC pursuant to this MOU (including the deliverables), are granted and/or provided on an "as is" basis. Any intellectual property generated by DCSC personnel will be owned by DCSC. Any intellectual property generated by DPS personnel will be owned by DPS or the creator of the intellectual property, as provided by DPS's Intellectual Property Policy and/or procedures.

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: Cathy Erickson, CFO, 215 North 1st Avenue East, Duluth, MN 55802.

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) Duluth

Community School Collaborative, 32 E 1st Ste, Ste 202, Duluth, MN 55802, Attn: Kelsey Gantzer, Executive Director.

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.

Kelsey Hamtpe — Contractor Signature
41-2002724 — SSN/Tax ID Number
7/13/22 — Date

Kelsey Hamtpe, DCSC Executive Director — ~~Program~~ Director ~~Executive~~
7/13/22 — 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 16 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

Please check the appropriate line below:

X Check if the contract will be paid using District funds and enter the budget code in the top line below.

XX	XXX	XXX	XXX	XXX	XXXXXX

____ 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

John Thye — CFO / Superintendent of Schools / Board Chair
7/13/22 — Date

M-W { 01 E 540 610 000 303 000 $25,000 annual $50,000 contrac
01 E 540 610 000 304 000 $55,000 annual $110,000 contract

Denfeld { 01 E 215 605 317 305 000 $55,000 annual
John W. Thye — 7/28/22
Talk to me.

No Cost Contracts Signed
July 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**
UW-Superior	Office of Superintendent	Affiliation Agreement for placement of University of Wisconsin Students
SOAR Career Solutions	Duluth Adult Education	MOU – SOAR Career Solutions, Duluth Adult Education, and Lake Superior College have come together to implement the Automotive Light Maintenance Technician job training. This is funded by the 2021 City of Duluth Community Development Block Grant Award.

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AFFILIATION AGREEMENT FOR PLACEMENT

OF UNIVERSITY OF WISCONSIN STUDENTS

This Agreement is between the Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Superior (hereinafter referred to as "University") and Duluth Public Schools (hereinafter referred to as "Facility").

In consideration of the mutual benefits to the respective parties, the University and the Facility agree to the terms set forth below.

THE UNIVERSITY AGREES:

1. That each school or college of the University wishing to participate in a clinical education placement program with the Facility will annually provide the Facility with a Program Memorandum, detailing the academic content of the proposed program. Upon acceptance of this Program Memorandum as provided hereafter, it shall become a part of this agreement and shall be incorporated by reference. The Program Memorandum will include discussion of program concepts; the controls which the University and the Facility may exercise or are required to exercise; the rights of the Facility to review the University's program; the number of students to be assigned, the academic qualifications and the schedule of those students; and any other matters pertaining to the specific program content proposed by the department; and

2. To provide the Facility with a listing of students who will be participating in the program and to update that listing periodically.

    - An appropriate background check for pre-service students requesting placement will be in place prior to their arrival for their experience. The background check will have been completed within a year of the desired start date of the placement experience. A pre-service student who is a Wisconsin resident will have a completed state (CCAP) or national background check. Pre-service students who are not residents of Wisconsin will have completed a national background check.

- Notice of completion of background check will be communicated by UW-Superior directly to the Office of Academic Programs (OAP) via the school district's "Background Check Acknowledgement" form. Notification will occur no less than two weeks prior to the beginning of the desired placement experience. Pre-service students will be unable to initiate their field experience until after (1) the OAP has received and reviewed the completed "Background Check Acknowledgement" form, and (2) notice to proceed with the placement has been thereafter communicated to the building principal and UW-Superior by the OAP. UW-Superior accepts responsibility to identify alternate placement for a pre-service candidate in the event the candidate's application is rejected.
- UW-Superior agrees to run the required Criminal Background Check (CBC), and its students are responsible to pay any fees associated with the CBC.

THE FACILITY AGREES:

1. To review any Program Memorandum concerning a clinical education program submitted by a school or college of the University. Upon review, the Facility will notify the school or college of its acceptance or rejection of the academic program proposal; and

2. Not to accept students as participants in the program unless the student is certified as a

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program participant in writing by the appropriate coordinator of a particular University school or college.

THE UNIVERSITY AND THE FACILITY JOINTLY AGREE:

1. The parties shall not discriminate in their training or education of any person or in the conditions of training or education or in other actions taken as a result of this Agreement by reason of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation, or national origin. Each party will make reasonable accommodations to assure accessibility to training programs for persons with disabilities;

2. That during the term of this Agreement, the State will indemnify University employees, officers, and agents (students in required training, a credit program, or for graduation) against liability for damages, errors, and omissions arising out of their activities while acting within the scope of their respective employment or agency, pursuant to §895.46(1) and §893.82, Stats.;

3. That the Facility will indemnify its employees, officers and agents against liability for damages arising out of their activities while acting within the scope of their respective employment or agency;

4. By executing this agreement, neither the University nor the Facility waives any constitutional, statutory or common law defenses, nor shall the provisions of agreement create any rights in any third party; and

5. This agreement shall be construed and governed by the laws of the State of Wisconsin.

TERM OF AGREEMENT:

This agreement shall be for a term of 5 years, commencing Jan 1, 2022. It may be terminated solely by written notice, one year in advance, by either party to the designated agent of the other as shown below.

FOR THE UNIVERSITY:

UW Superior Attn:
Jeff Kahler
P.O. Box 2000
Superior, WI 54880

FOR THE FACILITY:

Duluth Public Schools
Attn: School Representative
4316 Rice Lake Rd Suite 108
Duluth, MN 55811

Name of Department Requesting the Agreement: Department of Education

Program Memoranda presented by the University and accepted by the Facility shall be for a term of no longer than one year. They may be renewed upon mutual agreement. Such Program Memoranda do not require the specific approval of either party provided they contain provisions relating solely to program arrangements and content.

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Any fully executed Program Memoranda shall be incorporated by reference and become a part of this agreement if not inconsistent in any manner with this agreement.

FOR THE UNIVERSITY:

DocuSigned by:
Jeff Kahler
41550C56257547E...

7/28/2022 | 7:38 AM CDT

Signature of Authorized Official Date

Jeff Kahler
Vice Chancellor for
Administration and Finance

FOR THE FACILITY:

DocuSigned by:
John Magas
4EE0317586C3474...

7/28/2022 | 8:47 AM CDT

Signature of Authorized Official Date

John Magas

Printed name

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MEMORANDUM OF UNDERSTANDING

WHEREAS, **SOAR Career Solutions (SOAR), Duluth Adult Education (DAE)** and **Lake Superior College (LSC)** have come together to implement the Automotive Light Maintenance Technician job training which is funded by the 2021 City of Duluth Community Development Block grant award.

WHEREAS the partners listed below have agreed to enter into a collaborative agreement; and

WHEREAS, the partners herein desire to enter into a Memorandum of Understanding setting forth the services to be provided by the collaborative; and

I) Description of Partner Agencies

SOAR is a 501(c)3 organization based in Duluth, MN whose mission is to inspire personal transformation through career development. SOAR provides innovative programming that moves people to sustainable employment, contributing to a prosperous community. Comprehensive, relationship-based services allow clients to achieve goals of overcoming barriers, integrating into the community and obtaining education and/or getting a job. SOAR was founded in 1980 as Project SOAR of NE MN and changed its name in 2005. Since inception, over 12,000 individuals have received services.

DAE offers educational opportunities for adults to prepare for their GED or adult diploma, transition into college, prepare for job training, increase English language skills and increase computer literacy and basic reading, writing and math skills.

LSC is a two-year community and technical college in northeastern Minnesota. LSC provides 90 programs and services including technical programs and customized training for business and industry partners.

II) Purpose and Scope:

Utilizing MN DEED's Pathways to Prosperity training model, SOAR will partner with DAE and LSC to train and support low-to-moderate-income residents to gain the skills necessary to obtain entry-level employment in the automotive technician field.

Goal: Economic Development
Objective 1: Assist participants to access living wage jobs through local businesses.

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Objective 2: Help low-income people gain work skills, jobs and employment history that results in increased income and overall stability.

Success Measures:
13 Enroll into Bridge Instruction
10 Enroll into automotive light maintenance technician class
8 obtain credential/certification from LSC
7 enter into sustainable employment at or above $15/hour
5 retain employment for 12 months

III) Roles and Responsibilities

NOW, THEREFORE, it is hereby agreed by and between the partners as follows:

SOAR will:

1. Serve as the fiscal host and grant administrator;
2. Engage with the Duluth Workforce Board to ensure open communication about the automotive light maintenance technician training, align with local workforce strategic plan (in accordance with Workforce Innovation and Opportunities Act guidelines), obtain current information on employment opportunities and labor market needs, identify local industry career pathways and other workforce development information;
3. Facilitate regular meetings with DAE and LSC for the purpose of coordination and collaborative oversight of the project;
4. Facilitate regular meetings with DAE and LSC for the purpose of gauging the project and identify issues and solutions;
5. Recruit and enroll a minimum of 10 participants into the automotive light maintenance technician training;
6. Provide 1:1 case management and participant support to enrollees; and
7. Report on project outcomes.

DAE will:

1. Regularly participate in automotive light maintenance technician planning and oversight meetings;
2. Coordinate with SOAR and LSC to provide educational and social support to participants;
3. Develop automotive light maintenance technician bridge curriculum;

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4. Assess participants' reading and math skill level to identify the level of educational support needed for each participant;
5. Assess participants' technology skill level to identify level of support needed to be successful with automotive light maintenance technician coursework;
6. Provide 35 hours of bridge instruction to participants;
7. Provide 62 hours of integrated instruction to participants; and
8. Participate in automotive light maintenance technician graduation ceremony.

LSC will:

1. Regularly participate in automotive light maintenance technician planning and oversight meetings;
2. Coordinate with SOAR and DAE to provide educational and social support to participants;
3. Develop customized curriculum for automotive light maintenance technician training;
4. Provide 132 hours of instruction for automotive light maintenance technician job training. Topics include safety, tools and welding, vehicle engineering, tires and wheels, brakes, suspension, and electrical; and
5. Provide an industry recognized certification for Automotive Light Maintenance Technician.
6. Provide graduates of Automotive Light Maintenance Technician training with opportunity to apply training hours towards credit for prior learning if continuing their education at LSC for Automotive Mechanics.

Financial involvement/commitment:
Payment to partner agencies is contingent upon receipt of City of Duluth Community Development Block Grant funding. Payments will be made at the conclusion of the automotive technician training. Payment will not be made without proper documentation.

Please send invoices via email or USPS by January 15, 2023 to
Ann Miller, Finance Director, amiller@soarcareers.org
or
SOAR Career Solutions
Attn: Ann Miller

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205 W. 2nd Street, Suite 101
Duluth, MN 55802

Maximum payment made to each agency:
Duluth Adult Education: $11,138
Lake Superior College: $31,264

IV) Timeline

Responsibilities under this Memorandum of Understanding will coincide with the automotive technician training, January 18 – December 15, 2022.

V) Signatures

SOAR, DAE and LSC agree to collaborate and provide services as detailed above in Section III to fulfill the automotive light maintenance technician job training.

DocuSigned by:
BY: Emily Edison DATE: 7/19/2022
A69F33A98FF4448...
Emily Edison, Executive Director, SOAR Career Solutions

DocuSigned by:
BY: John Magas DATE: 7/19/2022
2F105E3723EF451...
John Magas, Superintendent, Duluth Public Schools

DocuSigned by:
BY: Linda Kingston DATE: 7/19/2022
40C758BBD3CF4FC...
Dr. Linda S. Kingston, Ph.D., Vice President of Academic and Student Affairs, Lake Superior College

Grant Applications
July 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
Ordean Foundation	Amy Broadmoore / Residential Media Specialist	School Libraries for Duluth's Residential and Treatment Schools	$26,000	The funds will be used to purchase library books, library furniture (e.g. library shelves for Chester Creek and Rockridge) and library supplies (e.g. labels, bookends, displays).

DULUTH PUBLIC SCHOOLS

CLASSIFICATION DESCRIPTION

TITLE: Facilities Business Manager

Title of Immediate Supervisor: Manager of Facilities	**Department:** Facilities Management	**FLSA Status**: Exempt
Accountable For (Job Titles): Office Support Specialist Senior, Varies		**Pay Grade Assignment**: Non-Certified Business Division Administrators' Association;

General Summary or Purpose Of Job:

Supervises, plans, directs, and coordinates such functions as accounts payable, accounts receivable, payroll, grants accounting, staff scheduling, assign work orders to maintenance staff and T&M contractors, purchases district-wide custodial, maintenance and emergency / incident products. Ensures that the Facilities Maintenance and Operations finance and budget activities are managed and processed in an accurate and timely manner, and that financial activities are conducted in compliance with School Board policies and procedures, governmental regulations, the Uniform Financial Accounting and Reporting Standards (UFARS), and generally accepted accounting principles.

DUTY NO.	**ESSENTIAL DUTIES:** (These duties are a representative sample; position assignments may vary.)	FRE-QUENCY
1.	Manages business operations of a fast-paced district department; provides leadership, work direction and daily oversight to ensure an efficient and timely flow of information and delivery of services.	Daily 20%
2.	Researches, purchases and maintains the inventory of district-wide custodial, maintenance and emergency / incident products.	Daily 15%
3.	Assist Managers and Supervisors in daily, weekly, monthly, yearly staffing and scheduling of the operations and maintenance staff. Maintain and reconcile schedules with time off reporting program and time sheets for submission to payroll.	Daily 15%

4.	Assists in assigning and maintaining work orders in the Facilities work order system to include requesting repairs completed by T&M contractors; track progress, review invoicing for accurate contract requirements, pricing and documentation.	Monthly 15%
5.	Creates, maintains and tracks contracts for annual Time and Material (T&M) projects, special projects and LTFM projects. Reviews, tracks and codes and processes invoices for all projects.	Weekly 15%
6.	Independently drafts financial, statistical and narrative reports or other documents as required and provides administrative support by researching questions, obtaining information, coordinating and disseminating information and following up on the progress and status of projects.	Weekly 5%
7.	Manages various budgets, prepares and monitors leases, contracts and agreements; processes related requisitions and payments.	Daily 5%
8.	Prepare and submit all state required documents for the Long-Term Facilities Maintenance Ten-Year Plan (LTFM) for both deferred maintenance and Health and Safety budgets annually. Report and reconcile LTFM Deferred Maintenance and Health and Safety expenditures to Minnesota Department of Education.	Daily 5%
9.	Utilizes advanced software skills to prepare correspondence, complex reports, tables and forms; prepares, maintains and provides statistical information; writes memos, correspondence and reports.	Daily 5%
10.	Performs other duties of a comparable level or type.	As required.

Minimum Qualifications: (necessary qualifications to gain entry into the job not preferred or desirable qualifications)

1. Requires a minimum of a 4-year Bachelor degree in Accounting or related field OR an equivalent combination of technical training and experience in accounting in lieu of a Bachelor's degree.

DULUTH PUBLIC SCHOOLS

CLASSIFICATION DESCRIPTION

TITLE: Facilities Business Manager

2. A working knowledge of accounting systems and databases.
3. Extensive experience with Microsoft Office products.
4. Demonstrated interpersonal skills including customer service.
5. Must be comfortable working in a team environment

Certification or Licensing Requirements (prior to job entry):

None

Knowledge Requirements:

Requires knowledge of:

- Accounting, auditing, budgeting and generally-accepted accounting principles and procedures.
- Understanding of balance sheet and income statement accounts.
- Payroll processing, as well as knowledge of how pay flows through the general ledger processes regarding deductions, contributions and salaries.
- Financial statement preparation, as well as Uniform Financial Accounting Reporting System (UFARS) reporting.
- Construction related standard forms of agreement and related general conditions
- Familiarity with school district accounting policies and procedures.
- Computer applications, especially as applied to general ledger reporting and journal entry preparation. Knowledge of specific computer software, such as the Skyward software, the MS-Office Suite, including Excel and Word.

Skill Requirements:

Skilled in:

- Supervision, especially in dealing with employee-related concerns and conflicts. Ability to solve problems presented in a professional manner.
- Ability to work independently and plan the work of others.
- Ability to effectively analyze and solve a variety of problems in a faced paced environment; multitask.
- Ability to work under pressure and meet assigned deadlines.

DULUTH PUBLIC SCHOOLS

CLASSIFICATION DESCRIPTION

TITLE: Facilities Business Manager

- Ability to resolve complex accounting issues, which arise on a daily basis.
- Interpreting, explaining and applying written and oral instructions, procedures and regulations.
- Communication skills, both orally and in writing.
- Determining priorities in the handling of unique and/or complex problems.
- Promoting public relations and dealing tactfully and diplomatically with staff, students and the public.
- Maintaining confidentiality with highly sensitive information, issues and situations.

Physical Requirements: Indicate according to the requirements of the essential duties/responsibilities

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

General Environmental Conditions:

Work is performed under normal office conditions and there are minimal environmental risks or disagreeable conditions associated with the work.

The typical noise level is considered to be moderate.

General Physical Conditions:

Work can be generally characterized as:

Sedentary Work: Exerting up to 10 pounds of force occasionally and/or a negligible amount of force

DULUTH PUBLIC SCHOOLS

CLASSIFICATION DESCRIPTION

TITLE: Facilities Business Manager

frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body.

Vision Requirements: Check box if relevant	Yes	No
No special vision requirements	√	
Close Vision (20 in. of less)		
Distance Vision (20 ft. of more)		
Color Vision		
Depth Perception		
Peripheral Vision		

Job Classification History:
Classification reviewed and revised by DJS 8-2022

Policy Committee Meeting
Duluth Public Schools, ISD 709
Agenda
Thursday, August 4, 2022
United Health Group (UHG)
4316 Rice Lake Rd
Suite 108
Duluth, MN 55811
3:30 PM

1. **AGENDA ITEMS**
2. **POLICIES FOR FIRST READING - None**
3. **POLICIES FOR SECOND READING**
   - A. Policy 208 - Development, Adoption, and Implementation of Policies 2
   - B. Policy 209 - Code of Ethics 4
4. **POLICIES FOR IMMEDIATE ADOPTION**
   - A. Policy 210 - Conflict of Interest - School Board Members (*Replacing Policy 8045)* 7
   - B. Policy 416 - Drug and Alcohol Testing (*Replacing policies 4035 & 4050)* 14
   - C. Policy 418 - Drug-Free Workplace/Drug-Free School *(Replacing Policy 4036)* 64
   - D. Policy 524 - Internet Acceptable Use and Safety Policy *(Replacing Policy 3187)* 75
5. **POLICIES FOR REVIEW**
   - A. Policy 404 - Employment Background Checks 99
6. **REGULATIONS - Informational**
   - A. 524R Internet Regulations *(Replacing 3187R - renumbering only)* 102
7. **OTHER**

208 DEVELOPMENT, ADOPTION, AND IMPLEMENTATION OF POLICIES

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEVELOPMENT OF POLICY

A. The school board has jurisdiction to legislate policy with the force and effect of law for the school district. School district policy provides the school board's general direction for the school district while delegating policy implementation to the administration.

B. The school district's policies provide guidelines and goals to the school community. The policies are the basis for guidelines and directives created by the administration. The school board shall determine the effectiveness of policies by evaluating periodic reports from the administration.

C. Policies may be proposed by a school board member, employee, student, or resident of the school district. Proposed policies or ideas shall be submitted to the superintendent for review prior to possible placement on the school board agenda.

IV. ADOPTION AND REVIEW OF POLICY

A. The school board shall give notice of proposed policy changes or adoption of new policies by placing the item on the agenda of two school board meetings. The proposals shall be distributed and public comment will be allowed at both meetings.

B. The final action taken to adopt the proposed policy shall be approved by a simple majority vote of the school board at a meeting after the two meetings at which public input was received. The policy will be effective on the latter of the date of passage or the date stated in the motion.

C. In an emergency, a new or modified policy may be adopted by a majority vote of a quorum of the school board in a single meeting. A statement regarding the emergency and the need for immediate adoption of the policy shall be included in the minutes. The policy adopted in an emergency shall expire within one year following the emergency action unless the policy adoption procedure stated above is followed and the policy is reaffirmed. The school board shall have discretion to determine what constitutes an emergency.

D. If a policy is modified with minor changes that do not affect the substance of the policy or because of a legal change over which the school board has no control, the modified policy may be approved at one meeting at the discretion of the school board.

V. IMPLEMENTATION OF AND ACCESS TO POLICY

A. The superintendent shall be responsible for implementing school board policies, other than the policies that cover how the school board will operate. The superintendent shall develop administrative guidelines and directives to provide greater specificity and consistency in the process of implementation. These guidelines and directives, including employee and student handbooks, shall be subject to annual review and approval by the school board.

B. Each school board member shall have access to school district policies. A copy of the school district policies shall be placed in the office of each school attendance center and in the central school district office and shall be available for reference purposes to other interested persons.

C. The superintendent, employees designated by the superintendent, and individual school board members shall be responsible for keeping the policy current.

D. The school board shall review policies at least once every three years. The superintendent shall be responsible for developing a system of periodic review, addressing approximately one third of the policies annually. In addition, the school board shall review the following policies annually: 506 Student Discipline; 722 Public Data Requests; and 806 Crisis Management Policy.

E. When no school board policy exists to provide guidance on a matter, the superintendent is authorized to act appropriately under the circumstances keeping in mind the mission, educational philosophy, and financial condition of the school district. Under such circumstances, the superintendent shall advise the school board of the need for a policy and present a recommended policy to the school board for approval.

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

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

Replacing: Policies 8065, 9065
First Reading: 01-19-2016
Adopted: 02-23-2106 ISD709
Updated: 02-27-2018
First Reading: 06-07-2022
Second Reading: 08-04-2022

209 CODE OF ETHICS

I. PURPOSE

The purpose of this policy is to assist the individual school board member in understanding his or her role as part of a school board and in recognizing the contribution that each member must make to develop an effective and responsible school board.

II. GENERAL STATEMENT OF POLICY

Each school board member shall follow the code of ethics stated in this policy.

A. AS A MEMBER OF THE SCHOOL BOARD, I WILL:

1. Attend school board meetings.
2. Come to the meetings prepared for discussion of the agenda items.
3. Listen to the opinions and views of others (including, but not limited to, other school board members, administration, staff, students, and community members).
4. Vote my conscience after informed discussion, unless I abstain because a conflict of interest exists.
5. Support the decision of the school board, even if my position concerning the issue was different.
6. Recognize the integrity of my predecessors and associates and appreciate their work.
7. Be primarily motivated by a desire to provide the best possible education for the students of my school district.
8. Inform myself about the proper duties and functions of a school board member.

B. IN PERFORMING THE PROPER FUNCTIONS OF A SCHOOL BOARD MEMBER, I WILL:

1. Focus on education policy as much as possible.
2. Remember my responsibility is to set policy – not to implement policy.
3. Consider myself a trustee of public education and do my best to protect, conserve, and advance its progress.
4. Recognize that my responsibility, exercised through the actions of the school board as a whole, is to see that the schools are properly run – not to run them myself.
5. Work through the superintendent – not over or around the superintendent.
6. Delegate the implementation of school board decisions to the superintendent.

C. TO MAINTAIN RELATIONS WITH OTHER MEMBERS OF THE SCHOOL BOARD, I WILL:

1. Respect the rights of others to have and express opinions.

2. Recognize that authority rests with the school board in legal session – not with the individual members of the school board except as authorized by law.

3. Make no disparaging remarks, in or out of school board meetings, about other members of the school board or their opinions.

4. Keep an open mind about how I will vote on any proposition until the board has met and fully discussed the issue.

5. Make decisions by voting in school board meetings after all sides of debatable questions have been presented.

6. Insist that committees be appointed to serve only in an advisory capacity to the school board.

D. IN MEETING MY RESPONSIBILITIES TO MY COMMUNITY, I WILL:

1. Attempt to appraise and plan for both the present and future educational needs of the school district and community.

2. Attempt to obtain adequate financial support for the school district's programs.

3. Insist that business transactions of the school district be ethical and open.

4. Strive to uphold my responsibilities and accountability to the taxpayers in my school district.

E. IN WORKING WITH THE SUPERINTENDENT OF SCHOOLS AND STAFF, I WILL:

1. Hold the superintendent responsible for the administration of the school district.

2. Give the superintendent authority commensurate with his or her responsibilities.

3. Assure that the school district will be administered by the best professional personnel available.

4. Consider the recommendation of the superintendent in hiring all employees.

5. Participate in school board action after considering the recommendation of the superintendent and only after the superintendent has furnished adequate information supporting the recommendation.

6. Insist the superintendent keep the school board adequately informed at all times.

7. Offer the superintendent counsel and advice.

8. Recognize the status of the superintendent as the chief executive officer and a non-voting, ex officio member of the school board.

9. Refer all complaints to the proper administrative officer or insist that they be presented in writing to the whole school board for proper referral according to the chain of command.

10. Present any personal criticisms of employees to the superintendent.

11. Provide support for the superintendent and employees of the school district so they may perform their proper functions on a professional level.

F. IN FULFILLING MY LEGAL OBLIGATIONS AS A SCHOOL BOARD MEMBER, I WILL:

1. Comply with all federal, state, and local laws relating to my work as a school board member.

2. Comply with all school district policies as adopted by the school board.

3. Abide by all rules and regulations as promulgated by the Minnesota Department of Education and other state and federal agencies with jurisdiction over school districts.

4. Recognize that school district business may be legally transacted only in an open meeting of the school board.

5. Avoid conflicts of interest and refrain from using my school board position for personal gain.

6. Take no private action that will compromise the school board or administration.

7. Guard the confidentiality of information that is protected under applicable law.

Legal References: Minn. Stat. § 123B.02, Subd. 1 (General Powers of Independent School Districts)
Minn. Stat. § 123B.09 (Boards of Independent School Districts)
Minn. Stat. § 123B.143, Subd. 1 (Superintendent)

Cross References: None

Replacing: Policy 8050
First Reading: 06-16-2015
Adopted: 07-21-2015
04-19-2016 ISD 709 (Renumbered only)
Updated: 02-27-2018
First Reading: 06-07-2022
Second Reading: 08-04-2022

210 CONFLICT OF INTEREST – SCHOOL BOARD MEMBERS

I. PURPOSE

The purpose of this policy is to observe state statutes regarding conflicts of interest and to engage in school district business activities in a fashion designed to avoid any conflict of interest or the appearance of impropriety.

II. GENERAL STATEMENT OF POLICY

It is the policy of the school board to contract for goods and services in conformance with statutory conflict of interest laws and in a manner that will avoid any conflict of interest or the appearance thereof. Accordingly, the school board will contract under the statutory exception provisions only when it is clearly in the best interest of the school district because of limitations that may exist on goods or services otherwise available to the school district.

III. GENERAL PROHIBITIONS AND RECOGNIZED STATUTORY EXCEPTIONS

A. A school board member who is authorized to take part in any manner in making any sale, lease, or contract in his or her official capacity shall not voluntarily have a personal financial interest in that sale, lease, or contract or personally benefit financially therefrom.

B. In the following circumstances, however, the school board may as an exception, by unanimous vote, contract for goods or services with a school board member of the school district:

1. In the designation of a bank or savings association, in which a school board member is interested, as an authorized depository for school district funds and as a source of borrowing, provided such deposited funds are protected in accordance with Minnesota Statutes chapter 118A. Any school board member having said interest shall disclose that interest and the interest shall be entered upon the school board minutes. Disclosure shall be made when such bank or savings association is first designated as a depository or source of borrowing, or when such school board member is elected, whichever is later. Disclosure serves as notice of the interest and need only be made once;

2. The designation of an official newspaper, or publication of official matters therein, in which the school board member is interested when it is the only newspaper complying with statutory requirements relating to the designation or publication;

3. A contract with a cooperative association of which the school board member is a shareholder or stockholder but not an officer or manager;

4. A contract for which competitive bids are not required by law. A contract made under this exception will be void unless the following procedures are observed:

   a. The school board shall authorize the contract in advance of its performance by adopting a resolution setting out the essential facts and determining that the contract price is as low as or lower than the price at which the goods or services could be obtained elsewhere.

   b. In the case of an emergency when the contract cannot be authorized in

advance, payment of the claims must be authorized by a like resolution wherein the facts of the emergency are also stated.

c. Before a claim is paid, the interested school board member shall file with the clerk of the school board an affidavit stating:

(1) The name of the school board member and the office held;

(2) An itemization of the goods or services furnished;

(3) The contract price;

(4) The reasonable value;

(5) The interest of the school board member in the contract; and

(6) That to the best of the school board member's knowledge and belief, the contract price is as low as, or lower than, the price at which the goods or services could be obtained from other sources.

5. A school board member may contract with the school district to provide construction materials or services, or both, when the sealed bid process is used. When the contract comes before the school board for consideration, the interested school board member may not vote on the contract. (***Note****: This section applies only when the school district has a population of 1,000 or less according to the last federal census*.)

6. A school board member may rent space in a public facility at a rate commensurate with that paid by other members of the public.

C. In the following circumstances, the school board may as an exception, by majority vote at a meeting at which all school board members are present, contract for services with a school board member of the school district: A school board member may be newly employed or may continue to be employed by the school district as an employee only if there is a reasonable expectation on July 1, or at the time the contract is entered into or extended, that the amount to be earned by that school board member under that contract or employment relationship, will not exceed $20,000 in that fiscal year. If the school board member does not receive majority approval to be initially employed or to continue in employment at a meeting at which all school board members are present, that employment is immediately terminated and that school board member has no further rights to employment while serving as a school board member in the school district.

D. The school board may contract with a class of school district employees, such as teachers or custodians, when the spouse of a school board member is a member of the class of employees contracting with the school board and the employee spouse receives no special monetary or other benefit that is substantially different from the benefits that other members of the class receive under the employment contract. For the school board to invoke this exception, it must have a majority of disinterested school board members vote to approve the contract, direct the school board member spouse to abstain from voting to approve the contract, and publicly set out the essential facts of the contract at the meeting in which the contract is approved.

IV. LIMITATIONS ON RELATED EMPLOYEES

A. The school board must hire or dismiss teachers only at duly called meetings. When a husband and wife, brother and sister, or two brothers or sisters, constitute a quorum, no contract employing a teacher may be made or authorized except upon the unanimous vote of the full school board.

B. The school board may not employ any teacher related by blood or marriage to a school board member, within the fourth degree as computed by the civil law, except by a unanimous vote of the full school board.

V. CONFLICTS PRIOR TO TAKING OFFICE

A school board member with personal financial interest in a sale, lease, or contract with the school district which was entered before the school board member took office and presents an actual or potential conflict of interest, shall immediately notify the school board of such interest. It shall thereafter be the responsibility of the school board member to refrain from participating in any action relating to the sale, lease, or contract. At the time of renewal of any such sale, lease, or contract, the school board may enter into or renew such sale, lease, or contract only if it falls within one of the enumerated exceptions for contracts relating to goods or services provided above and if the procedures provided in this policy are followed.

VI. DETERMINATION AS TO WHETHER A CONFLICT OF INTEREST EXISTS

The determination as to whether a conflict of interest exists is to be made by the school board. Any school board member who has an actual or potential conflict shall notify the school board of such conflict immediately. The school board member shall thereafter cooperate with the school board as necessary for the school board to make its determination.

Legal References: Minn. Stat. § 122A.40, Subd. 3 (Employment; Contracts; Termination)
Minn. Stat. § 123B.195 (Board Member's Right to Employment)
Minn. Stat. § 471.87 (Public Officers, Interest in Contract; Penalty)
Minn. Stat. § 471.88, Subds. 2, 3, 4, 5, 12, 13, and 21 (Exceptions)
Minn. Stat. § 471.89 (Contract, When Void)
Op. Atty. Gen. 437-A-4, March 15, 1935
Op. Atty. Gen. 90-C-5, July 30, 1940
Op. Atty. Gen. 90-A, August 14, 1957

Cross References: MSBA/MASA Model Policy 101 (Legal Status of the School Board)
MSBA/MASA Model Policy 209 (Code of Ethics)

Replacing: Policy 8045

Adopted: _____ *MSBA/MASA Model Policy 210*
Orig. 1995
Revised: _____ *Rev. 2022*

210 CONFLICT OF INTEREST – SCHOOL BOARD MEMBERS

[Note: The provisions of this policy substantially reflect legal requirements.]

I. PURPOSE

The purpose of this policy is to observe state statutes regarding conflicts of interest and to engage in school district business activities in a fashion designed to avoid any conflict of interest or the appearance of impropriety.

II. GENERAL STATEMENT OF POLICY

It is the policy of the school board to contract for goods and services in conformance with statutory conflict of interest laws and in a manner that will avoid any conflict of interest or the appearance thereof. Accordingly, the school board will contract under the statutory exception provisions only when it is clearly in the best interest of the school district because of limitations that may exist on goods or services otherwise available to the school district.

III. GENERAL PROHIBITIONS AND RECOGNIZED STATUTORY EXCEPTIONS

A. A school board member who is authorized to take part in any manner in making any sale, lease, or contract in his or her official capacity shall not voluntarily have a personal financial interest in that sale, lease, or contract or personally benefit financially therefrom.

B. In the following circumstances, however, the school board may as an exception, by unanimous vote, contract for goods or services with a school board member of the school district:

1. In the designation of a bank or savings association, in which a school board member is interested, as an authorized depository for school district funds and as a source of borrowing, provided such deposited funds are protected in accordance with Minnesota Statutes chapter 118A. Any school board member having said interest shall disclose that interest and the interest shall be entered upon the school board minutes. Disclosure shall be made when such bank or savings association is first designated as a depository or source of borrowing, or when such school board member is elected, whichever is later. Disclosure serves as notice of the interest and need only be made once;

2. The designation of an official newspaper, or publication of official matters therein, in which the school board member is interested when it is the only newspaper complying with statutory requirements relating to the designation or publication;

3. A contract with a cooperative association of which the school board member is a shareholder or stockholder but not an officer or manager;

4. A contract for which competitive bids are not required by law. A contract made under this exception will be void unless the following procedures are observed:

a. The school board shall authorize the contract in advance of its performance by adopting a resolution setting out the essential facts and determining that the contract price is as low as or lower than the price at which the goods or services could be obtained elsewhere.

b. In the case of an emergency when the contract cannot be authorized in advance, payment of the claims must be authorized by a like resolution wherein the facts of the emergency are also stated.

c. Before a claim is paid, the interested school board member shall file with the clerk of the school board an affidavit stating:

(1) The name of the school board member and the office held;

(2) An itemization of the goods or services furnished;

(3) The contract price;

(4) The reasonable value;

(5) The interest of the school board member in the contract; and

(6) That to the best of the school board member's knowledge and belief, the contract price is as low as, or lower than, the price at which the goods or services could be obtained from other sources.

5. A school board member may contract with the school district to provide construction materials or services, or both, when the sealed bid process is used. When the contract comes before the school board for consideration, the interested school board member may not vote on the contract. (***Note****: This section applies only when the school district has a population of 1,000 or less according to the last federal census*.)

6. A school board member may rent space in a public facility at a rate commensurate with that paid by other members of the public.

C. In the following circumstances, the school board may as an exception, by majority vote at a meeting at which all school board members are present, contract for services with a school board member of the school district: A school board member may be newly employed or may continue to be employed by the school district as an employee only if there is a reasonable expectation on July 1, or at the time the contract is entered into or extended, that the amount to be earned by that school board member under that contract or employment relationship, will not exceed $20,000 in that fiscal year. If the school board member does not receive majority approval to be initially employed or to continue in employment at a meeting at which all school board members are present, that employment is immediately terminated and that school board member has no further rights to employment while serving as a school board member in the school district.

[Note: The $8,000 figure increased to $20,000 effective July 1, 2022]

D. The school board may contract with a class of school district employees, such as teachers or custodians, when the spouse of a school board member is a member of the class of employees contracting with the school board and the employee spouse receives

no special monetary or other benefit that is substantially different from the benefits that other members of the class receive under the employment contract. For the school board to invoke this exception, it must have a majority of disinterested school board members vote to approve the contract, direct the school board member spouse to abstain from voting to approve the contract, and publicly set out the essential facts of the contract at the meeting in which the contract is approved.

IV. LIMITATIONS ON RELATED EMPLOYEES

A. The school board must hire or dismiss teachers only at duly called meetings. When a husband and wife, brother and sister, or two brothers or sisters, constitute a quorum, no contract employing a teacher may be made or authorized except upon the unanimous vote of the full school board.

B. The school board may not employ any teacher related by blood or marriage to a school board member, within the fourth degree as computed by the civil law, except by a unanimous vote of the full school board.

V. CONFLICTS PRIOR TO TAKING OFFICE

A school board member with personal financial interest in a sale, lease, or contract with the school district which was entered before the school board member took office and presents an actual or potential conflict of interest, shall immediately notify the school board of such interest. It shall thereafter be the responsibility of the school board member to refrain from participating in any action relating to the sale, lease, or contract. At the time of renewal of any such sale, lease, or contract, the school board may enter into or renew such sale, lease, or contract only if it falls within one of the enumerated exceptions for contracts relating to goods or services provided above and if the procedures provided in this policy are followed.

VI. DETERMINATION AS TO WHETHER A CONFLICT OF INTEREST EXISTS

The determination as to whether a conflict of interest exists is to be made by the school board. Any school board member who has an actual or potential conflict shall notify the school board of such conflict immediately. The school board member shall thereafter cooperate with the school board as necessary for the school board to make its determination.

Legal References:
Minn. Stat. § 122A.40, Subd. 3 (Employment; Contracts; Termination)
Minn. Stat. § 123B.195 (Board Member's Right to Employment)
Minn. Stat. § 471.87 (Public Officers, Interest in Contract; Penalty)
Minn. Stat. § 471.88, Subds. 2, 3, 4, 5, 12, 13, and 21 (Exceptions)
Minn. Stat. § 471.89 (Contract, When Void)
Op. Atty. Gen. 437-A-4, March 15, 1935
Op. Atty. Gen. 90-C-5, July 30, 1940
Op. Atty. Gen. 90-A, August 14, 1957

Cross References:
MSBA/MASA Model Policy 101 (Legal Status of the School Board)
MSBA/MASA Model Policy 209 (Code of Ethics)

~~8045 CONFLICT OF INTEREST~~

~~A School Board member shall not have any direct pecuniary interest in a contract with the School District, nor shall he/she furnish directly any labor, equipment, services, or supplies to the School District except those services for which the member is paid a uniform stipend or for services provided to the School District directly related to specifically assigned School Board duties for which a specific rate of reimbursement has been determined.~~

~~In the event a School Board member is employed by a corporation or business or has a secondary interest in a corporation or business which furnishes goods or services to the School District, the School Board member shall declare his/her interest and refrain from debating or voting upon the question of contract with the company.~~

~~It is not the intent of this policy to prevent the School District from contracting with corporations or businesses because a School Board member is an employee of the firm. The policy is designed to prevent placing a School Board member in a position where his/her interest in the School District and his/her interest in his/her place of employment (or other indirect interest) might conflict and to avoid appearances of conflict of interest even though such conflict may not exist.~~

~~Should a School Board member hold a proprietary interest in a company which is the sole official supplier of selected equipment or material that is geographically located within the School District, the administrative staff shall report to the School Board prior to making individual or cumulative purchases from that company in excess of $5,000.00 in any fiscal year.~~

~~References: MSA 127.15~~
~~MSA 471.87-471.89~~

~~Adopted: 06-09-1970 ISD 709~~
~~Revised: 04-12-1977~~
~~08-10-1982~~
~~06-20-1995 ISD 709~~

416 DRUG AND ALCOHOL TESTING

I. PURPOSE

A. The school board recognizes the significant problems created by drug and alcohol use in society in general, and the public schools in particular. The school board further recognizes the important contribution that the public schools have in shaping the youth of today into the adults of tomorrow.

B. The school board believes that a work environment free of drug and alcohol use will be not only safer, healthier, and more productive but also more conducive to effective learning. To provide such an environment, the purpose of this policy is to provide authority so that the school board may require all employees and/or job applicants to submit to drug and alcohol testing in accordance with the provisions of this policy and as provided in federal law and Minnesota Statutes, sections 181.950-181.957.

II. GENERAL STATEMENT OF POLICY

A. All school district employees and job applicants whose positions require a commercial driver's license will be required to undergo drug and alcohol testing in accordance with federal law and the applicable provisions of this policy. The school district also may request or require that drivers submit to drug and alcohol testing in accordance with the provisions of this policy and as provided in Minnesota Statutes, sections 181.950-181.957.

B. The school district may request or require that any school district employee or job applicant, other than an employee or applicant whose position requires a commercial driver's license, submit to drug and alcohol testing in accordance with the provisions of this policy and as provided in Minnesota Statutes, sections 181.950-181.957.

C. The use, possession, sale, purchase, transfer, or dispensing of any drugs not medically prescribed, including medical cannabis, whether or not it has been prescribed for the employee, is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of drugs that are not medically prescribed, including medical cannabis, whether or not it has been prescribed for the employee, is also prohibited throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school district property. Employees under the influence of drugs that are not medically prescribed are prohibited from entering or remaining on school district property.

D. The use, possession, sale, purchase, transfer, or dispensing of alcohol is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of alcohol is also prohibited throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school district property. Employees under the influence of alcohol are prohibited from entering or remaining on school district property.

E. Any employee who violates this section shall be subject to discipline that includes, but is not limited to, immediate suspension without pay and immediate discharge.

III. FEDERALLY MANDATED DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS

A. General Statement of Policy

All persons subject to commercial driver's license requirements shall be tested for alcohol, marijuana (including medical cannabis), cocaine, amphetamines, opiates (including heroin), and phencyclidine (PCP), pursuant to federal law. Drivers who test positive for alcohol or drugs shall be subject to disciplinary action, which may include termination of employment.

B. Definitions

1. "Actual Knowledge" means actual knowledge by the school district that a driver has used alcohol or controlled substances based on: (a) direct observation of the employee's use (not observation of behavior sufficient to warrant reasonable suspicion testing); (b) information provided by a previous employer; (c) a traffic citation; or (d) an employee's admission, except when made in connection with a qualified employee self-admission program.

2. "Alcohol Screening Device" (ASD) means a breath or saliva device, other than an Evidential Breath Testing Device (EBT), that is approved by the National Highway Traffic Safety Administration and placed on its Conforming Products List for such devices.

3. "Breath Alcohol Technician" (BAT) means an individual who instructs and assists individuals in the alcohol testing process and who operates the EBT.

4. "Commercial Motor Vehicle" (CMV) includes a vehicle that is designed to transport 16 or more passengers, including the driver.

5. "Designated Employer Representative" (DER) means an employee authorized by the school district to take immediate action to remove employees from safety-sensitive duties, or cause employees to be removed from these covered duties, and to make required decisions in the testing and evaluation process. The DER receives test results and other communications for the school district.

6. "Department of Transportation" (DOT) means United States Department of Transportation.

7. "Direct Observation" means observation of alcohol or controlled substances use and does not include observation of employee behavior or physical characteristics sufficient to warrant reasonable suspicion testing.

8. "Driver" is any person who operates a CMV, including full-time, regularly employed drivers, casual, intermittent, or occasional drivers, leased drivers, and independent owner-operator contractors.

9. "Evidential Breath Testing Device" (EBT) means a device approved by the National Highway Traffic Safety Administration for the evidentiary testing of breath for alcohol concentration and placed on its Conforming Products List for such devices.

10. "Licensed Medical Practitioner" means a person who is licensed, certified, and/or registered, in accordance with applicable Federal, State, local, or foreign laws

and regulations, to prescribe controlled substances and other drugs.

11. "Medical Review Officer" (MRO) means a licensed physician responsible for receiving and reviewing laboratory results generated by the school district's drug testing program and for evaluating medical explanations for certain drug tests.

12. "Refusal to Submit" (to an alcohol or controlled substances test) means that a driver: (a) fails to appear for any test within a reasonable time, as determined by the school district, consistent with applicable DOT regulations, after being directed to do so; (b) fails to remain at the testing site until the testing process is complete; (c) fails to provide a urine specimen or an adequate amount of saliva or breath for any DOT drug or alcohol test; (d) fails to permit the observation or monitoring of the driver's provision of a specimen in the case of a directly observed or monitored collection in a drug test; (e) fails to provide a sufficient breath specimen or sufficient amount of urine when directed and a determination has been made that no adequate medical explanation for the failure exists; (f) fails or declines to take an additional test as directed by the school district or the collector; (g) fails to undergo a medical examination or evaluation, as directed by the MRO or the DER; (h) fails to cooperate with any part of the testing process (e.g., refuses to empty pockets when so directed by the collector, behaves in a confrontational way that disrupts the collection process, fails to wash hands after being directed to do so by the collector, fails to sign the certification on the forms); (i) fails to follow the observer's instructions, in an observed collection, to raise the driver's clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if the driver has any type of prosthetic or other device that could be used to interfere with the collection process; (j) possesses or wears a prosthetic or other device that could be used to interfere with the collection process; (k) admits to the collector or MRO that the driver adulterated or substituted the specimen; or (l) is reported by the MRO as having a verified adulterated or substituted test result. An applicant who fails to appear for a pre-employment test, who leaves the testing site before the pre-employment testing process commences, or who does not provide a urine specimen because he or she has left before it commences is not deemed to have refused to submit to testing.

13. "Safety-Sensitive Functions" are on-duty functions from the time the driver begins work or is required to be in readiness to work until relieved from work and all responsibility for performing work, and include such functions as driving, loading and unloading vehicles, or supervising or assisting in the loading or unloading of vehicles, servicing, repairing, obtaining assistance to repair, or remaining in attendance during the repair of a disabled vehicle.

14. "Screening Test Technician" (STT) means anyone who instructs and assists individuals in the alcohol testing process and operates an ASD.

15. "Stand Down" means the practice of temporarily removing an employee from performing safety-sensitive functions based only upon a laboratory report to the MRO of a confirmed positive test for a drug or drug metabolite, an adulterated test, or a substituted test before the MRO completes the verification process.

16. "Substance Abuse Professional" (SAP) means a qualified person who evaluates employees who have violated a DOT drug and alcohol regulation and makes

recommendations concerning education, treatment, follow-up testing, and aftercare.

C. Policy and Educational Materials

1. The school district shall provide a copy of this policy and procedures to each driver prior to the start of its alcohol and drug testing program and to each driver subsequently hired or transferred into a position requiring driving of a CMV.

2. The school district shall provide to each driver information required under Title 49 of the Code of Federal Regulations, including information concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol or controlled substance problem (the driver's or a coworker's); and available methods of intervening when an alcohol or controlled substance problem is suspected, including confrontation, referral to an employee assistance program, and/or referral to management.

3. The school district shall provide written notice to representatives of employee organizations that the information described above is available.

4. The school district shall require each driver to sign a statement certifying that the driver received a copy of the policy and materials. This statement should be in the form of Attachment A to this policy. The school district will maintain the original signed certificate and will provide a copy to the driver if the driver so requests.

D. Alcohol and Controlled Substances Testing Program Manager

1. The program manager will coordinate the implementation, direction, and administration of the alcohol and controlled substances testing policy for bus drivers. The program manager is the principal contact for the collection site, the testing laboratory, the MRO, the BAT, the SAP, and the person submitting to the test. Employee questions concerning this policy shall be directed to the program manager.

2. The school district shall designate a program manager and provide written notice of the designation to each driver along with this policy.

E. Specific Prohibitions for Drivers

1. Alcohol Concentration. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater. Drivers who test greater than 0.04 will be taken out of service and will be subject to evaluation by a professional and retesting at the driver's expense.

2. Alcohol Possession. No driver shall be on duty or operate a CMV while the driver possesses alcohol.

3. On-Duty Use. No driver shall use alcohol while performing safety-sensitive functions.

4. Pre-Duty Use. No driver shall perform safety-sensitive functions within four (4) hours after using alcohol.

5. Use Following an Accident. No driver required to take a post-accident test shall use alcohol for eight (8) hours following the accident, or until the driver undergoes a post-accident alcohol test, whichever occurs first.

6. Refusal to Submit to a Required Test. No driver shall refuse to submit to an alcohol or controlled substances test required by post-accident, random, reasonable suspicion, return-to-duty, or follow-up testing requirements. A verified adulterated or substituted drug test shall be considered a refusal to test.

7. Use of Controlled Substances. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to instructions (which have been presented to the school district) from a licensed medical practitioner who is familiar with the driver's medical history and has advised the driver that the substance does not adversely affect the driver's ability to safely operate a CMV. Controlled substance includes medical cannabis, regardless of whether the driver is enrolled in the state registry program.

8. Positive, Adulterated, or Substituted Test for Controlled Substance. No driver shall report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive for controlled substances, including medical cannabis, or has adulterated or substituted a test specimen for controlled substances.

9. General Prohibition. Drivers are also subject to the general policies and procedures of the school district that prohibit possession, transfer, sale, exchange, reporting to work under the influence of drugs or alcohol, and consumption of drugs or alcohol while at work or while on school district premises or operating any school district vehicle, machinery, or equipment.

F. Other Alcohol-Related Conduct

No driver found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall perform safety-sensitive functions for at least twenty-four (24) hours following administration of the test. The school district will not take any action under this policy other than removal from safety-sensitive functions based solely on test results showing an alcohol concentration of less than 0.04 but may take action otherwise consistent with law and the policies of the school district.

G. Prescription Drugs/Cannabinoid Products

A driver shall inform the driver's supervisor if at any time the driver is using a controlled substance pursuant to a physician's prescription. The physician's instructions shall be presented to the school district upon request. Use of a prescription drug shall be allowed if the physician has advised the driver that the prescribed drug will not adversely affect the driver's ability to safely operate a CMV. Use of medical cannabis is prohibited notwithstanding the driver's enrollment in the patient registry. Use of nonintoxicating cannabinoids or edible cannabinoid products is not a legitimate medical explanation for a confirmed positive test result for marijuana. MROs will verify a drug test confirmed as positive, even if a driver claims to have only used nonintoxicating cannabinoids or

edible cannabinoid product.

H. Testing Requirements

1. Pre-Employment Testing

a. A driver applicant shall undergo testing for [alcohol and] controlled substances, including medical cannabis, before the first time the driver performs safety-sensitive functions for the school district.

b. Tests shall be conducted only after the applicant has received a conditional offer of employment.

c. To be hired, the applicant must test negative and must sign an agreement in the form of Attachment B to this policy, authorizing former employers to release to the school district all information on the applicant's alcohol tests with results of blood alcohol concentration of 0.04 or higher, or verified positive results for controlled substances, including medical cannabis, or refusals to be tested (including verified adulterated or substituted drug test results), or any other violations of DOT agency drug and alcohol testing regulations, or, if the applicant violated the testing regulations, documentation of the applicant's successful completion of DOT return-to-duty requirements (including follow-up tests), within the preceding two (2) years.

d. The applicant also must be asked whether he or she has tested positive, or refused to test, on any pre-employment drug or alcohol test administered by an employer to which the employee, during the last two (2) years, applied for, but did not obtain, safety-sensitive transportation work covered by DOT testing rules.

e. Before employing a driver subject to controlled substances and alcohol testing, the school district must conduct a full pre-employment query of the federal Commercial Driver's License (CDL) Drug and Alcohol Clearinghouse ("Clearinghouse") to obtain information about whether the driver (1) has a verified positive, adulterated, or substituted controlled substances test result; (2) has an alcohol confirmation test with a concentration of 0.04 or higher; (3) has refused to submit to a test in violation of federal law; or (4) that an employer has reported actual knowledge that the driver used alcohol on duty, before duty, or following an accident in violation of federal law or used a controlled substance in violation of federal law. The applicant must give specific written or electronic consent for the school district to conduct the Clearinghouse full query. The school district shall retain the consent for three (3) years from the date of the query.

3. Post-Accident Testing

a. As soon as practicable following an accident involving a CMV, the school district shall test the driver for alcohol and controlled substances, including medical cannabis, if the accident involved the loss of human life or if the driver receives a citation for a moving traffic violation arising from an accident which results in bodily injury or disabling damage to a

motor vehicle.

b. Drivers should be tested for alcohol use within two (2) hours and no later than eight (8) hours after the accident.

c. Drivers should be tested for controlled substances, including medical cannabis, no later than thirty-two (32) hours after the accident.

d. A driver subject to post-accident testing must remain available for testing, or shall be considered to have refused to submit to the test.

e. If a post-accident alcohol test is not administered within two (2) hours following the accident, the school district shall prepare and maintain on file a record stating the reasons the test was not promptly administered and continue to attempt to administer the alcohol test within eight (8) hours.

f. If a post-accident alcohol test is not administered within eight (8) hours following the accident or a post-accident controlled substances test is not administered within thirty-two (32) hours following the accident, the school district shall cease attempts to administer the test, and prepare and maintain on file a record stating the reasons for not administering the test.

g. The school district shall report drug and alcohol program violations to the Clearinghouse as required under federal law.

4. Random Testing

a. The school district shall conduct tests on a random basis at unannounced times throughout the year, as required by the federal regulations.

b. The school district shall test for alcohol at a minimum annual percentage rate of 10% of the average number of driver positions, and for controlled substances, including medical cannabis, at a minimum annual percentage of 50%.

c. The school district shall adopt a scientifically valid method for selecting drivers for testing, such as random number table or a computer-based random number generator that is matched with identifying numbers of the drivers. Each driver shall have an equal chance of being tested each time selections are made. Each driver selected for testing shall be tested during the selection period.

d. Random tests shall be unannounced. Dates for administering random tests shall be spread reasonably throughout the calendar year.

e. Drivers shall proceed immediately to the collection site upon notification of selection; provided, however, that if the driver is performing a safety-sensitive function, other than driving, at the time of notification, the driver shall cease to perform the function and proceed to the collection site as soon as possible.

5. Reasonable Suspicion Testing

   a. The school district shall require a driver to submit to an alcohol test and/or controlled substances, including medical cannabis, test when a supervisor or school district official, who has been trained in accordance with the regulations, has reasonable suspicion to believe that the driver has used alcohol and/or controlled substances, including medical cannabis, on duty, within four (4) hours before coming on duty, or just after the period of the work day. The test shall be done as soon as practicable following the observation of the behavior indicative of the use of controlled substances or alcohol.

   b. The reasonable suspicion determination must be based on specific, contemporaneous, articulable observations concerning the driver's appearance, behavior, speech, or body odors. The required observations for reasonable suspicion of a controlled substances violation may include indications of the chronic and withdrawal effects of controlled substances.

   c. Alcohol testing shall be administered within two (2) hours following a determination of reasonable suspicion. If it is not done within two (2) hours, the school district shall prepare and maintain a record explaining why it was not promptly administered and continue to attempt to administer the alcohol test within eight (8) hours. If an alcohol test is not administered within eight (8) hours following the determination of reasonable suspicion, the school district shall cease attempts to administer the test and state in the record the reasons for not administering the test.

   d. The supervisor or school district official who makes observations leading to a controlled substances reasonable suspicion test shall make and sign a written record of the observations within twenty-four (24) hours of the observed behavior or before the results of the drug test are released, whichever is earlier.

6. Return-To-Duty Testing. A driver found to have violated this policy shall not return to work until an SAP has determined the employee has successfully complied with prescribed education and/or treatment and until undergoing return-to-duty tests indicating an alcohol concentration of less than 0.02 and a confirmed negative result for the use of controlled substances. The school district is not required to return a driver to safety-sensitive duties because the driver has met these conditions; this is a personnel decision subject to collective bargaining agreements or other legal requirements.

7. Follow-Up Testing. When an SAP has determined that a driver is in need of assistance in resolving problems with alcohol and/or controlled substances, the driver shall be subject to unannounced follow-up testing as directed by the SAP for up to sixty (60) months after completing a treatment program.

8. Refusal to Submit and Attendant Consequences

   a. A driver or driver applicant may refuse to submit to drug and alcohol testing.

b. Refusal to submit to a required drug or alcohol test subjects the driver or driver applicant to the consequences specified in federal regulations as well as the civil and/or criminal penalty provisions of 49 United States Code section 521(b). In addition, a refusal to submit to testing establishes a presumption that the driver or driver applicant would test positive if a test were conducted and makes the driver or driver applicant subject to discipline or disqualification under this policy.

c. A driver applicant who refuses to submit to testing shall be disqualified from further consideration for the conditionally offered position.

d. An employee who refuses to submit to testing shall not be permitted to perform safety-sensitive functions and will be considered insubordinate and subject to disciplinary action, up to and including dismissal. If an employee is offered an opportunity to return to a DOT safety-sensitive duty, the employee will be evaluated by an SAP and must submit to a return-to-duty test prior to being considered for reassignment to safety-sensitive functions.

e. Drivers or driver applicants who refuse to submit to required testing will be required to sign Attachment C to this policy.

I. Testing Procedures

1. Drug Testing

a. Drug testing is conducted by analyzing a donor's urine specimen. Split urine samples will be collected in accordance with federal regulations. The donor will provide a urine sample at a designated collection site. The collection site personnel will then pour the sample into two sample bottles, labeled "primary" and "split," seal the specimen bottles, complete the chain of custody form, and prepare the specimen bottles for shipment to the testing laboratory for analysis. The specimen preparation shall be conducted in sight of the donor.

b. If the donor is unable to provide the appropriate quantity of urine, the collection site person shall instruct the individual to drink up to forty (40) ounces of fluid distributed reasonably through a period of up to three (3) hours to attempt to provide a sample. If the individual is still unable to provide a complete sample, the test shall be discontinued and the school district notified. The DER shall refer the donor for a medical evaluation to determine if the donor's inability to provide a specimen is genuine or constitutes a refusal to test. For pre-employment testing, the school district may elect to not have a referral made, and revoke the employment offer.

c. Drug test results are reported directly to the MRO by the testing laboratory. The MRO reports the results to the DER. If the results are negative, the school district is informed and no further action is necessary. If the test result is confirmed positive, adulterated,

substituted, or invalid, the MRO shall give the donor an opportunity to discuss the test result. The MRO will contact the donor directly, on a confidential basis, to determine whether the donor wishes to discuss the test result. The MRO shall notify each donor that the donor has seventy-two (72) hours from the time of notification in which to request a test of the split specimen at the donor's expense. No split specimen testing is done for an invalid result.

d. If the donor requests an analysis of the split specimen within seventy-two (72) hours of having been informed of a confirmed positive test, the MRO shall direct, in writing, the laboratory to provide the split specimen to another Department of Health and Human Services – SAMHSA certified laboratory for analysis. If the donor has not contacted the MRO within seventy-two (72) hours, the donor may present the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the confirmed positive test, or other circumstances unavoidably prevented the donor from timely making contact. If the MRO concludes that a legitimate explanation for the donor's failure to contact him/her within seventy-two (72) hours exists, the MRO shall direct the analysis of the split specimen. The MRO will review the confirmed positive test result to determine whether an acceptable medical reason for the positive result exists. The MRO shall confirm and report a positive test result to the DER and the employee when no legitimate medical reason for a positive test result as received from the testing laboratory exists.

e. If, after making reasonable efforts and documenting those efforts, the MRO is unable to reach the donor directly, the MRO must contact the DER who will direct the donor to contact the MRO. If the DER is unable to contact the donor, the donor will be suspended from performing safety-sensitive functions.

f. The MRO may confirm the test as a positive without having communicated directly with the donor about the test results under the following circumstances:

(1) The donor expressly declines the opportunity to discuss the test results;

(2) The donor has not contacted the MRO within seventy-two (72) hours of being instructed to do so by the DER; or

(3) The MRO and the DER, after making and documenting all reasonable efforts, have not been able to contact the donor within ten (10) days of the date the confirmed test result was received from the laboratory.

2. Alcohol Testing

a. The federal alcohol testing regulations require testing to be administered by a BAT using an EBT or an STT using an ASD. EBTs and ASDs can be used for screening tests but only EBTs can be used for confirmation tests.

b. Any test result less than 0.02 alcohol concentration is considered a "negative" test.

c. If the donor is unable to provide sufficient saliva for an ASD, the DER will immediately arrange to use an EBT. If the donor attempts and fails to provide an adequate amount of breath, the school district will direct the donor to obtain a written evaluation from a licensed physician to determine if the donor's inability to provide a breath sample is genuine or constitutes a refusal to test.

d. If the screening test results show alcohol concentration of 0.02 or higher, a confirmatory test conducted on an EBT will be required to be performed between fifteen (15) and thirty (30) minutes after the completion of the screening test.

e. Alcohol tests are reported directly to the DER.

J. Driver/Driver Applicant Rights

1. All drivers and driver applicants subject to the controlled substances testing provisions of this policy who receive a confirmed positive test result for the use of controlled substances have the right to request, at the driver's or driver applicant's expense, a confirming retest of the split urine sample. If the confirming retest is negative, no adverse action will be taken against the driver, and a driver applicant will be considered for employment.

2. The school district will not discharge a driver who, for the first time, receives a confirmed positive drug or alcohol test UNLESS:

a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with the SAP; and

b. The employee refuses to participate in the recommended program, or fails to successfully complete the program as evidenced by withdrawal before its completion or by a positive test result on a confirmatory test after completion of the program.

c. This limitation on employee discharge does not bar discharge of an employee for reasons independent of the first confirmed positive test result.

K. Testing Laboratory

The testing laboratory for controlled substances will be [***name, address, telephone number***], which is a laboratory certified by the Department of Health and Human

Services – SAMHSA to perform controlled substances testing pursuant to federal regulations.

L. Confidentiality of Test Results

All alcohol and controlled substances test results and required records of the drug and alcohol testing program are considered confidential information under federal law and private data on individuals as that phrase is defined in Minnesota Statutes, Chapter 13. Any information concerning the individual's test results and records shall not be released without written permission of the individual, except as provided for by regulation or law.

M. Recordkeeping Requirements and Retention of Records

1. The school district shall keep and maintain records in accordance with the federal regulations in a secure location with controlled access.

2. The required records shall be retained for the following minimum periods:

Basic records	5 years

"Basic records" includes records of: (a) alcohol test results with concentration of 0.02 or greater; (b) verified positive drug test results; (c) refusals to submit to required tests (including substituted or adulterated drug test results); (d) SAP reports; (e) all follow-up tests and schedules for follow-up tests; (f) calibration documentation; (g) administration of the testing programs; and (h) each annual calendar year summary.

Information obtained from previous employers	3 years
Alcohol and controlled substance collection procedures	2 years
Negative and cancelled controlled substance tests	1 year
Alcohol tests with less than 0.02 concentration	1 year
Education and training records	indefinite

"Education and training records" must be maintained while the individuals perform the functions which require training and for the two (2) years after ceasing to perform those functions.

3. Personal Information

Personal information about all individuals who undergo any required testing under this policy will be shared with the U.S. DOT Drug & Alcohol Clearinghouse ("Clearinghouse) as required under federal law, including:

a. The name of the person tested;

b. Any verified positive, adulterated, or substituted drug test result;

c. Any alcohol confirmation test with a BAC concentration of 0.04 or higher;

d. Any refusal to submit to any test required hereunder;

e. Any report by a supervisor of actual knowledge of use as follows

i. Any on-duty alcohol use;
ii. Any pre-duty alcohol use;
iii. Any alcohol use following an accident; and
iv. Any controlled substance use.

f. Any report from a substance abuse professional certifying successful completion of the return-to-work process;

g. Any negative return-to-duty test; and

h. Any employer's report of completion of follow-up testing.

N. Training

The school district shall ensure all persons designated to supervise drivers receive training. The designated employees shall receive at least sixty (60) minutes of training on alcohol misuse and at least sixty (60) minutes of training on controlled substances use. The training shall include physical, behavioral, speech, and performance indicators of probable misuse of alcohol and use of controlled substances. The training will be used by the supervisors to make determinations of reasonable suspicion.

O. Consequences of Prohibited Conduct and Enforcement

1. Removal. The school district shall remove a driver who has engaged in prohibited conduct from safety-sensitive functions. A driver shall not be permitted to return to safety-sensitive functions until and unless the return-to-duty requirements of federal DOT regulations have been completed.

2. Referral, Evaluation, and Treatment

a. A driver or driver applicant who has engaged in prohibited conduct shall be provided a listing of SAPs readily available to the driver or applicant and acceptable to the school district.

b. If the school district offers a driver an opportunity to return to a DOT safety-sensitive duty following a violation, the driver must be evaluated by an SAP and the driver is required to successfully comply with the SAP's evaluation recommendations (education, treatment, follow-up evaluation(s), and/or ongoing services). The school district is not required to provide an SAP evaluation or any subsequent recommended education or treatment.

[Note: School districts are not required to comply with state law governing drug and alcohol testing when the individuals are subject to the federal laws and regulations (i.e., bus drivers). If a school district, after consultation with legal counsel, chooses to comply voluntarily with these requirements, Subparagraph b., above, can be modified as follows:

b. The school district will offer a driver an opportunity to

return to a DOT safety-sensitive duty following an employee's first positive test result on a confirmatory test if no reasons independent of the first test result for discharge exist. Otherwise, the school district may choose, but is not required, to provide an SAP evaluation or any subsequent recommended education or treatment.]

c. Drivers are responsible for payment for SAP evaluations and services unless a collective bargaining agreement or employee benefit plan provides otherwise.

d. Drivers who engage in prohibited conduct also are required to comply with follow-up testing requirements.

3. Disciplinary Action

a. Any driver who refuses to submit to post-accident, random, reasonable suspicion, or follow-up testing not only shall not perform or continue to perform safety-sensitive functions, but also may be subject to disciplinary action, which may include immediate suspension without pay and/or immediate discharge.

b. Drivers who test positive with verification of a confirmatory test or are otherwise found to be in violation of this policy or the federal regulations shall be subject to disciplinary action, which may include immediate suspension without pay and/or immediate discharge.

c. Nothing in this policy limits or restricts the right of the school district to discipline or discharge a driver for conduct which not only constitutes prohibited conduct under this policy but also violates the school district's other rules or policies.

P. Other Testing

The school district may request or require that drivers submit to drug and alcohol testing other than that required by federal law. For example, drivers may be requested or required to undergo drug and alcohol testing on an annual basis as part of a routine physical examination. Such additional testing of drivers will be conducted only in accordance with the provisions of this policy and as provided in Minnesota Statutes, sections 181.950-181.957. For purposes of such additional, non-mandatory testing, drivers fall within the definition of "other employees" covered by Section IV. of this policy.

Q. Report to Clearinghouse

The school district shall promptly submit to the Clearinghouse any record generated of an individual who refuses to take an alcohol or controlled substance test required under Title 49, Code of Federal Regulations, tests positive for alcohol or a controlled substance in violation of federal regulations, or violates subpart B of Part 382 of Title 49, Code of Federal Regulations (or any subsequent corresponding regulations).

R. Annual Clearinghouse Query

1. The school district must conduct a query of the Clearinghouse record at least once per year for information for all employees subject to controlled substance and alcohol testing related to CMV operation to determine whether information exists in the Clearinghouse about those employees. In lieu of a full query, the school district may obtain the individual driver's consent to conduct a limited query to satisfy the annual query requirement. The limited query will tell the employer whether there is information about the driver in the Clearinghouse but will not release that information to the employer. If the limited query shows that information exists in the Clearinghouse about the driver, the school district must conduct a full query within twenty-four (24) hours or must not allow the driver to continue to perform any safety-sensitive function until the employee conducts the full query and the results confirm the driver's Clearinghouse record contains no prohibitions showing the driver has a verified positive, adulterated or substitute controlled substance test, no alcohol confirmation test with a concentration of 0.04 or higher, refuses to submit to a test, or was reported to have used alcohol on duty, before duty, following an accident or otherwise used a controlled substance in violation of the regulations except where the driver completed the SAP evaluation, referral and education/treatment process as required by the regulations. The school district shall comply with the query requirements set forth in 49 Code of Federal Regulations 382.701.

2 The school district may not access an individual's Clearinghouse record unless the school district (1) obtains the individual's prior written or electronic consent for access to the record; and (2) submits proof of the individual's consent to the Clearinghouse. The school district must retain the consent for three (3) years from the date of the last query. The school district shall retain for three (3) years a record of each request for records from the Clearinghouse and the information received pursuant to the request.

3. The school district shall protect the individual's privacy and confidentiality of each Clearinghouse record it receives. The school district shall ensure that information contained in a Clearinghouse record is not divulged to a person or entity not directly involved in assessing and evaluating whether a prohibition applies with respect to the individual to operate a CMV for the school district.

4. The school district may use an individual's Clearinghouse record only to assess and evaluate whether a prohibition applies with respect to the individual to operate a CMV for the school district.

IV. DRUG AND ALCOHOL TESTING FOR OTHER EMPLOYEES

The school district may request or require drug and alcohol testing for other school district personnel, i.e., employees who are not school bus drivers, or job applicants for such positions. The school district does not have a legal duty to request or require any employee or job applicant to undergo drug and alcohol testing as authorized in this policy, except for school bus drivers and other drivers of CMVs who are subject to federally mandated testing. (See Section III. of this policy.) If a school bus driver is requested or required to submit to drug or alcohol testing beyond that mandated by federal law, the provisions of Section IV. of this policy will be applicable to such testing.

A. Circumstances Under Which Drug or Alcohol Testing May Be Requested or Required:

1. General Limitations

   a. The school district will not request or require an employee or job applicant whose position does not require a commercial driver's license to undergo drug or alcohol testing, unless the testing is done pursuant to this drug and alcohol testing policy; and is conducted by a testing laboratory that meets one of the criteria listed in Minnesota Statutes, section 181.953, subdivision 1.

   b. The school district will not request or require an employee or job applicant whose position does not require a commercial driver's license to undergo drug and alcohol testing on an arbitrary and capricious basis.

2. Job Applicant Testing

   The school district may request or require any job applicant whose position does not require a commercial driver's license to undergo drug and alcohol testing, provided a job offer has been made to the applicant and the same test is requested or required of all job applicants conditionally offered employment for that position. If a job applicant has received a job offer that is contingent on the applicant's passing drug and alcohol testing, the school district may not withdraw the offer based on a positive test result from an initial screening test that has not been verified by a confirmatory test. In the event the job offer is subsequently withdrawn, the school district shall notify the job applicant of the reason for its action.

3. Random Testing

   The school district may request or require employees to undergo drug and alcohol testing on a random selection basis only if they are employed in safety-sensitive positions.

4. Reasonable Suspicion Testing

   The school district may request or require any employee to undergo drug and alcohol testing if the school district has a reasonable suspicion that the employee:

   a. is under the influence of drugs or alcohol;

   b. has violated the school district's written work rules prohibiting the use, possession, sale, or transfer of drugs or alcohol while the employee is working or while the employee is on the school district's premises or operating the school district's vehicles, machinery, or equipment;

   c. has sustained a personal injury, as that term is defined in Minnesota Statutes, section 176.011, subdivision 16, or has caused another employee to sustain a personal injury; or

   d. has caused a work-related accident or was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident.

5. Treatment Program Testing

The school district may request or require any employee to undergo drug and alcohol testing if the employee has been referred by the school district for chemical dependency treatment or evaluation or is participating in a chemical dependency treatment program under an employee benefit plan, in which case the employee may be requested or required to undergo drug and alcohol testing without prior notice during the evaluation or treatment period and for a period of up to two (2) years following completion of any prescribed chemical dependency treatment program.

6. Routine Physical Examination Testing

The school district may request or require any employee to undergo drug and alcohol testing as part of a routine physical examination provided the drug or alcohol test is requested or required no more than once annually and the employee has been given at least two weeks' written notice that a drug or alcohol test may be requested or required as part of the physical examination.

B. No Legal Duty to Test

The school district does not have a legal duty to request or require any employee or job applicant whose position does not require a commercial driver's license to undergo drug and alcohol testing.

C. Definitions

1. "Drug" means a controlled substance as defined in Minnesota Statutes, including medical cannabis, regardless of enrollment in the state registry program.

2. "Drug and Alcohol Testing," "Drug or Alcohol Testing," and "Drug or Alcohol Test" mean analysis of a body component sample by a testing laboratory that meets one of the criteria listed in Minnesota Statutes, section181.953, subdivision 1, for the purpose of measuring the presence or absence of drugs, alcohol, or their metabolites in the sample tested.

3. "Other Employees" means any persons, independent contractors, or persons working for an independent contractor who perform services for the school district for compensation, either full time or part time, in whatever form, except for persons whose positions require a commercial driver's license, and includes both professional and nonprofessional personnel. Persons whose positions require a commercial driver's license are primarily governed by the provisions of the school district's drug and alcohol testing policy relating to school bus drivers (Section III.). To the extent that the drug and alcohol testing of persons whose positions require a commercial driver's license is not mandated by federal law and regulations, such testing shall be governed by Section IV. of this policy and the drivers shall fall within this definition of "other employees."

4. "Job Applicant" means a person, independent contractor, or person working for an independent contractor who applies to become an employee of the school district in a position that does not require a commercial driver's license, and includes a person who has received a job offer made contingent on the person's passing drug or alcohol testing. Job applicants for positions requiring a

commercial driver's license are governed by the provisions of the school district's drug and alcohol testing policy relating to school bus drivers (Section III.).

5. "Positive Test Result" means a finding of the presence of drugs, alcohol, or their metabolites in the sample tested in levels at or above the threshold detection levels contained in the standards of one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1.

6. "Random Selection Basis" means a mechanism for selection of employees that:

   a. results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected; and

   b. does not give the school district discretion to waive the selection of any employee selected under the mechanism.

7. "Reasonable Suspicion" means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.

8. "Safety-Sensitive Position" means a job, including any supervisory or management position, in which an impairment caused by drug or alcohol usage would threaten the health or safety of any person.

D. Right of Other Employee or Job Applicant to Refuse Drug and Alcohol Testing and Consequences of Such Refusal

1. Right of Other Employee or Job Applicant to Refuse Drug and Alcohol Testing

   Any employee or job applicant whose position does not require a commercial driver's license has the right to refuse drug and alcohol testing subject to the provisions contained in Paragraphs 2. and 3. of Section IV.D.

2. Consequences of an Employee's Refusal to Undergo Drug and Alcohol Testing

   Any employee in a position that does not require a commercial driver's license who refuses to undergo drug and alcohol testing in the circumstances set out in the Random Testing, Reasonable Suspicion Testing, and Treatment Program Testing provisions of this policy may be subject to disciplinary action, up to and including immediate discharge.

3. Consequences of a Job Applicant's Refusal to Undergo Drug and Alcohol Testing

   Any job applicant for a position which does not require a commercial driver's license who refuses to undergo drug and alcohol testing pursuant to the Job Applicant Testing provision of this policy shall not be employed.

E. Reliability and Fairness Safeguards

1. Pretest Notice

   Before requesting an employee or job applicant whose position does not require a commercial driver's license to undergo drug or alcohol testing, the school

district shall provide the employee or job applicant with a Pretest Notice in the form of Attachment D to this policy on which to acknowledge that the employee or job applicant has received the school district's drug and alcohol testing policy.

2. Notice of Test Results

Within three (3) working days after receipt of a test result report from the testing laboratory, the school district shall inform in writing an employee or job applicant who has undergone drug or alcohol testing of a negative test result on an initial screening test or of a negative or positive test result on a confirmatory test.

3. Notice of and Right to Test Result Report

Within three (3) working days after receipt of a test result report from the testing laboratory, the school district shall inform in writing, an employee or job applicant who has undergone drug or alcohol testing of the employee or job applicant's right to request and receive from the school district a copy of the test result report on any drug or alcohol test.

4. Notice of and Right to Explain Positive Test Result

a. If an employee or job applicant has a positive test result on a confirmatory test, the school district shall provide the individual with notice of the test results and, at the same time, written notice of the right to explain the results and to submit additional information.

b. The school district may request that the employee or job applicant indicate any over-the-counter or prescription medication that the individual is currently taking or has recently taken and any other information relevant to the reliability of, or explanation for, a positive test result.

c. The employee may present verification of enrollment in the medical cannabis patient registry as part of the employee's explanation.

d. Use of nonintoxicating cannabinoids or edible cannabinoid products is not a legitimate medical explanation for a confirmed positive test result for marijuana. MROs will verify a drug test confirmed as positive, even if an employee claims to have only used nonintoxicating cannabinoids or edible cannabinoid product.

e. Within three (3) working days after notice of a positive test result on a confirmatory test, an employee or job applicant may submit information (in addition to any information already submitted) to the school district to explain that result.

5. Notice of and Right to Request Confirmatory Retests

a. If an employee or job applicant has a positive test result on a confirmatory test, the school district shall provide the individual with notice of the test results and, at the same time, written notice of the right to request a confirmatory retest of the original sample at his or her

expense.

b. An employee or job applicant may request a confirmatory retest of the original sample at his or her own expense after notice of a positive test result on a confirmatory test. Within five (5) working days after notice of the confirmatory test result, the employee or job applicant shall notify the school district in writing of his or her intention to obtain a confirmatory retest. Within three (3) working days after receipt of the notice, the school district shall notify the original testing laboratory that the employee or job applicant has requested the laboratory to conduct the confirmatory retest or to transfer the sample to another laboratory licensed under Minnesota Statutes, section 181.953, subdivision 1 to conduct the confirmatory retest. The original testing laboratory shall ensure that appropriate chain-of-custody procedures are followed during transfer of the sample to the other laboratory. The confirmatory retest must use the same drug or alcohol threshold detection levels as used in the original confirmatory test. If the confirmatory retest does not confirm the original positive test result, no adverse personnel action based on the original confirmatory test may be taken against the employee or job applicant.

6. If an employee or job applicant has a positive test result on a confirmatory test, the school district, at the time of providing notice of the test results, shall also provide written notice to inform the individual of other rights provided under Sections F. or G., below, whichever is applicable.

Attachments E and F to this policy provide the Notices described in Paragraphs 2. through 6. of this Section E.

F. Discharge and Discipline of Employees Whose Positions Do Not Require a Commercial Driver's License

1. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of a positive test result from an initial screening test that has not been verified by a confirmatory test.

2. In the case of a positive test result on a confirmatory test, the employee shall be subject to discipline which includes, but is not limited to, immediate suspension without pay and immediate discharge, pursuant to the provisions of this policy.

3. The school district may not discharge an employee for whom a positive test result on a confirmatory test was the first such result for the employee on a drug or alcohol test requested by the school district, unless the following conditions have been met:

a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with a certified chemical abuse counselor or a physician trained in the diagnosis and treatment of chemical dependency; and

b. The employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion or by a positive test result on a confirmatory test after completion of the program.

4. Notwithstanding Paragraph 1., the school district may temporarily suspend the tested employee or transfer that employee to another position at the same rate of pay pending the outcome of the confirmatory test and, if requested, the confirmatory retest, provided the school district believes that it is reasonably necessary to protect the health or safety of the employee, co-employees or the public. An employee who has been suspended without pay must be reinstated with back pay if the outcome of the confirmatory test or requested confirmatory retest is negative.

5. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of medical history information or the employee's status as a patient enrolled in the medical cannabis registry program revealed to the school district, unless the employee was under an affirmative duty to provide the information before, upon, or after hire, or failing to do so would violate federal law or regulations or cause the school district to lose money or licensing-related benefit under federal law or regulations.

6. The school district may not discriminate against any employee in termination, discharge, or any term of condition of employment or otherwise penalize an employee based upon an employee registered patient's positive drug test for cannabis components or metabolites, unless the employee used, possessed, or was impaired by medical cannabis on school district property during the hours of employment.

7. An employee must be given access to information in the individual's personnel file relating to positive test result reports and other information acquired in the drug and alcohol testing process and conclusions drawn from and actions taken based on the reports or other acquired information.

G. Withdrawal of Job Offer for an Applicant for a Position That Does Not Require a Commercial Driver's License

If a job applicant has received a job offer made contingent on the applicant's passing drug and alcohol testing, the school district may not withdraw the offer based on a positive test result from an initial screening test that has not been verified by a confirmatory test. In the case of a positive test result on a confirmatory test, the school district may withdraw the job offer.

H. Chain-of-Custody Procedures

The school district has established its own reliable chain-of-custody procedures to ensure proper record keeping, handling, labeling, and identification of the samples to be tested. The procedures require the following:

1. Possession of a sample must be traceable to the employee from whom the

sample is collected, from the time the sample is collected through the time the sample is delivered to the laboratory;

2. The sample must always be in the possession of, must always be in view of, or must be placed in a secure area by a person authorized to handle the sample;

3. A sample must be accompanied by a written chain-of-custody record; and

4. Individuals relinquishing or accepting possession of the sample must record the time the possession of the sample was transferred and must sign and date the chain-of-custody record at the time of transfer.

I. Privacy, Confidentiality and Privilege Safeguards

1. Privacy Limitations

A laboratory may only disclose to the school district test result data regarding the presence or absence of drugs, alcohol or their metabolites in a sample tested.

2. Confidentiality Limitations

With respect to employees and job applicants, test result reports and other information acquired in the drug or alcohol testing process are private data on individuals as that phrase is defined in Minnesota Statutes Chapter 13, and may not be disclosed by the school district or laboratory to another employer or to a third-party individual, governmental agency, or private organization without the written consent of the employee or job applicant tested.

3. Exceptions to Privacy and Confidentiality Disclosure Limitations

Notwithstanding Paragraphs 1. and 2., evidence of a positive test result on a confirmatory test may be: (1) used in an arbitration proceeding pursuant to a collective bargaining agreement, an administrative hearing under Minnesota Statutes, Chapter 43A or other applicable state or local law, or a judicial proceeding, provided that information is relevant to the hearing or proceeding; (2) disclosed to any federal agency or other unit of the United States government as required under federal law, regulation or order, or in accordance with compliance requirements of a federal government contract; and (3) disclosed to a substance abuse treatment facility for the purpose of evaluation or treatment of the employee.

4. Privilege

Positive test results from the school district drug or alcohol testing program may not be used as evidence in a criminal action against the employee or job applicant tested.

J. Notice of Testing Policy to Affected Employees

The school district shall provide written notice of this drug and alcohol testing policy to all affected employees upon adoption of the policy, to a previously non-affected employee upon transfer to an affected position under the policy, and to a job applicant

upon hire and before any testing of the applicant if the job offer is made contingent on the applicant's passing drug and alcohol testing. Affected employees and applicants will acknowledge receipt of this written notice in the form of Attachment G to this policy.

V. POSTING

The school district shall post notice in an appropriate and conspicuous location on its premises that it has adopted a drug and alcohol testing policy and that copies of the policy are available for inspection during regular business hours by its employees or job applicants in its personnel office or other suitable locations.

Legal References:
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. Ch. 43A (State Personnel Management)
Minn. Stat. § 151.72 (Sale of Certain Cannabinoid Products)
Minn. Stat. § 152.01 (Definitions)
Minn. Stat. § 152.22 (Definitions; Medical Cannabis)
Minn. Stat. § 152.23 (Limitations; Medical Cannabis)
Minn. Stat. § 152.32 (Protections for Registry Program Participation)
Minn. Stat. § 176.011, subd. 16 (Definitions; Personal Injury)
Minn. Stat. §§ 181.950-181.957 (Drug and Alcohol Testing in the Workplace)
Minn. Stat. § 221.031 (Motor Carrier Rules)
49 U.S.C. § 31306 (Omnibus Transportation Employee Testing Act of 1991)
49 U.S.C. 31306a (National Clearinghouse for Controlled Substance and Alcohol Test Results of Commercial Motor Vehicle Operators)
49 U.S.C. § 521(b) (Civil and Criminal Penalties for Violations)
49 C.F.R. Parts 40 and 382 (Department of Transportation Rules Implementing Omnibus Transportation Employee Testing Act of 1991)

Cross-References:
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 417 (Chemical Use and Abuse)
MSBA/MASA Model Policy 418 (Drug-Free Workplace/Drug-Free School)

Replacing: Policies 4035 & 4050

Adopted: _____ *MSBA/MASA Model Policy 416*
Orig. 1995
Revised: _____ *Rev. 2022*

416 DRUG AND ALCOHOL TESTING

[Note: Drug and alcohol testing of school bus drivers and applicants is mandatory under federal law. The mandatory testing is described under Part III. of the policy. Testing of other employees or testing of school bus drivers beyond that mandated by federal law is optional and can be done under state law only if a policy containing provisions. such as the provisions of Part IV. of this policy, are adopted. To preserve the right to request or require school district employees who are not bus drivers and applicants to undergo drug and/or alcohol testing or to require bus drivers to submit to testing that is not federally mandated, a school district should adopt Part IV. as part of its drug and alcohol testing policy.]

I. PURPOSE

A. The school board recognizes the significant problems created by drug and alcohol use in society in general, and the public schools in particular. The school board further recognizes the important contribution that the public schools have in shaping the youth of today into the adults of tomorrow.

B. The school board believes that a work environment free of drug and alcohol use will be not only safer, healthier, and more productive but also more conducive to effective learning. To provide such an environment, the purpose of this policy is to provide authority so that the school board may require all employees and/or job applicants to submit to drug and alcohol testing in accordance with the provisions of this policy and as provided in federal law and Minnesota Statutes, sections 181.950-181.957.

II. GENERAL STATEMENT OF POLICY

A. All school district employees and job applicants whose positions require a commercial driver's license will be required to undergo drug and alcohol testing in accordance with federal law and the applicable provisions of this policy. The school district also may request or require that drivers submit to drug and alcohol testing in accordance with the provisions of this policy and as provided in Minnesota Statutes, sections 181.950-181.957.

B. The school district may request or require that any school district employee or job applicant, other than an employee or applicant whose position requires a commercial driver's license, submit to drug and alcohol testing in accordance with the provisions of this policy and as provided in Minnesota Statutes, sections 181.950-181.957.

C. The use, possession, sale, purchase, transfer, or dispensing of any drugs not medically prescribed, including medical cannabis, whether or not it has been prescribed for the employee, is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of drugs that are not medically prescribed, including medical cannabis, whether or not it has been prescribed for the employee, is also prohibited throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school district property. Employees under the influence of drugs that are not medically prescribed are prohibited from entering or remaining on school district property.

D. The use, possession, sale, purchase, transfer, or dispensing of alcohol is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of alcohol is also prohibited throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school district property. Employees under the influence of alcohol are prohibited from entering or remaining on school district property.

E. Any employee who violates this section shall be subject to discipline that includes, but is not limited to, immediate suspension without pay and immediate discharge.

III. FEDERALLY MANDATED DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS

A. General Statement of Policy

All persons subject to commercial driver's license requirements shall be tested for alcohol, marijuana (including medical cannabis), cocaine, amphetamines, opiates (including heroin), and phencyclidine (PCP), pursuant to federal law. Drivers who test positive for alcohol or drugs shall be subject to disciplinary action, which may include termination of employment.

B. Definitions

1. "Actual Knowledge" means actual knowledge by the school district that a driver has used alcohol or controlled substances based on: (a) direct observation of the employee's use (not observation of behavior sufficient to warrant reasonable suspicion testing); (b) information provided by a previous employer; (c) a traffic citation; or (d) an employee's admission, except when made in connection with a qualified employee self-admission program.

2. "Alcohol Screening Device" (ASD) means a breath or saliva device, other than an Evidential Breath Testing Device (EBT), that is approved by the National Highway Traffic Safety Administration and placed on its Conforming Products List for such devices.

3. "Breath Alcohol Technician" (BAT) means an individual who instructs and assists individuals in the alcohol testing process and who operates the EBT.

4. "Commercial Motor Vehicle" (CMV) includes a vehicle that is designed to transport 16 or more passengers, including the driver.

5. "Designated Employer Representative" (DER) means an employee authorized by the school district to take immediate action to remove employees from safety-sensitive duties, or cause employees to be removed from these covered duties, and to make required decisions in the testing and evaluation process. The DER receives test results and other communications for the school district.

6. "Department of Transportation" (DOT) means United States Department of Transportation.

7. "Direct Observation" means observation of alcohol or controlled substances use and does not include observation of employee behavior or physical characteristics sufficient to warrant reasonable suspicion testing.

8. "Driver" is any person who operates a CMV, including full-time, regularly employed drivers, casual, intermittent, or occasional drivers, leased drivers, and independent owner-operator contractors.

9. "Evidential Breath Testing Device" (EBT) means a device approved by the National Highway Traffic Safety Administration for the evidentiary testing of breath for alcohol concentration and placed on its Conforming Products List for such devices.

10. "Licensed Medical Practitioner" means a person who is licensed, certified, and/or registered, in accordance with applicable Federal, State, local, or foreign laws and regulations, to prescribe controlled substances and other drugs.

11. "Medical Review Officer" (MRO) means a licensed physician responsible for receiving and reviewing laboratory results generated by the school district's drug testing program and for evaluating medical explanations for certain drug tests.

12. "Refusal to Submit" (to an alcohol or controlled substances test) means that a driver: (a) fails to appear for any test within a reasonable time, as determined by the school district, consistent with applicable DOT regulations, after being directed to do so; (b) fails to remain at the testing site until the testing process is complete; (c) fails to provide a urine specimen or an adequate amount of saliva or breath for any DOT drug or alcohol test; (d) fails to permit the observation or monitoring of the driver's provision of a specimen in the case of a directly observed or monitored collection in a drug test; (e) fails to provide a sufficient breath specimen or sufficient amount of urine when directed and a determination has been made that no adequate medical explanation for the failure exists; (f) fails or declines to take an additional test as directed by the school district or the collector; (g) fails to undergo a medical examination or evaluation, as directed by the MRO or the DER; (h) fails to cooperate with any part of the testing process (e.g., refuses to empty pockets when so directed by the collector, behaves in a confrontational way that disrupts the collection process, fails to wash hands after being directed to do so by the collector, fails to sign the certification on the forms); (i) fails to follow the observer's instructions, in an observed collection, to raise the driver's clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if the driver has any type of prosthetic or other device that could be used to interfere with the collection process; (j) possesses or wears a prosthetic or other device that could be used to interfere with the collection process; (k) admits to the collector or MRO that the driver adulterated or substituted the specimen; or (l) is reported by the MRO as having a verified adulterated or substituted test result. An applicant who fails to appear for a pre-employment test, who leaves the testing site before the pre-employment testing process commences, or who does not provide a urine specimen because he or she has left before it commences is not deemed to have refused to submit to testing.

13. "Safety-Sensitive Functions" are on-duty functions from the time the driver begins work or is required to be in readiness to work until relieved from work and all responsibility for performing work, and include such functions as driving, loading and unloading vehicles, or supervising or assisting in the loading or unloading of vehicles, servicing, repairing, obtaining assistance to repair, or remaining in attendance during the repair of a disabled vehicle.

14. "Screening Test Technician" (STT) means anyone who instructs and assists

individuals in the alcohol testing process and operates an ASD.

15. "Stand Down" means the practice of temporarily removing an employee from performing safety-sensitive functions based only upon a laboratory report to the MRO of a confirmed positive test for a drug or drug metabolite, an adulterated test, or a substituted test before the MRO completes the verification process.

16. "Substance Abuse Professional" (SAP) means a qualified person who evaluates employees who have violated a DOT drug and alcohol regulation and makes recommendations concerning education, treatment, follow-up testing, and aftercare.

C. Policy and Educational Materials

[Note: Federal regulations require that school districts provide materials to bus drivers explaining the school district's policies and procedures and the federal requirements with respect to the mandatory drug and alcohol testing of bus drivers. 49 Code of Federal Regulations section 382.601. Most of the required information is contained within this model policy. Additional materials to be provided to employees are described in Paragraph 2. of Section C.]

1. The school district shall provide a copy of this policy and procedures to each driver prior to the start of its alcohol and drug testing program and to each driver subsequently hired or transferred into a position requiring driving of a CMV.

2. The school district shall provide to each driver information required under Title 49 of the Code of Federal Regulations, including information concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol or controlled substance problem (the driver's or a coworker's); and available methods of intervening when an alcohol or controlled substance problem is suspected, including confrontation, referral to an employee assistance program, and/or referral to management.

3. The school district shall provide written notice to representatives of employee organizations that the information described above is available.

4. The school district shall require each driver to sign a statement certifying that the driver received a copy of the policy and materials. This statement should be in the form of Attachment A to this policy. The school district will maintain the original signed certificate and will provide a copy to the driver if the driver so requests.

[Note: The federal regulations require a school district to obtain a signed statement from each driver certifying that he or she received a copy of these materials. 49 Code of Federal Regulations section 382.601(d). The original signed certificate must be maintained by the school district and a copy may be provided to the driver.]

D. Alcohol and Controlled Substances Testing Program Manager

[Note: School districts are required by federal regulations to designate a person to answer driver questions about the policy and the education materials

described in Section C. above and to notify the drivers of the designation. 49 Code of Federal Regulations section 382.601(b)(1).]

1. The program manager will coordinate the implementation, direction, and administration of the alcohol and controlled substances testing policy for bus drivers. The program manager is the principal contact for the collection site, the testing laboratory, the MRO, the BAT, the SAP, and the person submitting to the test. Employee questions concerning this policy shall be directed to the program manager.

2. The school district shall designate a program manager and provide written notice of the designation to each driver along with this policy.

E. Specific Prohibitions for Drivers

[Note: The specific prohibitions for drivers are contained, in large part, in 49 Code of Federal Regulations sections 382.201-382.215.]

1. Alcohol Concentration. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater. Drivers who test greater than 0.04 will be taken out of service and will be subject to evaluation by a professional and retesting at the driver's expense.

2. Alcohol Possession. No driver shall be on duty or operate a CMV while the driver possesses alcohol.

3. On-Duty Use. No driver shall use alcohol while performing safety-sensitive functions.

4. Pre-Duty Use. No driver shall perform safety-sensitive functions within four (4) hours after using alcohol.

5. Use Following an Accident. No driver required to take a post-accident test shall use alcohol for eight (8) hours following the accident, or until the driver undergoes a post-accident alcohol test, whichever occurs first.

6. Refusal to Submit to a Required Test. No driver shall refuse to submit to an alcohol or controlled substances test required by post-accident, random, reasonable suspicion, return-to-duty, or follow-up testing requirements. A verified adulterated or substituted drug test shall be considered a refusal to test.

7. Use of Controlled Substances. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to instructions (which have been presented to the school district) from a licensed medical practitioner who is familiar with the driver's medical history and has advised the driver that the substance does not adversely affect the driver's ability to safely operate a CMV. Controlled substance includes medical cannabis, regardless of whether the driver is enrolled in the state registry program.

8. Positive, Adulterated, or Substituted Test for Controlled Substance. No driver shall report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive for controlled substances, including medical cannabis, or has adulterated or substituted a test specimen for controlled substances.

9. General Prohibition. Drivers are also subject to the general policies and procedures of the school district that prohibit possession, transfer, sale, exchange, reporting to work under the influence of drugs or alcohol, and consumption of drugs or alcohol while at work or while on school district premises or operating any school district vehicle, machinery, or equipment.

F. Other Alcohol-Related Conduct

[Note: Consequences for drivers engaging in alcohol-related conduct are described in the federal regulations. 49 Code of Federal Regulations section 382.505.]

No driver found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall perform safety-sensitive functions for at least twenty-four (24) hours following administration of the test. The school district will not take any action under this policy other than removal from safety-sensitive functions based solely on test results showing an alcohol concentration of less than 0.04 but may take action otherwise consistent with law and the policies of the school district.

G. Prescription Drugs/Cannabinoid Products

A driver shall inform the driver's supervisor if at any time the driver is using a controlled substance pursuant to a physician's prescription. The physician's instructions shall be presented to the school district upon request. Use of a prescription drug shall be allowed if the physician has advised the driver that the prescribed drug will not adversely affect the driver's ability to safely operate a CMV. Use of medical cannabis is prohibited notwithstanding the driver's enrollment in the patient registry. Use of nonintoxicating cannabinoids or edible cannabinoid products is not a legitimate medical explanation for a confirmed positive test result for marijuana. MROs will verify a drug test confirmed as positive, even if a driver claims to have only used nonintoxicating cannabinoids or edible cannabinoid product.

H. Testing Requirements

[Note: ***School districts must utilize the U.S. DOT Drug & Alcohol Clearinghouse ("Clearinghouse") to conduct pre-employment queries, annual queries, and reports regarding CDL holders who operate CMVs on public roads (including school bus drivers) and who are covered by the Federal Motor Carrier Safety Administration (FMCSA) Drug and Alcohol Testing Program. In addition to utilizing the Clearinghouse, school districts must continue to comply with the alcohol and controlled substance testing required under Title 49 of the Federal Regulations.*****]**

1. Pre-Employment Testing

[Note: 49 Code of Federal Regulations section 382.301 details the requirements for pre-employment testing.]

a. A driver applicant shall undergo testing for [alcohol and] controlled substances, including medical cannabis, before the first time the driver performs safety-sensitive functions for the school district.

[Note: A school district is permitted, but not required, to conduct pre-employment testing for the use of alcohol. If a school district elects to

require pre-employment testing for alcohol, it should include the bracketed text in Subparagraph a., above, and test all applicants uniformly.]

b. Tests shall be conducted only after the applicant has received a conditional offer of employment.

c. To be hired, the applicant must test negative and must sign an agreement in the form of Attachment B to this policy, authorizing former employers to release to the school district all information on the applicant's alcohol tests with results of blood alcohol concentration of 0.04 or higher, or verified positive results for controlled substances, including medical cannabis, or refusals to be tested (including verified adulterated or substituted drug test results), or any other violations of DOT agency drug and alcohol testing regulations, or, if the applicant violated the testing regulations, documentation of the applicant's successful completion of DOT return-to-duty requirements (including follow-up tests), within the preceding two (2) years.

[Note: Federal regulations require school districts to inquire about, obtain, and review alcohol and controlled substances information from prior employers pursuant to a driver's written authorization, prior to the time a driver performs safety-sensitive functions, if feasible. 49 Code of Federal Regulations section 382.413 and 49 Code of Federal Regulations section 40.25. If not feasible, school districts must not permit the employee to perform safety-sensitive functions for more than thirty (30) days from the date a safety-sensitive function was performed unless the school districts make good faith efforts to obtain the information and to make a record of those efforts to be retained in the driver's qualification file.]

d. The applicant also must be asked whether he or she has tested positive, or refused to test, on any pre-employment drug or alcohol test administered by an employer to which the employee, during the last two (2) years, applied for, but did not obtain, safety-sensitive transportation work covered by DOT testing rules.

e. Before employing a driver subject to controlled substances and alcohol testing, the school district must conduct a full pre-employment query of the federal Commercial Driver's License (CDL) Drug and Alcohol Clearinghouse ("Clearinghouse") to obtain information about whether the driver (1) has a verified positive, adulterated, or substituted controlled substances test result; (2) has an alcohol confirmation test with a concentration of 0.04 or higher; (3) has refused to submit to a test in violation of federal law; or (4) that an employer has reported actual knowledge that the driver used alcohol on duty, before duty, or following an accident in violation of federal law or used a controlled substance in violation of federal law. The applicant must give specific written or electronic consent for the school district to conduct the Clearinghouse full query. The school district shall retain the consent for three (3) years from the date of the query.

3. Post-Accident Testing

[Note: 49 Code of Federal Regulations section 382.303 governs post-

accident testing of drivers.]

a. As soon as practicable following an accident involving a CMV, the school district shall test the driver for alcohol and controlled substances, including medical cannabis, if the accident involved the loss of human life or if the driver receives a citation for a moving traffic violation arising from an accident which results in bodily injury or disabling damage to a motor vehicle.

b. Drivers should be tested for alcohol use within two (2) hours and no later than eight (8) hours after the accident.

c. Drivers should be tested for controlled substances, including medical cannabis, no later than thirty-two (32) hours after the accident.

d. A driver subject to post-accident testing must remain available for testing, or shall be considered to have refused to submit to the test.

e. If a post-accident alcohol test is not administered within two (2) hours following the accident, the school district shall prepare and maintain on file a record stating the reasons the test was not promptly administered and continue to attempt to administer the alcohol test within eight (8) hours.

f. If a post-accident alcohol test is not administered within eight (8) hours following the accident or a post-accident controlled substances test is not administered within thirty-two (32) hours following the accident, the school district shall cease attempts to administer the test, and prepare and maintain on file a record stating the reasons for not administering the test.

g. The school district shall report drug and alcohol program violations to the Clearinghouse as required under federal law.

4. Random Testing

[Note: 49 Code of Federal Regulations section 382.305 governs random testing of drivers.]

a. The school district shall conduct tests on a random basis at unannounced times throughout the year, as required by the federal regulations.

[Note: The Federal Highway Administration (FHWA) set the random alcohol selection and testing rate at 10% of the average number of driver positions and evaluates this minimum percentage each year. School districts can elect to stay at the 1998 level of 25% (or a higher percentage) if they do not want to monitor the minimum annual percentage rate set by the FHWA. The random controlled substances selection and testing rate has remained at 50% each year and has not been lowered to 25% as is possible under the regulations.]

b. The school district shall test for alcohol at a minimum annual percentage rate of 10% of the average number of driver positions, and for controlled substances, including medical cannabis, at a minimum annual percentage of 50%.

c. The school district shall adopt a scientifically valid method for selecting drivers for testing, such as random number table or a computer-based random number generator that is matched with identifying numbers of the drivers. Each driver shall have an equal chance of being tested each time selections are made. Each driver selected for testing shall be tested during the selection period.

d. Random tests shall be unannounced. Dates for administering random tests shall be spread reasonably throughout the calendar year.

e. Drivers shall proceed immediately to the collection site upon notification of selection; provided, however, that if the driver is performing a safety-sensitive function, other than driving, at the time of notification, the driver shall cease to perform the function and proceed to the collection site as soon as possible.

5. Reasonable Suspicion Testing

[Note: 49 Code of Federal Regulations section 382.307 governs reasonable suspicion testing of drivers.]

a. The school district shall require a driver to submit to an alcohol test and/or controlled substances, including medical cannabis, test when a supervisor or school district official, who has been trained in accordance with the regulations, has reasonable suspicion to believe that the driver has used alcohol and/or controlled substances, including medical cannabis, on duty, within four (4) hours before coming on duty, or just after the period of the work day. The test shall be done as soon as practicable following the observation of the behavior indicative of the use of controlled substances or alcohol.

b. The reasonable suspicion determination must be based on specific, contemporaneous, articulable observations concerning the driver's appearance, behavior, speech, or body odors. The required observations for reasonable suspicion of a controlled substances violation may include indications of the chronic and withdrawal effects of controlled substances.

c. Alcohol testing shall be administered within two (2) hours following a determination of reasonable suspicion. If it is not done within two (2) hours, the school district shall prepare and maintain a record explaining why it was not promptly administered and continue to attempt to administer the alcohol test within eight (8) hours. If an alcohol test is not administered within eight (8) hours following the determination of reasonable suspicion, the school district shall cease attempts to administer the test and state in the record the reasons for not administering the test.

d. The supervisor or school district official who makes observations leading to a controlled substances reasonable suspicion test shall make and sign a written record of the observations within twenty-four (24) hours of the observed behavior or before the results of the drug test are released, whichever is earlier.

[Note: 49 Code of Federal Regulations sections 382.309, 40.23(d) and 40.305 govern return-to-duty testing.]

6. Return-To-Duty Testing. A driver found to have violated this policy shall not return to work until an SAP has determined the employee has successfully complied with prescribed education and/or treatment and until undergoing return-to-duty tests indicating an alcohol concentration of less than 0.02 and a confirmed negative result for the use of controlled substances. The school district is not required to return a driver to safety-sensitive duties because the driver has met these conditions; this is a personnel decision subject to collective bargaining agreements or other legal requirements.

[Note: 49 Code of Federal Regulations sections 382.311, 40.307 and 40.309 govern follow-up testing.]

7. Follow-Up Testing. When an SAP has determined that a driver is in need of assistance in resolving problems with alcohol and/or controlled substances, the driver shall be subject to unannounced follow-up testing as directed by the SAP for up to sixty (60) months after completing a treatment program.

8. Refusal to Submit and Attendant Consequences

[Note: Consequences for refusals to submit to required drug and alcohol tests are addressed generally in 49 Code of Federal Regulations sections 40.191, 40.261 and 382.211. They are more specifically addressed in 49 Code of Federal Regulations sections 382.501-382.507 and in 49 United States Code section 521(b).]

a. A driver or driver applicant may refuse to submit to drug and alcohol testing.

b. Refusal to submit to a required drug or alcohol test subjects the driver or driver applicant to the consequences specified in federal regulations as well as the civil and/or criminal penalty provisions of 49 United States Code section 521(b). In addition, a refusal to submit to testing establishes a presumption that the driver or driver applicant would test positive if a test were conducted and makes the driver or driver applicant subject to discipline or disqualification under this policy.

c. A driver applicant who refuses to submit to testing shall be disqualified from further consideration for the conditionally offered position.

d. An employee who refuses to submit to testing shall not be permitted to perform safety-sensitive functions and will be considered insubordinate and subject to disciplinary action, up to and including dismissal. If an employee is offered an opportunity to return to a DOT safety-sensitive duty, the employee will be evaluated by an SAP and must submit to a return-to-duty test prior to being considered for reassignment to safety-sensitive functions.

e. Drivers or driver applicants who refuse to submit to required testing will be required to sign Attachment C to this policy.

I. Testing Procedures

1. Drug Testing

[Note: The Federal Drug Testing Custody and Control Form (CCF) must be used to document every urine collection required by the DOT drug testing program. 49 Code of Federal Regulations section 40.45.]

a. Drug testing is conducted by analyzing a donor's urine specimen. Split urine samples will be collected in accordance with federal regulations. The donor will provide a urine sample at a designated collection site. The collection site personnel will then pour the sample into two sample bottles, labeled "primary" and "split," seal the specimen bottles, complete the chain of custody form, and prepare the specimen bottles for shipment to the testing laboratory for analysis. The specimen preparation shall be conducted in sight of the donor.

b. If the donor is unable to provide the appropriate quantity of urine, the collection site person shall instruct the individual to drink up to forty (40) ounces of fluid distributed reasonably through a period of up to three (3) hours to attempt to provide a sample. If the individual is still unable to provide a complete sample, the test shall be discontinued and the school district notified. The DER shall refer the donor for a medical evaluation to determine if the donor's inability to provide a specimen is genuine or constitutes a refusal to test. For pre-employment testing, the school district may elect to not have a referral made, and revoke the employment offer.

c. Drug test results are reported directly to the MRO by the testing laboratory. The MRO reports the results to the DER. If the results are negative, the school district is informed and no further action is necessary. If the test result is confirmed positive, adulterated, substituted, or invalid, the MRO shall give the donor an opportunity to discuss the test result. The MRO will contact the donor directly, on a confidential basis, to determine whether the donor wishes to discuss the test result. The MRO shall notify each donor that the donor has seventy-two (72) hours from the time of notification in which to request a test of the split specimen at the donor's expense. No split specimen testing is done for an invalid result.

d. If the donor requests an analysis of the split specimen within seventy-two (72) hours of having been informed of a confirmed positive test, the MRO shall direct, in writing, the laboratory to provide the split specimen to another Department of Health and Human Services – SAMHSA certified laboratory for analysis. If the donor has not contacted the MRO within seventy-two (72) hours, the donor may present the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the confirmed positive test, or other circumstances unavoidably prevented the donor from timely making contact. If the MRO concludes that a legitimate explanation for the donor's failure to contact him/her within seventy-two (72) hours exists, the MRO shall direct the analysis of the split specimen. The MRO will review the confirmed positive test result to determine whether an acceptable medical reason for the positive result exists. The MRO shall confirm and report a positive test result to the DER and the employee

when no legitimate medical reason for a positive test result as received from the testing laboratory exists.

e. If, after making reasonable efforts and documenting those efforts, the MRO is unable to reach the donor directly, the MRO must contact the DER who will direct the donor to contact the MRO. If the DER is unable to contact the donor, the donor will be suspended from performing safety-sensitive functions.

f. The MRO may confirm the test as a positive without having communicated directly with the donor about the test results under the following circumstances:

(1) The donor expressly declines the opportunity to discuss the test results;

(2) The donor has not contacted the MRO within seventy-two (72) hours of being instructed to do so by the DER; or

(3) The MRO and the DER, after making and documenting all reasonable efforts, have not been able to contact the donor within ten (10) days of the date the confirmed test result was received from the laboratory.

2. Alcohol Testing

[Note: The DOT Alcohol Testing Form (ATF) must be used for every DOT alcohol test. 49 Code of Federal Regulations section 40.225.]

a. The federal alcohol testing regulations require testing to be administered by a BAT using an EBT or an STT using an ASD. EBTs and ASDs can be used for screening tests but only EBTs can be used for confirmation tests.

b. Any test result less than 0.02 alcohol concentration is considered a "negative" test.

c. If the donor is unable to provide sufficient saliva for an ASD, the DER will immediately arrange to use an EBT. If the donor attempts and fails to provide an adequate amount of breath, the school district will direct the donor to obtain a written evaluation from a licensed physician to determine if the donor's inability to provide a breath sample is genuine or constitutes a refusal to test.

d. If the screening test results show alcohol concentration of 0.02 or higher, a confirmatory test conducted on an EBT will be required to be performed between fifteen (15) and thirty (30) minutes after the completion of the screening test.

e. Alcohol tests are reported directly to the DER.

J. Driver/Driver Applicant Rights

1. All drivers and driver applicants subject to the controlled substances testing provisions of this policy who receive a confirmed positive test result for the use of controlled substances have the right to request, at the driver's or driver applicant's expense, a confirming retest of the split urine sample. If the confirming retest is negative, no adverse action will be taken against the driver, and a driver applicant will be considered for employment.

   [Note: The limitation on discharge in Paragraph 2., below, is contained solely in Minnesota law. State law is preempted by federal laws and regulations as it relates to drivers of commercial motor vehicles (such as bus drivers). See Minnesota Statutes section 221.031, Subd. 10. Nevertheless, school districts may decide to comply with the state law requirements for various reasons (such as to treat all school district employees equally since employees subject to testing only under state law are accorded these additional rights). Consultation with the school district's legal counsel is recommended.]

2. The school district will not discharge a driver who, for the first time, receives a confirmed positive drug or alcohol test UNLESS:

   a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with the SAP; and

   b. The employee refuses to participate in the recommended program, or fails to successfully complete the program as evidenced by withdrawal before its completion or by a positive test result on a confirmatory test after completion of the program.

   c. This limitation on employee discharge does not bar discharge of an employee for reasons independent of the first confirmed positive test result.

K. Testing Laboratory

The testing laboratory for controlled substances will be [***name, address, telephone number***], which is a laboratory certified by the Department of Health and Human Services – SAMHSA to perform controlled substances testing pursuant to federal regulations.

L. Confidentiality of Test Results

All alcohol and controlled substances test results and required records of the drug and alcohol testing program are considered confidential information under federal law and private data on individuals as that phrase is defined in Minnesota Statutes, Chapter 13. Any information concerning the individual's test results and records shall not be released without written permission of the individual, except as provided for by regulation or law.

M. Recordkeeping Requirements and Retention of Records

1. The school district shall keep and maintain records in accordance with the

federal regulations in a secure location with controlled access.

[Note: The federal recordkeeping requirements for school districts are detailed in the federal regulations, 49 Code of Federal Regulations sections 382.401 et seq. and 40.331. The DOT publishes a guide to the recordkeeping requirements of mandatory drug and alcohol testing for persons with a commercial driver's license as part of its Alcohol & Drugs: DOT Compliance Manual.]

2. The required records shall be retained for the following minimum periods:

Basic records	5 years

"Basic records" includes records of: (a) alcohol test results with concentration of 0.02 or greater; (b) verified positive drug test results; (c) refusals to submit to required tests (including substituted or adulterated drug test results); (d) SAP reports; (e) all follow-up tests and schedules for follow-up tests; (f) calibration documentation; (g) administration of the testing programs; and (h) each annual calendar year summary.

Information obtained from previous employers	3 years
Alcohol and controlled substance collection procedures	2 years
Negative and cancelled controlled substance tests	1 year
Alcohol tests with less than 0.02 concentration	1 year
Education and training records	indefinite

"Education and training records" must be maintained while the individuals perform the functions which require training and for the two (2) years after ceasing to perform those functions.

3. Personal Information

Personal information about all individuals who undergo any required testing under this policy will be shared with the U.S. DOT Drug & Alcohol Clearinghouse ("Clearinghouse) as required under federal law, including:

a. The name of the person tested;

b. Any verified positive, adulterated, or substituted drug test result;

c. Any alcohol confirmation test with a BAC concentration of 0.04 or higher;

d. Any refusal to submit to any test required hereunder;

e. Any report by a supervisor of actual knowledge of use as follows

i. Any on-duty alcohol use;
ii. Any pre-duty alcohol use;
iii. Any alcohol use following an accident; and
iv. Any controlled substance use.

f. Any report from a substance abuse professional certifying successful completion of the return-to-work process;

g. Any negative return-to-duty test; and

h. Any employer's report of completion of follow-up testing.

N. Training

The school district shall ensure all persons designated to supervise drivers receive training. The designated employees shall receive at least sixty (60) minutes of training on alcohol misuse and at least sixty (60) minutes of training on controlled substances use. The training shall include physical, behavioral, speech, and performance indicators of probable misuse of alcohol and use of controlled substances. The training will be used by the supervisors to make determinations of reasonable suspicion.

O. Consequences of Prohibited Conduct and Enforcement

1. Removal. The school district shall remove a driver who has engaged in prohibited conduct from safety-sensitive functions. A driver shall not be permitted to return to safety-sensitive functions until and unless the return-to-duty requirements of federal DOT regulations have been completed.

2. Referral, Evaluation, and Treatment

a. A driver or driver applicant who has engaged in prohibited conduct shall be provided a listing of SAPs readily available to the driver or applicant and acceptable to the school district.

[Note: Subparagraphs b. and c., below, are based on the provisions of 49 Code of Federal Regulations section 40.289.]

b. If the school district offers a driver an opportunity to return to a DOT safety-sensitive duty following a violation, the driver must be evaluated by an SAP and the driver is required to successfully comply with the SAP's evaluation recommendations (education, treatment, follow-up evaluation(s), and/or ongoing services). The school district is not required to provide an SAP evaluation or any subsequent recommended education or treatment.

[Note: School districts are not required to comply with state law governing drug and alcohol testing when the individuals are subject to the federal laws and regulations (i.e., bus drivers). If a school district, after consultation with legal counsel, chooses to comply voluntarily with these requirements, Subparagraph b., above, can be modified as follows:

b. The school district will offer a driver an opportunity to return to a DOT safety-sensitive duty following an employee's first positive test result on a confirmatory test if no reasons independent of the first test result for discharge exist. Otherwise, the school district may choose, but is not required, to provide an SAP evaluation or any subsequent recommended education or treatment.]

c. Drivers are responsible for payment for SAP evaluations and services

unless a collective bargaining agreement or employee benefit plan provides otherwise.

d. Drivers who engage in prohibited conduct also are required to comply with follow-up testing requirements.

3. Disciplinary Action

a. Any driver who refuses to submit to post-accident, random, reasonable suspicion, or follow-up testing not only shall not perform or continue to perform safety-sensitive functions, but also may be subject to disciplinary action, which may include immediate suspension without pay and/or immediate discharge.

b. Drivers who test positive with verification of a confirmatory test or are otherwise found to be in violation of this policy or the federal regulations shall be subject to disciplinary action, which may include immediate suspension without pay and/or immediate discharge.

c. Nothing in this policy limits or restricts the right of the school district to discipline or discharge a driver for conduct which not only constitutes prohibited conduct under this policy but also violates the school district's other rules or policies.

P. Other Testing

The school district may request or require that drivers submit to drug and alcohol testing other than that required by federal law. For example, drivers may be requested or required to undergo drug and alcohol testing on an annual basis as part of a routine physical examination. Such additional testing of drivers will be conducted only in accordance with the provisions of this policy and as provided in Minnesota Statutes, sections 181.950-181.957. For purposes of such additional, non-mandatory testing, drivers fall within the definition of "other employees" covered by Section IV. of this policy.

[Note: When the testing of drivers complies with federal testing requirements and procedures, school districts clearly are exempt from the state drug and alcohol testing requirements in Minnesota Statutes, sections 181.950-181.957. See Minnesota Statutes section 221.031, subdivision 10. When testing beyond the federally mandated requirements, however, school districts still must comply with state law.]

Q. Report to Clearinghouse

The school district shall promptly submit to the Clearinghouse any record generated of an individual who refuses to take an alcohol or controlled substance test required under Title 49, Code of Federal Regulations, tests positive for alcohol or a controlled substance in violation of federal regulations, or violates subpart B of Part 382 of Title 49, Code of Federal Regulations (or any subsequent corresponding regulations).

R. Annual Clearinghouse Query

1. The school district must conduct a query of the Clearinghouse record at least once per year for information for all employees subject to controlled substance and alcohol testing related to CMV operation to determine whether information

exists in the Clearinghouse about those employees. In lieu of a full query, the school district may obtain the individual driver's consent to conduct a limited query to satisfy the annual query requirement. The limited query will tell the employer whether there is information about the driver in the Clearinghouse but will not release that information to the employer. If the limited query shows that information exists in the Clearinghouse about the driver, the school district must conduct a full query within twenty-four (24) hours or must not allow the driver to continue to perform any safety-sensitive function until the employee conducts the full query and the results confirm the driver's Clearinghouse record contains no prohibitions showing the driver has a verified positive, adulterated or substitute controlled substance test, no alcohol confirmation test with a concentration of 0.04 or higher, refuses to submit to a test, or was reported to have used alcohol on duty, before duty, following an accident or otherwise used a controlled substance in violation of the regulations except where the driver completed the SAP evaluation, referral and education/treatment process as required by the regulations. The school district shall comply with the query requirements set forth in 49 Code of Federal Regulations 382.701.

2 The school district may not access an individual's Clearinghouse record unless the school district (1) obtains the individual's prior written or electronic consent for access to the record; and (2) submits proof of the individual's consent to the Clearinghouse. The school district must retain the consent for three (3) years from the date of the last query. The school district shall retain for three (3) years a record of each request for records from the Clearinghouse and the information received pursuant to the request.

3. The school district shall protect the individual's privacy and confidentiality of each Clearinghouse record it receives. The school district shall ensure that information contained in a Clearinghouse record is not divulged to a person or entity not directly involved in assessing and evaluating whether a prohibition applies with respect to the individual to operate a CMV for the school district.

4. The school district may use an individual's Clearinghouse record only to assess and evaluate whether a prohibition applies with respect to the individual to operate a CMV for the school district.

IV. DRUG AND ALCOHOL TESTING FOR OTHER EMPLOYEES

The school district may request or require drug and alcohol testing for other school district personnel, i.e., employees who are not school bus drivers, or job applicants for such positions. The school district does not have a legal duty to request or require any employee or job applicant to undergo drug and alcohol testing as authorized in this policy, except for school bus drivers and other drivers of CMVs who are subject to federally mandated testing. (See Section III. of this policy.) If a school bus driver is requested or required to submit to drug or alcohol testing beyond that mandated by federal law, the provisions of Section IV. of this policy will be applicable to such testing.

A. Circumstances Under Which Drug or Alcohol Testing May Be Requested or Required:

1. General Limitations

a. The school district will not request or require an employee or job applicant whose position does not require a commercial driver's license to undergo drug or alcohol testing, unless the testing is done pursuant to this drug and alcohol testing policy; and is conducted by a testing

laboratory that meets one of the criteria listed in Minnesota Statutes, section 181.953, subdivision 1.

b. The school district will not request or require an employee or job applicant whose position does not require a commercial driver's license to undergo drug and alcohol testing on an arbitrary and capricious basis.

2. Job Applicant Testing

The school district may request or require any job applicant whose position does not require a commercial driver's license to undergo drug and alcohol testing, provided a job offer has been made to the applicant and the same test is requested or required of all job applicants conditionally offered employment for that position. If a job applicant has received a job offer that is contingent on the applicant's passing drug and alcohol testing, the school district may not withdraw the offer based on a positive test result from an initial screening test that has not been verified by a confirmatory test. In the event the job offer is subsequently withdrawn, the school district shall notify the job applicant of the reason for its action.

3. Random Testing

The school district may request or require employees to undergo drug and alcohol testing on a random selection basis only if they are employed in safety-sensitive positions.

4. Reasonable Suspicion Testing

The school district may request or require any employee to undergo drug and alcohol testing if the school district has a reasonable suspicion that the employee:

a. is under the influence of drugs or alcohol;

b. has violated the school district's written work rules prohibiting the use, possession, sale, or transfer of drugs or alcohol while the employee is working or while the employee is on the school district's premises or operating the school district's vehicles, machinery, or equipment;

c. has sustained a personal injury, as that term is defined in Minnesota Statutes, section 176.011, subdivision 16, or has caused another employee to sustain a personal injury; or

d. has caused a work-related accident or was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident.

5. Treatment Program Testing

The school district may request or require any employee to undergo drug and alcohol testing if the employee has been referred by the school district for chemical dependency treatment or evaluation or is participating in a chemical dependency treatment program under an employee benefit plan, in which case the employee may be requested or required to undergo drug and alcohol testing without prior notice during the evaluation or treatment period and for a period

of up to two (2) years following completion of any prescribed chemical dependency treatment program.

6. Routine Physical Examination Testing

The school district may request or require any employee to undergo drug and alcohol testing as part of a routine physical examination provided the drug or alcohol test is requested or required no more than once annually and the employee has been given at least two weeks' written notice that a drug or alcohol test may be requested or required as part of the physical examination.

B. No Legal Duty to Test

The school district does not have a legal duty to request or require any employee or job applicant whose position does not require a commercial driver's license to undergo drug and alcohol testing.

C. Definitions

1. "Drug" means a controlled substance as defined in Minnesota Statutes, including medical cannabis, regardless of enrollment in the state registry program.

2. "Drug and Alcohol Testing," "Drug or Alcohol Testing," and "Drug or Alcohol Test" mean analysis of a body component sample by a testing laboratory that meets one of the criteria listed in Minnesota Statutes, section181.953, subdivision 1, for the purpose of measuring the presence or absence of drugs, alcohol, or their metabolites in the sample tested.

3. "Other Employees" means any persons, independent contractors, or persons working for an independent contractor who perform services for the school district for compensation, either full time or part time, in whatever form, except for persons whose positions require a commercial driver's license, and includes both professional and nonprofessional personnel. Persons whose positions require a commercial driver's license are primarily governed by the provisions of the school district's drug and alcohol testing policy relating to school bus drivers (Section III.). To the extent that the drug and alcohol testing of persons whose positions require a commercial driver's license is not mandated by federal law and regulations, such testing shall be governed by Section IV. of this policy and the drivers shall fall within this definition of "other employees."

4. "Job Applicant" means a person, independent contractor, or person working for an independent contractor who applies to become an employee of the school district in a position that does not require a commercial driver's license, and includes a person who has received a job offer made contingent on the person's passing drug or alcohol testing. Job applicants for positions requiring a commercial driver's license are governed by the provisions of the school district's drug and alcohol testing policy relating to school bus drivers (Section III.).

5. "Positive Test Result" means a finding of the presence of drugs, alcohol, or their metabolites in the sample tested in levels at or above the threshold detection levels contained in the standards of one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1.

6. "Random Selection Basis" means a mechanism for selection of employees that:

a. results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected; and

b. does not give the school district discretion to waive the selection of any employee selected under the mechanism.

7. "Reasonable Suspicion" means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.

8. "Safety-Sensitive Position" means a job, including any supervisory or management position, in which an impairment caused by drug or alcohol usage would threaten the health or safety of any person.

D. Right of Other Employee or Job Applicant to Refuse Drug and Alcohol Testing and Consequences of Such Refusal

1. Right of Other Employee or Job Applicant to Refuse Drug and Alcohol Testing

Any employee or job applicant whose position does not require a commercial driver's license has the right to refuse drug and alcohol testing subject to the provisions contained in Paragraphs 2. and 3. of Section IV.D.

2. Consequences of an Employee's Refusal to Undergo Drug and Alcohol Testing

Any employee in a position that does not require a commercial driver's license who refuses to undergo drug and alcohol testing in the circumstances set out in the Random Testing, Reasonable Suspicion Testing, and Treatment Program Testing provisions of this policy may be subject to disciplinary action, up to and including immediate discharge.

3. Consequences of a Job Applicant's Refusal to Undergo Drug and Alcohol Testing

Any job applicant for a position which does not require a commercial driver's license who refuses to undergo drug and alcohol testing pursuant to the Job Applicant Testing provision of this policy shall not be employed.

E. Reliability and Fairness Safeguards

1. Pretest Notice

Before requesting an employee or job applicant whose position does not require a commercial driver's license to undergo drug or alcohol testing, the school district shall provide the employee or job applicant with a Pretest Notice in the form of Attachment D to this policy on which to acknowledge that the employee or job applicant has received the school district's drug and alcohol testing policy.

2. Notice of Test Results

Within three (3) working days after receipt of a test result report from the testing laboratory, the school district shall inform in writing an employee or job applicant who has undergone drug or alcohol testing of a negative test result on an initial screening test or of a negative or positive test result on a confirmatory test.

3. Notice of and Right to Test Result Report

Within three (3) working days after receipt of a test result report from the testing laboratory, the school district shall inform in writing, an employee or job applicant who has undergone drug or alcohol testing of the employee or job applicant's right to request and receive from the school district a copy of the test result report on any drug or alcohol test.

4. Notice of and Right to Explain Positive Test Result

a. If an employee or job applicant has a positive test result on a confirmatory test, the school district shall provide the individual with notice of the test results and, at the same time, written notice of the right to explain the results and to submit additional information.

b. The school district may request that the employee or job applicant indicate any over-the-counter or prescription medication that the individual is currently taking or has recently taken and any other information relevant to the reliability of, or explanation for, a positive test result.

c. The employee may present verification of enrollment in the medical cannabis patient registry as part of the employee's explanation.

d. Use of nonintoxicating cannabinoids or edible cannabinoid products is not a legitimate medical explanation for a confirmed positive test result for marijuana. MROs will verify a drug test confirmed as positive, even if an employee claims to have only used nonintoxicating cannabinoids or edible cannabinoid product.

e. Within three (3) working days after notice of a positive test result on a confirmatory test, an employee or job applicant may submit information (in addition to any information already submitted) to the school district to explain that result.

5. Notice of and Right to Request Confirmatory Retests

a. If an employee or job applicant has a positive test result on a confirmatory test, the school district shall provide the individual with notice of the test results and, at the same time, written notice of the right to request a confirmatory retest of the original sample at his or her expense.

b. An employee or job applicant may request a confirmatory retest of the original sample at his or her own expense after notice of a positive test result on a confirmatory test. Within five (5) working days after notice of the confirmatory test result, the employee or job applicant shall notify the school district in writing of his or her intention to obtain a confirmatory retest. Within three (3) working days after receipt of the notice, the school district shall notify the original testing laboratory that the employee or job applicant has requested the laboratory to conduct the confirmatory retest or to transfer the sample to another laboratory licensed under Minnesota Statutes, section 181.953, subdivision 1 to conduct the confirmatory retest. The original testing laboratory shall ensure that appropriate chain-of-custody procedures are followed

during transfer of the sample to the other laboratory. The confirmatory retest must use the same drug or alcohol threshold detection levels as used in the original confirmatory test. If the confirmatory retest does not confirm the original positive test result, no adverse personnel action based on the original confirmatory test may be taken against the employee or job applicant.

6. If an employee or job applicant has a positive test result on a confirmatory test, the school district, at the time of providing notice of the test results, shall also provide written notice to inform the individual of other rights provided under Sections F. or G., below, whichever is applicable.

   Attachments E and F to this policy provide the Notices described in Paragraphs 2. through 6. of this Section E.

F. Discharge and Discipline of Employees Whose Positions Do Not Require a Commercial Driver's License

1. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of a positive test result from an initial screening test that has not been verified by a confirmatory test.

2. In the case of a positive test result on a confirmatory test, the employee shall be subject to discipline which includes, but is not limited to, immediate suspension without pay and immediate discharge, pursuant to the provisions of this policy.

3. The school district may not discharge an employee for whom a positive test result on a confirmatory test was the first such result for the employee on a drug or alcohol test requested by the school district, unless the following conditions have been met:

   a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with a certified chemical abuse counselor or a physician trained in the diagnosis and treatment of chemical dependency; and

   b. The employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion or by a positive test result on a confirmatory test after completion of the program.

4. Notwithstanding Paragraph 1., the school district may temporarily suspend the tested employee or transfer that employee to another position at the same rate of pay pending the outcome of the confirmatory test and, if requested, the confirmatory retest, provided the school district believes that it is reasonably necessary to protect the health or safety of the employee, co-employees or the public. An employee who has been suspended without pay must be reinstated with back pay if the outcome of the confirmatory test or requested confirmatory retest is negative.

5. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of medical history information or the employee's status as a patient enrolled in the medical cannabis registry program revealed to the school district, unless the employee was under an affirmative duty to provide the information before, upon, or after hire, or failing to do so would violate federal law or regulations or cause the school district to lose money or licensing-related benefit under federal law or regulations.

6. The school district may not discriminate against any employee in termination, discharge, or any term of condition of employment or otherwise penalize an employee based upon an employee registered patient's positive drug test for cannabis components or metabolites, unless the employee used, possessed, or was impaired by medical cannabis on school district property during the hours of employment.

7. An employee must be given access to information in the individual's personnel file relating to positive test result reports and other information acquired in the drug and alcohol testing process and conclusions drawn from and actions taken based on the reports or other acquired information.

G. Withdrawal of Job Offer for an Applicant for a Position That Does Not Require a Commercial Driver's License

If a job applicant has received a job offer made contingent on the applicant's passing drug and alcohol testing, the school district may not withdraw the offer based on a positive test result from an initial screening test that has not been verified by a confirmatory test. In the case of a positive test result on a confirmatory test, the school district may withdraw the job offer.

H. Chain-of-Custody Procedures

The school district has established its own reliable chain-of-custody procedures to ensure proper record keeping, handling, labeling, and identification of the samples to be tested. The procedures require the following:

1. Possession of a sample must be traceable to the employee from whom the sample is collected, from the time the sample is collected through the time the sample is delivered to the laboratory;

2. The sample must always be in the possession of, must always be in view of, or must be placed in a secure area by a person authorized to handle the sample;

3. A sample must be accompanied by a written chain-of-custody record; and

4. Individuals relinquishing or accepting possession of the sample must record the time the possession of the sample was transferred and must sign and date the chain-of-custody record at the time of transfer.

I. Privacy, Confidentiality and Privilege Safeguards

1. Privacy Limitations

A laboratory may only disclose to the school district test result data regarding the presence or absence of drugs, alcohol or their metabolites in a sample

tested.

2. Confidentiality Limitations

With respect to employees and job applicants, test result reports and other information acquired in the drug or alcohol testing process are private data on individuals as that phrase is defined in Minnesota Statutes Chapter 13, and may not be disclosed by the school district or laboratory to another employer or to a third-party individual, governmental agency, or private organization without the written consent of the employee or job applicant tested.

3. Exceptions to Privacy and Confidentiality Disclosure Limitations

Notwithstanding Paragraphs 1. and 2., evidence of a positive test result on a confirmatory test may be: (1) used in an arbitration proceeding pursuant to a collective bargaining agreement, an administrative hearing under Minnesota Statutes, Chapter 43A or other applicable state or local law, or a judicial proceeding, provided that information is relevant to the hearing or proceeding; (2) disclosed to any federal agency or other unit of the United States government as required under federal law, regulation or order, or in accordance with compliance requirements of a federal government contract; and (3) disclosed to a substance abuse treatment facility for the purpose of evaluation or treatment of the employee.

4. Privilege

Positive test results from the school district drug or alcohol testing program may not be used as evidence in a criminal action against the employee or job applicant tested.

J. Notice of Testing Policy to Affected Employees

The school district shall provide written notice of this drug and alcohol testing policy to all affected employees upon adoption of the policy, to a previously non-affected employee upon transfer to an affected position under the policy, and to a job applicant upon hire and before any testing of the applicant if the job offer is made contingent on the applicant's passing drug and alcohol testing. Affected employees and applicants will acknowledge receipt of this written notice in the form of Attachment G to this policy.

V. POSTING

The school district shall post notice in an appropriate and conspicuous location on its premises that it has adopted a drug and alcohol testing policy and that copies of the policy are available for inspection during regular business hours by its employees or job applicants in its personnel office or other suitable locations.

Legal References:
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. Ch. 43A (State Personnel Management)
Minn. Stat. § 151.72 (Sale of Certain Cannabinoid Products)
Minn. Stat. § 152.01 (Definitions)
Minn. Stat. § 152.22 (Definitions; Medical Cannabis)
Minn. Stat. § 152.23 (Limitations; Medical Cannabis)
Minn. Stat. § 152.32 (Protections for Registry Program Participation)
Minn. Stat. § 176.011, subd. 16 (Definitions; Personal Injury)

Minn. Stat. §§ 181.950-181.957 (Drug and Alcohol Testing in the Workplace)
Minn. Stat. § 221.031 (Motor Carrier Rules)
49 U.S.C. § 31306 (Omnibus Transportation Employee Testing Act of 1991)
49 U.S.C. 31306a (National Clearinghouse for Controlled Substance and Alcohol Test Results of Commercial Motor Vehicle Operators)
49 U.S.C. § 521(b) (Civil and Criminal Penalties for Violations)
49 C.F.R. Parts 40 and 382 (Department of Transportation Rules Implementing Omnibus Transportation Employee Testing Act of 1991)

Cross-References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 417 (Chemical Use and Abuse)
MSBA/MASA Model Policy 418 (Drug-Free Workplace/Drug-Free School)

~~4036 DRUG AND ALCOHOL TESTING~~

~~The school board recognizes the significant problems created by drug and alcohol use in society in general, and the public schools in particular. The school board also recognizes the important contribution that the public schools have in shaping the youth of today into the adults of tomorrow. The school board recognizes that effective January 1, 1996, federal law requires employers of less than 50 bus drivers must have implemented a drug and alcohol testing policy. (49 CFR 382.11.5)~~

~~It is the belief of the school board that a work environment free of drug and alcohol use will not only be safer, healthier, and more productive, but will also be more conducive to effective learning. Therefore, to provide such an environment, the purpose of this policy is to provide authority so that the school board may require all employees and/or job applicants whose position requires a commercial driver's license to submit to drug and alcohol testing in accordance with the provision of this policy and as provided in Minn. Stat. 181.950 through 181.957.~~

~~All school district employees and job applicants whose position requires a commercial driver's license will be required to undergo drug and alcohol testing in accordance with federal law and the applicable provisions of this policy.~~

~~The use, possession, sale, purchase, transfer, or dispensing of any drugs not medically prescribed is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of drugs which are not medically prescribed is also prohibited throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school district property. Employees under the influence of drugs which are not medically prescribed are prohibited from entering or remaining on school district property.~~

~~Any employee who violates this section shall be subject to discipline which includes but is not limited to, immediate suspension without pay and immediate discharge.~~

~~The use, possession, sale, purchase, transfer, or dispensing of alcohol is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of alcohol is also prohibited throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school district property. Employees under the influence of alcohol are prohibited from entering or remaining on school district property.~~

~~Any employee who violates this section shall be subject to discipline which includes, but is not limited to, immediate suspension without pay and immediate discharge.~~

~~Definitions~~

~~**"Drug"** means a controlled substance as defined in Minnesota Statutes. "Drug and alcohol~~

testing," "drug or alcohol testing," and "drug or alcohol test" mean analysis of a body component sample according to the standards established under one of the programs listed in Minn. Stat. 181.953, Subd. 1, for the purpose of measuring the presence or absence of drugs, alcohol, or their metabolites in the sample tested.

"Employee" means any person, independent contractor, or person working for an independent contractor who performs services for compensation, either full-time or part-time, in whatever form, for the school district, and includes both professional and nonprofessional personnel.

"Job applicant" means a person, independent contractor, or person working for an independent contractor who applies to become an employee of the school district, and includes a person who has received a job offer made contingent on the person passing drug or alcohol testing.

"Positive test result" means a finding of the presence of drugs, alcohol, or their metabolites in the sample tested in levels at or above a threshold detection levels contained in the standards of one of the programs listed in Minn. Stat. 181.953, Subd. 1.

"Random selection basis" means a mechanism for selection of employees that:

1. results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected; and
2. does not give the school district discretion to waive the selection of employee selected under the mechanism.

"Reasonable suspicion" means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.

"Safety-sensitive position" means a job, includinany supervisory or management position, in which an impairment caused by drug or alcohol usage would threaten the health or safety of any person.

Adopted: 01-23-1996 ISD 709

418 DRUG-FREE WORKPLACE/DRUG-FREE SCHOOL

I. PURPOSE

The purpose of this policy is to maintain a safe and healthful environment for employees and students by prohibiting the use of alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids (including edible cannabinoid products), and controlled substances without a physician's prescription.

II. GENERAL STATEMENT OF POLICY

A. Use or possession of alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids (including edible cannabinoid products), and controlled substances before, during, or after school hours, at school or in any other school location, is prohibited as general policy. Paraphernalia associated with controlled substances is prohibited.

B. A violation of this policy occurs when any student, teacher, administrator, other school district personnel, or member of the public uses or possesses alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids (including edible cannabinoid products), or controlled substances in any school location.

C. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or member of the public who violates this policy.

III. DEFINITIONS

A. "Alcohol" includes any alcoholic beverage containing more than one-half of one percent alcohol by volume.

B. "Controlled substances" include narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, anabolic steroids, or any other controlled substance as defined in Schedules I through V of the Controlled Substances Act, 21 United States Code section 812, including analogues and look-alike drugs.

C. "Edible cannabinoid product" means any product that is intended to be eaten or consumed as a beverage by humans, contains a cannabinoid in combination with food ingredients, and is not a drug.

D. "Nonintoxicating cannabinoid" means substances extracted from certified hemp plants that do not produce intoxicating effects when consumed by any route of administration.

E. "Medical cannabis" means any species of the genus cannabis plant, or any mixture or preparation of them, including whole plant extracts and resins, and is delivered in the form of: (1) liquid, including, but not limited to, oil; (2) pill; (3) vaporized delivery method with use of liquid or oil but which does not require the use of dried leaves or plant form; (4) combustion with use of dried raw cannabis; or (5) any other method approved by the commissioner.

F. "Possess" means to have on one's person, in one's effects, or in an area subject to one's control.

G. "School location" includes any school building or on any school premises; in any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off school property at any school-sponsored or school-approved activity, event, or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district; or during any period of time such employee is supervising students on behalf of the school district or otherwise engaged in school district business.

H. "Toxic substances" includes: (1) glue, cement, aerosol paint, containing toluene, benzene, xylene, amyl nitrate, butyl nitrate, nitrous oxide, or containing other aromatic hydrocarbon solvents, but does not include glue, cement, or paint contained in a packaged kit for the construction of a model automobile, airplane, or similar item; (2) butane or a butane lighter; or (3) any similar substance declared to be toxic to the central nervous system and to have a potential for abuse, by a rule adopted by the commissioner of health.

I. "Use" includes to sell, buy, manufacture, distribute, dispense, possess, use, or be under the influence of alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids (including edible cannabinoid products), and/or controlled substances, whether or not for the purpose of receiving remuneration or consideration.

IV. EXCEPTIONS

A. A violation of this policy does not occur when a person brings onto a school location, for such person's own use, a controlled substance, except medical cannabis, which has a currently accepted medical use in treatment in the United States and the person has a physician's prescription for the substance. The person shall comply with the relevant procedures of this policy.

B. A violation of this policy does not occur when a person possesses an alcoholic beverage in a school location when the possession is within the exceptions of Minnesota Statutes section 624.701, subdivision 1a (experiments in laboratories; pursuant to a temporary license to sell liquor issued under Minnesota laws or possession after the purchase from such a temporary license holder).

V. PROCEDURES

A. Students who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, must comply with the school district's student medication policy.

B. Employees who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, are permitted to possess such controlled substance and associated necessary paraphernalia, such as an inhaler or syringe. The employee must inform his or her supervisor. The employee may be required to provide a copy of the prescription.

C. Each employee shall be provided with written notice of this Drug-Free Workplace/Drug-Free School policy and shall be required to acknowledge that he or she has received the policy.

D. Employees are subject to the school district's drug and alcohol testing policies and

procedures.

E. Members of the public are not permitted to possess controlled substances in a school location except with the express permission of the superintendent.

F. No person is permitted to possess or use medical cannabis on a school bus or van; or on the grounds of any preschool or primary or secondary school; or on the grounds of any child care facility. This prohibition includes (1) vaporizing or combusting medical cannabis on any form of public transportation where the vapor or smoke could be inhaled by a minor child or in any public place, including indoor or outdoor areas used by or open to the general public or place of employment; and (2) operating, navigating, or being in actual physical control of any motor vehicle or working on transportation property, equipment or facilities while under the influence of medial cannabis.

G. Possession of alcohol on school grounds pursuant to the exceptions of Minnesota Statutes section 624.701, subdivision 1a, shall be by permission of the school board only. The applicant shall apply for permission in writing and shall follow the school board procedures for placing an item on the agenda.

VI. ENFORCEMENT

A. Students

1. Students may be required to participate in programs and activities that provide education against the use of alcohol, tobacco, marijuana, smokeless tobacco products, electronic cigarettes, and nonintoxicating cannabinoids (including edible cannabinoid products),

2. Students may be referred to drug or alcohol assistance or rehabilitation programs; school based mental health services, mentoring and counseling, including early identification of mental health symptoms, drug use and violence and appropriate referral to direct individual or group counselling service. which may be provide by school based mental health services providers; and/or referral to law enforcement officials when appropriate.

3. A student who violates the terms of this policy shall be subject to discipline in accordance with the school district's discipline policy. Such discipline may include suspension or expulsion from school.

B. Employees

1. As a condition of employment in any federal grant, each employee who is engaged either directly or indirectly in performance of a federal grant shall abide by the terms of this policy and shall notify his or her supervisor in writing of his or her conviction of any criminal drug statute for a violation occurring in any of the places listed above on which work on a school district federal grant is performed, no later than five (5) calendar days after such conviction. Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.

2. An employee who violates the terms of this policy is subject to disciplinary action, including nonrenewal, suspension, termination, or discharge as deemed appropriate by the school board.

3. In addition, any employee who violates the terms of this policy may be required to satisfactorily participate in a drug and/or alcohol abuse assistance or rehabilitation program approved by the school district. Any employee who fails to satisfactorily participate in and complete such a program is subject to nonrenewal, suspension, or termination as deemed appropriate by the school board.

4. Sanctions against employees, including nonrenewal, suspension, termination, or discharge shall be pursuant to and in accordance with applicable statutory authority, collective bargaining agreements, and school district policies.

C. The Public

A member of the public who violates this policy shall be informed of the policy and asked to leave. If necessary, law enforcement officials will be notified and asked to provide an escort.

Legal References:
Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
Minn. Stat. § 121A.40-§ 121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 151.72 (Sale of Certain Cannabinoid Products)
Minn. Stat. § 152.22, subd. 6 (Definitions; Medical Cannabis)
Minn. Stat. § 152.23 (Limitations; Medical Cannabis)
Minn. Stat. § 340A.101 (Definitions; Alcoholic Beverage)
Minn. Stat. § 340A.403 (3.2 Percent Malt Liquor Licenses)
Minn. Stat. § 340A.404 (Intoxicating Liquor; On-Sale Licenses)
Minn. Stat. § 609.684 (Abuse of Toxic Substances)
Minn. Stat. § 624.701 (Alcohol in Certain Buildings or Grounds)
20 U.S.C. § 7101-7122 (Student Support and Academic Enrichment Grants)
21 U.S.C. § 812 (Schedules of Controlled Substances)
41 U.S.C. §§ 8101-8106 (Drug-Free Workplace Act)
21 C.F.R. §§ 1308.11-1308.15 (Controlled Substances)
34 C.F.R. Part 84 (Government-Wide Requirements for Drug-Free Workplace)

Cross References:
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 416 (Drug and Alcohol Testing)
MSBA/MASA Model Policy 417 (Chemical Use and Abuse)
MSBA/MASA Model Policy 419 (Tobacco-Free Environment; Possession and use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices; Vaping Awareness and Prevention Instruction)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 516 (Student Medication)

Replacing: Policy 4036

Adopted: _____ *MSBA/MASA Model Policy 418*
Orig. 1995
Revised: _____ *Rev. 2022*

418 DRUG-FREE WORKPLACE/DRUG-FREE SCHOOL

[Note: School districts are required by statute to have a policy addressing these issues.]

I. PURPOSE

The purpose of this policy is to maintain a safe and healthful environment for employees and students by prohibiting the use of alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids (including edible cannabinoid products), and controlled substances without a physician's prescription.

II. GENERAL STATEMENT OF POLICY

A. Use or possession of alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids (including edible cannabinoid products), and controlled substances before, during, or after school hours, at school or in any other school location, is prohibited as general policy. Paraphernalia associated with controlled substances is prohibited.

B. A violation of this policy occurs when any student, teacher, administrator, other school district personnel, or member of the public uses or possesses alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids (including edible cannabinoid products), or controlled substances in any school location.

C. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or member of the public who violates this policy.

III. DEFINITIONS

A. "Alcohol" includes any alcoholic beverage containing more than one-half of one percent alcohol by volume.

B. "Controlled substances" include narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, anabolic steroids, or any other controlled substance as defined in Schedules I through V of the Controlled Substances Act, 21 United States Code section 812, including analogues and look-alike drugs.

C. "Edible cannabinoid product" means any product that is intended to be eaten or consumed as a beverage by humans, contains a cannabinoid in combination with food ingredients, and is not a drug.

D. "Nonintoxicating cannabinoid" means substances extracted from certified hemp plants that do not produce intoxicating effects when consumed by any route of administration.

E. "Medical cannabis" means any species of the genus cannabis plant, or any mixture or preparation of them, including whole plant extracts and resins, and is delivered in the form of: (1) liquid, including, but not limited to, oil; (2) pill; (3) vaporized delivery

method with use of liquid or oil but which does not require the use of dried leaves or plant form; (4) combustion with use of dried raw cannabis; or (5) any other method approved by the commissioner.

F. "Possess" means to have on one's person, in one's effects, or in an area subject to one's control.

G. "School location" includes any school building or on any school premises; in any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off school property at any school-sponsored or school-approved activity, event, or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district; or during any period of time such employee is supervising students on behalf of the school district or otherwise engaged in school district business.

H. "Toxic substances" includes: (1) glue, cement, aerosol paint, containing toluene, benzene, xylene, amyl nitrate, butyl nitrate, nitrous oxide, or containing other aromatic hydrocarbon solvents, but does not include glue, cement, or paint contained in a packaged kit for the construction of a model automobile, airplane, or similar item; (2) butane or a butane lighter; or (3) any similar substance declared to be toxic to the central nervous system and to have a potential for abuse, by a rule adopted by the commissioner of health.

I. "Use" includes to sell, buy, manufacture, distribute, dispense, possess, use, or be under the influence of alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids (including edible cannabinoid products), and/or controlled substances, whether or not for the purpose of receiving remuneration or consideration.

IV. EXCEPTIONS

A. A violation of this policy does not occur when a person brings onto a school location, for such person's own use, a controlled substance, except medical cannabis, which has a currently accepted medical use in treatment in the United States and the person has a physician's prescription for the substance. The person shall comply with the relevant procedures of this policy.

B. A violation of this policy does not occur when a person possesses an alcoholic beverage in a school location when the possession is within the exceptions of Minnesota Statutes section 624.701, subdivision 1a (experiments in laboratories; pursuant to a temporary license to sell liquor issued under Minnesota laws or possession after the purchase from such a temporary license holder).

V. PROCEDURES

A. Students who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, must comply with the school district's student medication policy.

[Note: School districts are required by Minnesota Statutes, section 121A.22 to develop procedures for the administration of drugs and medicine. If the school district does not have a student medication policy such as MSBA/MASA Model Policy 516, this Paragraph A. can be modified to provide: "Students who have a prescription from a physician for medical treatment with a controlled substance must provide a copy of the prescription and the medication to the school nurse, principal, or other designated staff member.

The school district's licensed school nurse, trained health clerk, principal, or teacher will administer the prescribed medication in accordance with school district procedures."]

B. Employees who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, are permitted to possess such controlled substance and associated necessary paraphernalia, such as an inhaler or syringe. The employee must inform his or her supervisor. The employee may be required to provide a copy of the prescription.

C. Each employee shall be provided with written notice of this Drug-Free Workplace/Drug-Free School policy and shall be required to acknowledge that he or she has received the policy.

[Note: The Drug-Free Workplace Act requires that school district employees be notified by a published statement of the prohibition of the use of controlled substances and actions that will be taken against employees for violations of such prohibition. 41 United States Code section 8103; 34 Code of Federal Regulations Part 84. An acknowledgment will document satisfaction by the school district of this federal requirement.]

D. Employees are subject to the school district's drug and alcohol testing policies and procedures.

E. Members of the public are not permitted to possess controlled substances in a school location except with the express permission of the superintendent.

F. No person is permitted to possess or use medical cannabis on a school bus or van; or on the grounds of any preschool or primary or secondary school; or on the grounds of any child care facility. This prohibition includes (1) vaporizing or combusting medical cannabis on any form of public transportation where the vapor or smoke could be inhaled by a minor child or in any public place, including indoor or outdoor areas used by or open to the general public or place of employment; and (2) operating, navigating, or being in actual physical control of any motor vehicle or working on transportation property, equipment or facilities while under the influence of medial cannabis.

G. Possession of alcohol on school grounds pursuant to the exceptions of Minnesota Statutes section 624.701, subdivision 1a, shall be by permission of the school board only. The applicant shall apply for permission in writing and shall follow the school board procedures for placing an item on the agenda.

VI. ENFORCEMENT

A. <u>Students</u>

1. Students may be required to participate in programs and activities that provide education against the use of alcohol, tobacco, marijuana, smokeless tobacco products, electronic cigarettes, and nonintoxicating cannabinoids (including edible cannabinoid products),

2. Students may be referred to drug or alcohol assistance or rehabilitation programs; school based mental health services, mentoring and counseling, including early identification of mental health symptoms, drug use and

violence and appropriate referral to direct individual or group counselling service. which may be provide by school based mental health services providers; and/or referral to law enforcement officials when appropriate.

3. A student who violates the terms of this policy shall be subject to discipline in accordance with the school district's discipline policy. Such discipline may include suspension or expulsion from school.

B. Employees

1. As a condition of employment in any federal grant, each employee who is engaged either directly or indirectly in performance of a federal grant shall abide by the terms of this policy and shall notify his or her supervisor in writing of his or her conviction of any criminal drug statute for a violation occurring in any of the places listed above on which work on a school district federal grant is performed, no later than five (5) calendar days after such conviction. Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.

2. An employee who violates the terms of this policy is subject to disciplinary action, including nonrenewal, suspension, termination, or discharge as deemed appropriate by the school board.

3. In addition, any employee who violates the terms of this policy may be required to satisfactorily participate in a drug and/or alcohol abuse assistance or rehabilitation program approved by the school district. Any employee who fails to satisfactorily participate in and complete such a program is subject to nonrenewal, suspension, or termination as deemed appropriate by the school board.

4. Sanctions against employees, including nonrenewal, suspension, termination, or discharge shall be pursuant to and in accordance with applicable statutory authority, collective bargaining agreements, and school district policies.

C. The Public

A member of the public who violates this policy shall be informed of the policy and asked to leave. If necessary, law enforcement officials will be notified and asked to provide an escort.

Legal References: Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
Minn. Stat. § 121A.40-§ 121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 151.72 (Sale of Certain Cannabinoid Products)
Minn. Stat. § 152.22, subd. 6 (Definitions; Medical Cannabis)
Minn. Stat. § 152.23 (Limitations; Medical Cannabis)
Minn. Stat. § 340A.101 (Definitions; Alcoholic Beverage)
Minn. Stat. § 340A.403 (3.2 Percent Malt Liquor Licenses)
Minn. Stat. § 340A.404 (Intoxicating Liquor; On-Sale Licenses)
Minn. Stat. § 609.684 (Abuse of Toxic Substances)
Minn. Stat. § 624.701 (Alcohol in Certain Buildings or Grounds)
20 U.S.C. § 7101-7122 (Student Support and Academic Enrichment Grants)
21 U.S.C. § 812 (Schedules of Controlled Substances)

41 U.S.C. §§ 8101-8106 (Drug-Free Workplace Act)
21 C.F.R. §§ 1308.11-1308.15 (Controlled Substances)
34 C.F.R. Part 84 (Government-Wide Requirements for Drug-Free Workplace)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 416 (Drug and Alcohol Testing)
MSBA/MASA Model Policy 417 (Chemical Use and Abuse)
MSBA/MASA Model Policy 419 (Tobacco-Free Environment; Possession and use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices; Vaping Awareness and Prevention Instruction)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 516 (Student Medication)

4035 - DRUG-FREE WORK PLACE

No employee shall unlawfully manufacture, distribute, dispense, possess, or use on or in the work place any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, or any other controlled substance, as defined in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation CFR 1300.11 through 1300.15, or in violation of any statute of the State of Minnesota.

"Work place" is defined to mean the site for the performance of work done in connection with employment. That includes any school building or any school premises; any school owned vehicle or any other school approved vehicle used to transport students to and from school or school activities; off school property during any school sponsored or school approved activity, event, or function, such as a field trip or athletic event, where students are under the jurisdiction of the School District.

As a condition of employment, each employee shall notify in writing, his or her supervisor of his or her conviction of any criminal drug statute for a violation occurring in the work place as defined above, no later than five (5) days after such conviction.

The School District will notify the agency in writing within ten (10) calendar days after receiving notice from an employee or otherwise, receiving actual notice of such conviction. As a condition of employment, each employee shall abide by all the terms of this policy creating a drug-free work place.

Any employee who violates the terms of this policy shall satisfactorily participate in a drug abuse assistance or rehabilitation program in a treatment facility licensed by the state of Minnesota or Wisconsin. If the employee fails to satisfactorily participate in such program, the employee shall be non-renewed or his or her employment may be suspended or terminated.

All disciplinary action taken against employees for violation of this policy, including non-renewal, suspension or termination, shall be imposed in accordance with procedures prescribed by State law, Civil Service rules and regulations, and bargaining unit contracts, including those laws and rules affording due process to all employees.

Adopted: 08-08-1989 ISD 709
Revised: 06-20-1995
12-17-1996 ISD 709

4050 PHYSICAL EXAMINATIONS

Subject to the limitations of state and federal laws regarding employment discrimination based on disability, placement and periodic physical examinations shall be required as described below.

1. Employment with the School District is contingent on the completion of the Pre-Placement Medical Evaluation Form.
2. Passing a pre-placement physical examination, arranged and paid for by the School District, shall be required of all individuals in designated employment classes and of all individuals whose completed Pre-Placement Medical Evaluation Form indicates need for further medical examination.
3. Bus drivers shall be required to submit to a pre-placement physical examination by a physician designated and paid for by the School District. All school bus drivers shall be required to pass a physical examination every two years or as required to maintain their school bus operator's endorsement.

References: Minnesota Rules, Chapter 7414
MS Section 171.321 subd. 2

Adopted: 06-09-1970 ISD 709
Revised: 08-09-1983
09-13-1988
06-20-1995 ISD 709

524 INTERNET ACCEPTABLE USE AND SAFETY POLICY

I. PURPOSE

The purpose of this policy is to set forth policies and guidelines for access to the school district computer system and acceptable and safe use of the Internet, including electronic communications.

II. GENERAL STATEMENT OF POLICY

In making decisions regarding student and employee access to the school district computer system and the Internet, including electronic communications, the school district considers its own stated educational mission, goals, and objectives. Electronic information research skills are now fundamental to preparation of citizens and future employees. Access to the school district computer system and to the Internet enables students and employees to explore thousands of libraries, databases, bulletin boards, and other resources while exchanging messages with people around the world. The school district expects that faculty will blend thoughtful use of the school district computer system and the Internet throughout the curriculum and will provide guidance and instruction to students in their use.

III. LIMITED EDUCATIONAL PURPOSE

The school district is providing students and employees with access to the school district computer system, which includes Internet access. The purpose of the system is more specific than providing students and employees with general access to the Internet. The school district system has a limited educational purpose, which includes use of the system for classroom activities, educational research, and professional or career development activities. Users are expected to use Internet access through the district system to further educational and personal goals consistent with the mission of the school district and school policies. Uses which might be acceptable on a user's private personal account on another system may not be acceptable on this limited-purpose network.

IV. USE OF SYSTEM IS A PRIVILEGE

The use of the school district system and access to use of the Internet is a privilege, not a right. Depending on the nature and degree of the violation and the number of previous violations, unacceptable use of the school district system or the Internet may result in one or more of the following consequences: suspension or cancellation of use or access privileges; payments for damages and repairs; discipline under other appropriate school district policies, including suspension, expulsion, exclusion, or termination of employment; or civil or criminal liability under other applicable laws.

V. UNACCEPTABLE USES

A. While not an exhaustive list, the following uses of the school district system and Internet resources or accounts are considered unacceptable:

1. Users will not use the school district system to access, review, upload, download, store, print, post, receive, transmit, or distribute:

a. pornographic, obscene, or sexually explicit material or other visual depictions that are harmful to minors;

b. obscene, abusive, profane, lewd, vulgar, rude, inflammatory,

threatening, disrespectful, or sexually explicit language;

c. materials that use language or images that are inappropriate in the education setting or disruptive to the educational process;

d. information or materials that could cause damage or danger of disruption to the educational process;

e. materials that use language or images that advocate violence or discrimination toward other people (hate literature) or that may constitute harassment or discrimination.

2. Users will not use the school district system to knowingly or recklessly post, transmit, or distribute false or defamatory information about a person or organization, or to harass another person, or to engage in personal attacks, including prejudicial or discriminatory attacks.

3. Users will not use the school district system to engage in any illegal act or violate any local, state, or federal statute or law.

4. Users will not use the school district system to vandalize, damage, or disable the property of another person or organization, will not make deliberate attempts to degrade or disrupt equipment, software, or system performance by spreading computer viruses or by any other means, will not tamper with, modify, or change the school district system software, hardware, or wiring or take any action to violate the school district's security system, and will not use the school district system in such a way as to disrupt the use of the system by other users.

5. Users will not use the school district system to gain unauthorized access to information resources or to access another person's materials, information, or files without the implied or direct permission of that person.

6. Users will not use the school district system to post private information about another person, personal contact information about themselves or other persons, or other personally identifiable information, including, but not limited to, addresses, telephone numbers, school addresses, work addresses, identification numbers, account numbers, access codes or passwords, labeled photographs, or other information that would make the individual's identity easily traceable, and will not repost a message that was sent to the user privately without permission of the person who sent the message.

a. This paragraph does not prohibit the posting of employee contact information on school district webpages or communications between employees and other individuals when such communications are made for education-related purposes (i.e., communications with parents or other staff members related to students).

b. Employees creating or posting school-related webpages may include personal contact information about themselves on a webpage. However, employees may not post personal contact information or other personally identifiable information about students unless:

(1) such information is classified by the school district as directory information and verification is made that the school district has not received notice from a parent/guardian or eligible student that such information is not to be designated as directory

information in accordance with Policy 515; or

(2) such information is not classified by the school district as directory information but written consent for release of the information to be posted has been obtained from a parent/guardian or eligible student in accordance with Policy 515.

In addition, prior to posting any personal contact or personally identifiable information on a school-related webpage, employees shall obtain written approval of the content of the postings from the building administrator.

c. These prohibitions specifically prohibit a user from utilizing the school district system to post personal information about a user or another individual on social networks, including, but not limited to, social networks such as "Facebook," "Twitter," "Instagram," "Snapchat," "TikTok," "Reddit," and similar websites or applications.

7. Users must keep all account information and passwords on file with the designated school district official. Users will not attempt to gain unauthorized access to the school district system or any other system through the school district system, attempt to log in through another person's account, or use computer accounts, access codes, or network identification other than those assigned to the user. Messages and records on the school district system may not be encrypted without the permission of appropriate school authorities.

8. Users will not use the school district system to violate copyright laws or usage licensing agreements, or otherwise to use another person's property without the person's prior approval or proper citation, including the downloading or exchanging of pirated software or copying software to or from any school computer, and will not plagiarize works they find on the Internet.

9. Users will not use the school district system for conducting business, for unauthorized commercial purposes, or for financial gain unrelated to the mission of the school district. Users will not use the school district system to offer or provide goods or services or for product advertisement. Users will not use the school district system to purchase goods or services for personal use without authorization from the appropriate school district official.

10. Users will not use the school district system to engage in bullying or cyberbullying in violation of the school district's Bullying Prohibition Policy. This prohibition includes using any technology or other electronic communication off school premises to the extent that student learning or the school environment is substantially and materially disrupted.

B. The school district has a special interest in regulating off-campus speech that materially disrupts classwork or involves substantial disorder or invasion of the rights of others. A student or employee engaging in the foregoing unacceptable uses of the Internet when off school district premises also may be in violation of this policy as well as other school district policies. Examples of such violations may include, but are not limited to, serious or severe bullying or harassment targeting particular individuals, threats aimed at teachers or other students, failure to follow rules concerning lessons, the writing of papers, the use of computers, or participation in other online school activities, and breaches of school security devices. If the school district receives a report of an unacceptable use originating from a non-school computer or resource, the school district

may investigate such reports to the best of its ability. Students or employees may be subject to disciplinary action for such conduct, including, but not limited to, suspension or cancellation of the use or access to the school district computer system and the Internet and discipline under other appropriate school district policies, including suspension, expulsion, exclusion, or termination of employment.

C. If a user inadvertently accesses unacceptable materials or an unacceptable Internet site, the user shall immediately disclose the inadvertent access to an appropriate school district official. In the case of a school district employee, the immediate disclosure shall be to the employee's immediate supervisor and/or the building administrator. This disclosure may serve as a defense against an allegation that the user has intentionally violated this policy. In certain rare instances, a user also may access otherwise unacceptable materials if necessary to complete an assignment and if done with the prior approval of and with appropriate guidance from the appropriate teacher or, in the case of a school district employee, the building administrator.

VI. FILTER

A. With respect to any of its computers with Internet access, the school district will monitor the online activities of both minors and adults and employ technology protection measures during any use of such computers by minors and adults. The technology protection measures utilized will block or filter Internet access to any visual depictions that are:

1. Obscene;

2. Child pornography; or

3. Harmful to minors.

B. The term "harmful to minors" means any picture, image, graphic image file, or other visual depiction that:

1. Taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; or

2. Depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and

3. Taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.

C. Software filtering technology shall be narrowly tailored and shall not discriminate based on viewpoint.

D. An administrator, supervisor, or other person authorized by the Superintendent may disable the technology protection measure, during use by an adult, to enable access for bona fide research or other lawful purposes.

E. The school district will educate students about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyberbullying awareness and response.

VII. CONSISTENCY WITH OTHER SCHOOL POLICIES

Use of the school district computer system and use of the Internet shall be consistent with school district policies and the mission of the school district.

VIII. LIMITED EXPECTATION OF PRIVACY

A. By authorizing use of the school district system, the school district does not relinquish control over materials on the system or contained in files on the system. Users should expect only limited privacy in the contents of personal files on the school district system.

B. Routine maintenance and monitoring of the school district system may lead to a discovery that a user has violated this policy, another school district policy, or the law.

C. An individual investigation or search will be conducted if school authorities have a reasonable suspicion that the search will uncover a violation of law or school district policy.

D. Parents may have the right at any time to investigate or review the contents of their child's files and e-mail files in accordance with the school district's Protection and Privacy of Pupil Records Policy. Parents have the right to request the termination of their child's individual account at any time.

E. School district employees should be aware that the school district retains the right at any time to investigate or review the contents of their files and e-mail files. In addition, school district employees should be aware that data and other materials in files maintained on the school district system may be subject to review, disclosure, or discovery under Minnesota Statutes chapter 13 (Minnesota Government Data Practices Act).

F. The school district will cooperate fully with local, state and federal authorities in any investigation concerning or related to any illegal activities or activities not in compliance with school district policies conducted through the school district system.

IX. INTERNET USE AGREEMENT

A. The proper use of the Internet, and the educational value to be gained from proper Internet use, is the joint responsibility of students, parents, and employees of the school district.

B. This policy requires the permission of and supervision by the school's designated professional staff before a student may use a school account or resource to access the Internet.

C. The Internet Use Agreement form for students must be read and signed by the user, the parent or guardian, and the supervising teacher. The Internet Use Agreement form for employees must be signed by the employee. The form must then be filed at the school office. As supervising teachers change, the agreement signed by the new teacher shall be attached to the original agreement.

X. LIMITATION ON SCHOOL DISTRICT LIABILITY

Use of the school district system is at the user's own risk. The system is provided on an "as is,

as available" basis. The school district will not be responsible for any damage users may suffer, including, but not limited to, loss, damage, or unavailability of data stored on school district diskettes, tapes, hard drives, or servers, or for delays or changes in or interruptions of service or misdeliveries or nondeliveries of information or materials, regardless of the cause. The school district is not responsible for the accuracy or quality of any advice or information obtained through or stored on the school district system. The school district will not be responsible for financial obligations arising through unauthorized use of the school district system or the Internet.

XI. USER NOTIFICATION

A. All users shall be notified of the school district policies relating to Internet use.

B. This notification shall include the following:

1. Notification that Internet use is subject to compliance with school district policies.

2. Disclaimers limiting the school district's liability relative to:

   a. Information stored on school district diskettes, hard drives, or servers.

   b. Information retrieved through school district computers, networks, or online resources.

   c. Personal property used to access school district computers, networks, or online resources.

   d. Unauthorized financial obligations resulting from use of school district resources/accounts to access the Internet.

3. A description of the privacy rights and limitations of school sponsored/managed Internet accounts.

4. Notification that, even though the school district may use technical means to limit student Internet access, these limits do not provide a foolproof means for enforcing the provisions of this acceptable use policy.

5. Notification that goods and services can be purchased over the Internet that could potentially result in unwanted financial obligations and that any financial obligation incurred by a student through the Internet is the sole responsibility of the student and/or the student's parents.

6. Notification that the collection, creation, reception, maintenance, and dissemination of data via the Internet, including electronic communications, is governed by Public and Private Personnel Data Policy, and Protection and Privacy of Pupil Records Policy.

7. Notification that, should the user violate the school district's acceptable use policy, the user's access privileges may be revoked, school disciplinary action may be taken and/or appropriate legal action may be taken.

8. Notification that all provisions of the acceptable use policy are subordinate to local, state, and federal laws.

XII. PARENTS' RESPONSIBILITY; NOTIFICATION OF STUDENT INTERNET USE

A. Outside of school, parents bear responsibility for the same guidance of Internet use as they exercise with information sources such as television, telephones, radio, movies, and other possibly offensive media. Parents are responsible for monitoring their student's use of the school district system and of the Internet if the student is accessing the school district system from home or a remote location.

B. Parents will be notified that their students will be using school district resources/accounts to access the Internet and that the school district will provide parents the option to request alternative activities not requiring Internet access. This notification should include:

1. A copy of the user notification form provided to the student user.

2. A description of parent/guardian responsibilities.

3. A notification that the parents have the option to request alternative educational activities not requiring Internet access and the material to exercise this option.

4. A statement that the Internet Use Agreement must be signed by the user, the parent or guardian, and the supervising teacher prior to use by the student.

5. A statement that the school district's acceptable use policy is available for parental review.

XIII. NOTIFICATION REGARDING TECHNOLOGY PROVIDERS

A. "Technology provider" means a person who:

1. contracts with the school district, as part of a one-to-one program or otherwise, to provide a school-issued device for student use; and

2. creates, receives, or maintains educational data pursuant or incidental to a contract with the school district.

B. "Parent" means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent in the absence of a parent or a guardian.

C. Within 30 days of the start of each school year, the school district must give parents and students direct and timely notice, by United States mail, e-mail, or other direct form of communication, of any curriculum, testing, or assessment technology provider contract affecting a student's educational data. The notice must:

1. identify each curriculum, testing, or assessment technology provider with access to educational data;

2. identify the educational data affected by the curriculum, testing, or assessment technology provider contract; and

3. include information about the contract inspection and provide contact information for a school department to which a parent or student may direct questions or concerns regarding any program or activity that allows a

curriculum, testing, or assessment technology provider to access a student's educational data.

D. The school district must provide parents and students an opportunity to inspect a complete copy of any contract with a technology provider.

E. A contract between a technology provider and the school district must include requirements to ensure appropriate security safeguards for educational data. The contract must require that:

1. the technology provider's employees or contractors have access to educational data only if authorized; and

2. the technology provider's employees or contractors may be authorized to access educational data only if access is necessary to fulfill the official duties of the employee or contractor.

F. All educational data created, received, maintained, or disseminated by a technology provider pursuant or incidental to a contract with a public educational agency or institution are not the technology provider's property.

XIV. SCHOOL-ISSUED DEVICES

A. "School-issued device" means hardware or software that the school district, acting independently or with a technology provider, provides to an individual student for that student's dedicated personal use. A school-issued device includes a device issued through a one-to-one program.

B. Except as provided in paragraph C, the school district or a technology provider must not electronically access or monitor:

1. any location-tracking feature of a school-issued device;

2. any audio or visual receiving, transmitting, or recording feature of a school-issued device; or

3. student interactions with a school-issued device, including but not limited to keystrokes and web-browsing activity.

C. The school district or a technology provider may only engage in activities prohibited by paragraph B if:

1. the activity is limited to a noncommercial educational purpose for instruction, technical support, or exam-proctoring by school district employees, student teachers, staff contracted by the school district, a vendor, or the Minnesota Department of Education, and notice is provided in advance;

2. the activity is permitted under a judicial warrant;

3. the school district is notified or becomes aware that the device is missing or stolen;

4. the activity is necessary to respond to an imminent threat to life or safety and the access is limited to that purpose;

5. the activity is necessary to comply with federal or state law, including but not limited to Minnesota Statutes section 121A.031; or

6. the activity is necessary to participate in federal or state funding programs, including but not limited to the E-Rate program.

D. If the school district or a technology provider interacts with a school-issued device as provided in paragraph C, clause 4, it must, within 72 hours of the access, notify the student to whom the school-issued device was issued or that student's parent and provide a written description of the interaction, including which features of the device were accessed and a description of the threat. This notice is not required at any time when the notice itself would pose an imminent threat to life or safety, but must instead be given within 72 hours after that imminent threat has ceased.

XV. LIMIT ON SCREEN TIME FOR CHILDREN IN PRESCHOOL AND KINDERGARTEN

A child in a publicly funded preschool or kindergarten program may not use an individual-use screen, such as a tablet, smartphone, or other digital media, without engagement from a teacher or other students. This section does not apply to a child for whom the school has an individualized family service plan, an individualized education program, or a 504 plan in effect.

XVI. IMPLEMENTATION; POLICY REVIEW

A. The school district administration may develop appropriate user notification forms, guidelines, and procedures necessary to implement this policy for submission to the school board for approval. Upon approval by the school board, such guidelines, forms, and procedures shall be an addendum to this policy.

B. The administration shall revise the user notifications, including student and parent notifications, if necessary, to reflect the adoption of these guidelines and procedures.

C. The school district Internet policies and procedures are available for review by all parents, guardians, staff, and members of the community.

D. Because of the rapid changes in the development of the Internet, the school board shall conduct an annual review of this policy.

Legal References:
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act
Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. § 124D.166 (Limit on Screen Time for Children in Preschool and Kindergarten)
Minn. Stat. § 125B.15 (Internet Access for Students)
Minn. Stat. § 125B.26 (Telecommunications/Internet Access Equity Act)
15 U.S.C. § 6501 *et seq.* (Children's Online Privacy Protection Act)
17 U.S.C. § 101 *et seq.* (Copyrights)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
47 U.S.C. § 254 (Children's Internet Protection Act of 2000 (CIPA))
47 C.F.R. § 54.520 (FCC rules implementing CIPA)
Mahanoy Area Sch. Dist. v. B.L., 594 U.S. ___ , 141 S. Ct. 2038 (2021)
Tinker v. Des Moines Indep. Cmty. Sch. Dist., 393 U.S. 503 (1969)
United States v. Amer. Library Assoc., 539 U.S. 1942003)
Sagehorn v. Indep. Sch. Dist. No. 728, 122 F.Supp.2d 842 (D. Minn. 2015)

R.S. v. Minnewaska Area Sch. Dist. No. 2149, 894 F.Supp.2d 1128 (D. Minn. 2012)
Tatro v. Univ. of Minnesota, 800 N.W.2d 811 (Minn. App. 2011), aff'd on other grounds 816 N.W.2d 509 (Minn. 2012)
S.J.W. v. Lee's Summit R-7 Sch. Dist., 696 F.3d 771 (8th Cir. 2012)
Parents, Families and Friends of Lesbians and Gays, Inc. v. Camdenton R-III Sch. Dist., 853 F.Supp.2d 888 (W.D. Mo. 2012)
M.T. v. Cent. York Sch. Dist., 937 A.2d 538 (Pa. Commw. Ct. 2007)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 519 (Interviews of Students by Outside Agencies)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
MSBA/MASA Model Policy 522 (Title IX Sex Nondiscrimination Grievance Procedures and Process)
MSBA/MASA Model Policy 603 (Curriculum Development)
MSBA/MASA Model Policy 604 (Instructional Curriculum)
MSBA/MASA Model Policy 606 (Textbooks and Instructional Materials)
MSBA/MASA Model Policy 806 (Crisis Management Policy)
MSBA/MASA Model Policy 904 (Distribution of Materials on School District Property by Nonschool Persons)

Replacing: Policy 3187

Adopted: _____ *MSBA/MASA Model Policy 524*
Orig. 1996
Revised: _____ *Rev. 2022*

524 INTERNET ACCEPTABLE USE AND SAFETY POLICY

[Note: School districts are required by statute to have a policy addressing these issues.]

I. PURPOSE

The purpose of this policy is to set forth policies and guidelines for access to the school district computer system and acceptable and safe use of the Internet, including electronic communications.

II. GENERAL STATEMENT OF POLICY

In making decisions regarding student and employee access to the school district computer system and the Internet, including electronic communications, the school district considers its own stated educational mission, goals, and objectives. Electronic information research skills are now fundamental to preparation of citizens and future employees. Access to the school district computer system and to the Internet enables students and employees to explore thousands of libraries, databases, bulletin boards, and other resources while exchanging messages with people around the world. The school district expects that faculty will blend thoughtful use of the school district computer system and the Internet throughout the curriculum and will provide guidance and instruction to students in their use.

III. LIMITED EDUCATIONAL PURPOSE

The school district is providing students and employees with access to the school district computer system, which includes Internet access. The purpose of the system is more specific than providing students and employees with general access to the Internet. The school district system has a limited educational purpose, which includes use of the system for classroom activities, educational research, and professional or career development activities. Users are expected to use Internet access through the district system to further educational and personal goals consistent with the mission of the school district and school policies. Uses which might be acceptable on a user's private personal account on another system may not be acceptable on this limited-purpose network.

IV. USE OF SYSTEM IS A PRIVILEGE

The use of the school district system and access to use of the Internet is a privilege, not a right. Depending on the nature and degree of the violation and the number of previous violations, unacceptable use of the school district system or the Internet may result in one or more of the following consequences: suspension or cancellation of use or access privileges; payments for damages and repairs; discipline under other appropriate school district policies, including suspension, expulsion, exclusion, or termination of employment; or civil or criminal liability under other applicable laws.

V. UNACCEPTABLE USES

A. While not an exhaustive list, the following uses of the school district system and Internet resources or accounts are considered unacceptable:

1. Users will not use the school district system to access, review, upload, download, store, print, post, receive, transmit, or distribute:

   a. pornographic, obscene, or sexually explicit material or other visual depictions that are harmful to minors;

   b. obscene, abusive, profane, lewd, vulgar, rude, inflammatory, threatening, disrespectful, or sexually explicit language;

   c. materials that use language or images that are inappropriate in the education setting or disruptive to the educational process;

   d. information or materials that could cause damage or danger of disruption to the educational process;

   e. materials that use language or images that advocate violence or discrimination toward other people (hate literature) or that may constitute harassment or discrimination.

2. Users will not use the school district system to knowingly or recklessly post, transmit, or distribute false or defamatory information about a person or organization, or to harass another person, or to engage in personal attacks, including prejudicial or discriminatory attacks.

3. Users will not use the school district system to engage in any illegal act or violate any local, state, or federal statute or law.

4. Users will not use the school district system to vandalize, damage, or disable the property of another person or organization, will not make deliberate attempts to degrade or disrupt equipment, software, or system performance by spreading computer viruses or by any other means, will not tamper with, modify, or change the school district system software, hardware, or wiring or take any action to violate the school district's security system, and will not use the school district system in such a way as to disrupt the use of the system by other users.

5. Users will not use the school district system to gain unauthorized access to information resources or to access another person's materials, information, or files without the implied or direct permission of that person.

6. Users will not use the school district system to post private information about another person, personal contact information about themselves or other persons, or other personally identifiable information, including, but not limited to, addresses, telephone numbers, school addresses, work addresses, identification numbers, account numbers, access codes or passwords, labeled photographs, or other information that would make the individual's identity easily traceable, and will not repost a message that was sent to the user privately without permission of the person who sent the message.

   [Note: School districts should consider the impact of this paragraph on present practices and procedures, including, but not limited to, practices pertaining to employee communications, school or classroom websites, and student/employee use of social networking websites. Depending upon school district policies and practices, school districts may wish to add one or more of the following clarifying paragraphs.]

   a. This paragraph does not prohibit the posting of employee contact information on school district webpages or communications between

employees and other individuals when such communications are made for education-related purposes (i.e., communications with parents or other staff members related to students).

b. Employees creating or posting school-related webpages may include personal contact information about themselves on a webpage. However, employees may not post personal contact information or other personally identifiable information about students unless:

(1) such information is classified by the school district as directory information and verification is made that the school district has not received notice from a parent/guardian or eligible student that such information is not to be designated as directory information in accordance with Policy 515; or

(2) such information is not classified by the school district as directory information but written consent for release of the information to be posted has been obtained from a parent/guardian or eligible student in accordance with Policy 515.

In addition, prior to posting any personal contact or personally identifiable information on a school-related webpage, employees shall obtain written approval of the content of the postings from the building administrator.

c. These prohibitions specifically prohibit a user from utilizing the school district system to post personal information about a user or another individual on social networks, including, but not limited to, social networks such as "Facebook," "Twitter," "Instagram," "Snapchat," "TikTok," "Reddit," and similar websites or applications.

7. Users must keep all account information and passwords on file with the designated school district official. Users will not attempt to gain unauthorized access to the school district system or any other system through the school district system, attempt to log in through another person's account, or use computer accounts, access codes, or network identification other than those assigned to the user. Messages and records on the school district system may not be encrypted without the permission of appropriate school authorities.

8. Users will not use the school district system to violate copyright laws or usage licensing agreements, or otherwise to use another person's property without the person's prior approval or proper citation, including the downloading or exchanging of pirated software or copying software to or from any school computer, and will not plagiarize works they find on the Internet.

9. Users will not use the school district system for conducting business, for unauthorized commercial purposes, or for financial gain unrelated to the mission of the school district. Users will not use the school district system to offer or provide goods or services or for product advertisement. Users will not use the school district system to purchase goods or services for personal use without authorization from the appropriate school district official.

10. Users will not use the school district system to engage in bullying or cyberbullying in violation of the school district's Bullying Prohibition Policy. This prohibition includes using any technology or other electronic communication off school premises to the extent that student learning or the school environment is substantially and materially disrupted.

B. The school district has a special interest in regulating off-campus speech that materially disrupts classwork or involves substantial disorder or invasion of the rights of others. A student or employee engaging in the foregoing unacceptable uses of the Internet when off school district premises also may be in violation of this policy as well as other school district policies. Examples of such violations may include, but are not limited to, serious or severe bullying or harassment targeting particular individuals, threats aimed at teachers or other students, failure to follow rules concerning lessons, the writing of papers, the use of computers, or participation in other online school activities, and breaches of school security devices. If the school district receives a report of an unacceptable use originating from a non-school computer or resource, the school district may investigate such reports to the best of its ability. Students or employees may be subject to disciplinary action for such conduct, including, but not limited to, suspension or cancellation of the use or access to the school district computer system and the Internet and discipline under other appropriate school district policies, including suspension, expulsion, exclusion, or termination of employment.

C. If a user inadvertently accesses unacceptable materials or an unacceptable Internet site, the user shall immediately disclose the inadvertent access to an appropriate school district official. In the case of a school district employee, the immediate disclosure shall be to the employee's immediate supervisor and/or the building administrator. This disclosure may serve as a defense against an allegation that the user has intentionally violated this policy. In certain rare instances, a user also may access otherwise unacceptable materials if necessary to complete an assignment and if done with the prior approval of and with appropriate guidance from the appropriate teacher or, in the case of a school district employee, the building administrator.

VI. FILTER

[Note: Pursuant to state law, school districts are required to restrict access to inappropriate materials on school computers with Internet access. School districts seeking technology revenue pursuant to Minnesota Statutes section 125B.26 or certain federal funding, such as e-rate discounts, for purposes of Internet access and connection services and/or receive funds to purchase Internet accessible computers are subject to the federal Children's Internet Protection Act, effective in 2001. Those districts are required to comply with additional standards in restricting possible access to inappropriate materials. Therefore, school districts should select one of the following alternative sections depending upon whether the school district is seeking such funding and the type of funding sought.]

ALTERNATIVE NO. 1

[Note: For a school district that does not seek either state or federal funding in connection with its computer system, the following language should be adopted. It reflects a mandatory requirement under Minnesota Statutes section 125B.15.]

All computers equipped with Internet access and available for student use at each school site will be equipped to restrict, by use of available software filtering technology or other effective methods, all student access to materials that are reasonably believed to be obscene, child pornography or harmful to minors under state or federal law. Software filtering technology shall be narrowly tailored and shall not discriminate based on viewpoint.

[Note: The purchase of filtering technology is not required by state law if the school site would incur more than incidental expense in making the purchase. In the absence of filtering technology, school sites still are required to use "other effective methods" to restrict student access to such materials.]

ALTERNATIVE NO. 2

[Note: Technology revenue is available to school districts that meet the additional condition of also restricting adult access to inappropriate materials. School districts that seek such state technology revenue may adopt or retain the following language. However, the school district is not required to do so.]

A. All school district computers with Internet access and available for student use will be equipped to restrict, by use of available software filtering technology or other effective methods, all student access to materials that are reasonably believed to be obscene, child pornography or harmful to minors under state or federal law.

B. All school district computers with Internet access, not just those accessible and available to students, will be equipped to restrict, by use of available software filtering technology or other effective methods, adult access to materials that are reasonably believed to be obscene or child pornography under state or federal law.

C. Software filtering technology shall be narrowly tailored and shall not discriminate based on viewpoint.

ALTERNATIVE NO. 3

[Note: School districts that receive certain federal funding, such as e-rate discounts, for purposes of Internet access and connection services and/or receive funds to purchase Internet accessible computers are subject to the federal Children's Internet Protection Act, effective in 2001. This law requires school districts to adopt an Internet safety policy that contains the provisions set forth below. Also, the Act requires such school districts to provide reasonable notice and hold at least one public hearing or meeting to address the proposed Internet safety policy prior to its implementation. School districts that do not seek such federal financial assistance need not adopt the alternative language set forth below nor meet the requirements with respect to a public meeting to review the policy. The following alternative language for school districts that seek such federal financial assistance satisfies both state and federal law requirements.]

A. With respect to any of its computers with Internet access, the school district will monitor the online activities of both minors and adults and employ technology protection measures during any use of such computers by minors and adults. The technology protection measures utilized will block or filter Internet access to any visual depictions that are:

1. Obscene;

2. Child pornography; or

3. Harmful to minors.

B. The term "harmful to minors" means any picture, image, graphic image file, or other visual depiction that:

1. Taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; or

2. Depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the

genitals; and

3. Taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.

C. Software filtering technology shall be narrowly tailored and shall not discriminate based on viewpoint.

D. An administrator, supervisor, or other person authorized by the Superintendent may disable the technology protection measure, during use by an adult, to enable access for bona fide research or other lawful purposes.

E. The school district will educate students about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyberbullying awareness and response.

[Note: Although school districts are not required to adopt the more restrictive provisions contained in either Alternative No. 2 or No. 3 if they do not seek state or federal funding, they may choose to adopt the more restrictive provisions as a matter of school policy.]

VII. CONSISTENCY WITH OTHER SCHOOL POLICIES

Use of the school district computer system and use of the Internet shall be consistent with school district policies and the mission of the school district.

VIII. LIMITED EXPECTATION OF PRIVACY

A. By authorizing use of the school district system, the school district does not relinquish control over materials on the system or contained in files on the system. Users should expect only limited privacy in the contents of personal files on the school district system.

B. Routine maintenance and monitoring of the school district system may lead to a discovery that a user has violated this policy, another school district policy, or the law.

C. An individual investigation or search will be conducted if school authorities have a reasonable suspicion that the search will uncover a violation of law or school district policy.

D. Parents may have the right at any time to investigate or review the contents of their child's files and e-mail files in accordance with the school district's Protection and Privacy of Pupil Records Policy. Parents have the right to request the termination of their child's individual account at any time.

E. School district employees should be aware that the school district retains the right at any time to investigate or review the contents of their files and e-mail files. In addition, school district employees should be aware that data and other materials in files maintained on the school district system may be subject to review, disclosure, or discovery under Minnesota Statutes chapter 13 (Minnesota Government Data Practices Act).

F. The school district will cooperate fully with local, state and federal authorities in any investigation concerning or related to any illegal activities or activities not in compliance with school district policies conducted through the school district system.

IX. INTERNET USE AGREEMENT

A. The proper use of the Internet, and the educational value to be gained from proper Internet use, is the joint responsibility of students, parents, and employees of the school district.

B. This policy requires the permission of and supervision by the school's designated professional staff before a student may use a school account or resource to access the Internet.

C. The Internet Use Agreement form for students must be read and signed by the user, the parent or guardian, and the supervising teacher. The Internet Use Agreement form for employees must be signed by the employee. The form must then be filed at the school office. As supervising teachers change, the agreement signed by the new teacher shall be attached to the original agreement.

X. LIMITATION ON SCHOOL DISTRICT LIABILITY

Use of the school district system is at the user's own risk. The system is provided on an "as is, as available" basis. The school district will not be responsible for any damage users may suffer, including, but not limited to, loss, damage, or unavailability of data stored on school district diskettes, tapes, hard drives, or servers, or for delays or changes in or interruptions of service or misdeliveries or nondeliveries of information or materials, regardless of the cause. The school district is not responsible for the accuracy or quality of any advice or information obtained through or stored on the school district system. The school district will not be responsible for financial obligations arising through unauthorized use of the school district system or the Internet.

XI. USER NOTIFICATION

A. All users shall be notified of the school district policies relating to Internet use.

B. This notification shall include the following:

1. Notification that Internet use is subject to compliance with school district policies.

2. Disclaimers limiting the school district's liability relative to:

   a. Information stored on school district diskettes, hard drives, or servers.

   b. Information retrieved through school district computers, networks, or online resources.

   c. Personal property used to access school district computers, networks, or online resources.

   d. Unauthorized financial obligations resulting from use of school district resources/accounts to access the Internet.

3. A description of the privacy rights and limitations of school sponsored/managed Internet accounts.

4. Notification that, even though the school district may use technical means to limit student Internet access, these limits do not provide a foolproof means for

enforcing the provisions of this acceptable use policy.

5. Notification that goods and services can be purchased over the Internet that could potentially result in unwanted financial obligations and that any financial obligation incurred by a student through the Internet is the sole responsibility of the student and/or the student's parents.

6. Notification that the collection, creation, reception, maintenance, and dissemination of data via the Internet, including electronic communications, is governed by Public and Private Personnel Data Policy, and Protection and Privacy of Pupil Records Policy.

7. Notification that, should the user violate the school district's acceptable use policy, the user's access privileges may be revoked, school disciplinary action may be taken and/or appropriate legal action may be taken.

8. Notification that all provisions of the acceptable use policy are subordinate to local, state, and federal laws.

XII. PARENTS' RESPONSIBILITY; NOTIFICATION OF STUDENT INTERNET USE

A. Outside of school, parents bear responsibility for the same guidance of Internet use as they exercise with information sources such as television, telephones, radio, movies, and other possibly offensive media. Parents are responsible for monitoring their student's use of the school district system and of the Internet if the student is accessing the school district system from home or a remote location.

B. Parents will be notified that their students will be using school district resources/accounts to access the Internet and that the school district will provide parents the option to request alternative activities not requiring Internet access. This notification should include:

1. A copy of the user notification form provided to the student user.

2. A description of parent/guardian responsibilities.

3. A notification that the parents have the option to request alternative educational activities not requiring Internet access and the material to exercise this option.

4. A statement that the Internet Use Agreement must be signed by the user, the parent or guardian, and the supervising teacher prior to use by the student.

5. A statement that the school district's acceptable use policy is available for parental review.

XIII. NOTIFICATION REGARDING TECHNOLOGY PROVIDERS

A. "Technology provider" means a person who:

1. contracts with the school district, as part of a one-to-one program or otherwise, to provide a school-issued device for student use; and

2. creates, receives, or maintains educational data pursuant or incidental to a contract with the school district.

B. "Parent" means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent in the absence of a parent or a guardian.

C. Within 30 days of the start of each school year, the school district must give parents and students direct and timely notice, by United States mail, e-mail, or other direct form of communication, of any curriculum, testing, or assessment technology provider contract affecting a student's educational data. The notice must:

1. identify each curriculum, testing, or assessment technology provider with access to educational data;

2. identify the educational data affected by the curriculum, testing, or assessment technology provider contract; and

3. include information about the contract inspection and provide contact information for a school department to which a parent or student may direct questions or concerns regarding any program or activity that allows a curriculum, testing, or assessment technology provider to access a student's educational data.

D. The school district must provide parents and students an opportunity to inspect a complete copy of any contract with a technology provider.

E. A contract between a technology provider and the school district must include requirements to ensure appropriate security safeguards for educational data. The contract must require that:

1. the technology provider's employees or contractors have access to educational data only if authorized; and

2. the technology provider's employees or contractors may be authorized to access educational data only if access is necessary to fulfill the official duties of the employee or contractor.

F. All educational data created, received, maintained, or disseminated by a technology provider pursuant or incidental to a contract with a public educational agency or institution are not the technology provider's property.

XIV. SCHOOL-ISSUED DEVICES

A. "School-issued device" means hardware or software that the school district, acting independently or with a technology provider, provides to an individual student for that student's dedicated personal use. A school-issued device includes a device issued through a one-to-one program.

B. Except as provided in paragraph C, the school district or a technology provider must not electronically access or monitor:

1. any location-tracking feature of a school-issued device;

2. any audio or visual receiving, transmitting, or recording feature of a school-issued device; or

3. student interactions with a school-issued device, including but not limited to keystrokes and web-browsing activity.

C. The school district or a technology provider may only engage in activities prohibited by paragraph B if:

1. the activity is limited to a noncommercial educational purpose for instruction, technical support, or exam-proctoring by school district employees, student teachers, staff contracted by the school district, a vendor, or the Minnesota Department of Education, and notice is provided in advance;

2. the activity is permitted under a judicial warrant;

3. the school district is notified or becomes aware that the device is missing or stolen;

4. the activity is necessary to respond to an imminent threat to life or safety and the access is limited to that purpose;

5. the activity is necessary to comply with federal or state law, including but not limited to Minnesota Statutes section 121A.031; or

6. the activity is necessary to participate in federal or state funding programs, including but not limited to the E-Rate program.

D. If the school district or a technology provider interacts with a school-issued device as provided in paragraph C, clause 4, it must, within 72 hours of the access, notify the student to whom the school-issued device was issued or that student's parent and provide a written description of the interaction, including which features of the device were accessed and a description of the threat. This notice is not required at any time when the notice itself would pose an imminent threat to life or safety, but must instead be given within 72 hours after that imminent threat has ceased.

XV. LIMIT ON SCREEN TIME FOR CHILDREN IN PRESCHOOL AND KINDERGARTEN

A child in a publicly funded preschool or kindergarten program may not use an individual-use screen, such as a tablet, smartphone, or other digital media, without engagement from a teacher or other students. This section does not apply to a child for whom the school has an individualized family service plan, an individualized education program, or a 504 plan in effect.

XVI. IMPLEMENTATION; POLICY REVIEW

A. The school district administration may develop appropriate user notification forms, guidelines, and procedures necessary to implement this policy for submission to the school board for approval. Upon approval by the school board, such guidelines, forms, and procedures shall be an addendum to this policy.

B. The administration shall revise the user notifications, including student and parent notifications, if necessary, to reflect the adoption of these guidelines and procedures.

C. The school district Internet policies and procedures are available for review by all parents, guardians, staff, and members of the community.

D. Because of the rapid changes in the development of the Internet, the school board shall conduct an annual review of this policy.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act
Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. § 124D.166 (Limit on Screen Time for Children in Preschool and Kindergarten)
Minn. Stat. § 125B.15 (Internet Access for Students)
Minn. Stat. § 125B.26 (Telecommunications/Internet Access Equity Act)
15 U.S.C. § 6501 *et seq.* (Children's Online Privacy Protection Act)
17 U.S.C. § 101 *et seq.* (Copyrights)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
47 U.S.C. § 254 (Children's Internet Protection Act of 2000 (CIPA))
47 C.F.R. § 54.520 (FCC rules implementing CIPA)
Mahanoy Area Sch. Dist. v. B.L., 594 U.S. ___ , 141 S. Ct. 2038 (2021)
Tinker v. Des Moines Indep. Cmty. Sch. Dist., 393 U.S. 503 (1969)
United States v. Amer. Library Assoc., 539 U.S. 1942003)
Sagehorn v. Indep. Sch. Dist. No. 728, 122 F.Supp.2d 842 (D. Minn. 2015)
R.S. v. Minnewaska Area Sch. Dist. No. 2149, 894 F.Supp.2d 1128 (D. Minn. 2012)
Tatro v. Univ. of Minnesota, 800 N.W.2d 811 (Minn. App. 2011), aff'd on other grounds 816 N.W.2d 509 (Minn. 2012)
S.J.W. v. Lee's Summit R-7 Sch. Dist., 696 F.3d 771 (8th Cir. 2012)
Parents, Families and Friends of Lesbians and Gays, Inc. v. Camdenton R-III Sch. Dist., 853 F.Supp.2d 888 (W.D. Mo. 2012)
M.T. v. Cent. York Sch. Dist., 937 A.2d 538 (Pa. Commw. Ct. 2007)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 519 (Interviews of Students by Outside Agencies)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
MSBA/MASA Model Policy 522 (Title IX Sex Nondiscrimination Grievance Procedures and Process)
MSBA/MASA Model Policy 603 (Curriculum Development)
MSBA/MASA Model Policy 604 (Instructional Curriculum)
MSBA/MASA Model Policy 606 (Textbooks and Instructional Materials)
MSBA/MASA Model Policy 806 (Crisis Management Policy)
MSBA/MASA Model Policy 904 (Distribution of Materials on School District Property by Nonschool Persons)

3187 USE POLICY FOR INTERNET ACCESS

A. Purpose

The purpose of this policy is to set forth policies and guidelines for access to the Duluth Public Schools' computer system and responsible and safe use of the Internet, including electronic communications.

B. General Statement of Policy

In making decisions regarding student and employee access to the Duluth Public Schools' computer system and the Internet, including electronic communications, the school district considers its own stated educational mission, goals, and objectives. Electronic information research skills are now fundamental to preparation of citizens and future employees. Access to the school district computer system and to the Internet enables students and employees to explore thousands of libraries, databases, blogs, and other resources while exchanging messages with people around the world. The school district expects that faculty will promote responsible use of the school district computer system and the Internet throughout the curriculum and will provide guidance and instruction to students in their use.

C. Limited Forum for District's Educational Use

The Duluth Public Schools is providing students and employees with access to the school district computer system, which includes Internet access. The purpose of the system is more specific than providing students and employees with general access to the Internet. The school district system has a limited educational purpose, which includes use of the system for classroom activities, educational research, and professional or career development activities. Users are expected to use Internet access through the district system to further educational and personal goals consistent with the mission of the school district and school policies. Uses which might be acceptable on a user's private personal account on another system may not be acceptable on this limited-purpose network.

D. Use of System is a Privilege

The use of the Duluth Public Schools' system and access to use of the Internet is a privilege, not a right. Depending on the nature and degree of the violation and the number of previous violations, unacceptable use of the school district system or the Internet may result in one or more of the following consequences: suspension or cancellation of use or access privileges; payments for damages and repairs; discipline under other appropriate school district policies, including suspension, expulsion, exclusion or termination of employment; or civil or criminal liability under other applicable laws.

Guidelines for Internet Access use are contained in Regulation 3187R.

Internet Safety

A. Introduction

It is the policy of the Duluth Public Schools to:

(1) prevent user access over its computer network to, or transmission of, inappropriate material via Internet, electronic mail, or other forms of direct electronic communications;

(2) prevent unauthorized access and other unlawful online activity;
(3) prevent unauthorized online disclosure, use, or dissemination of personal identification information of minors;
(4) educate minors about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyberbullying awareness and response; and
(5) comply with the Children's Internet Protection Act [Pub. L. No. 106-554 and 47 USC 254(h)] and Protecting the children in the 21st Century Act.

B. Definitions

Key terms are as defined in the Children's Internet Protection Act.

C. Access to Inappropriate Material

To the extent practical, technology protection measures (or "Internet filters") shall be used to block or filter Internet. Specifically, as required by the Children's Internet Protection Act, blocking shall be applied to visual depictions that are deemed obscene, child pornography, or harmful to minors.
Specifically, as required by the Children's Internet Protection Act, blocking shall be applied to visual depictions of material deemed obscene or child pornography, or to any material deemed harmful to minors.
Subject to staff supervision, technology protection measures may be disabled or, in the case of minors, minimized only for bona fide research or other lawful purposes.

D. Inappropriate Network Usage

To the extent practical, steps shall be taken to promote the safety and security of users of the Duluth Public Schools online computer network when using electronic mail, blogs, instant messaging, and other forms of direct electronic communications.
Specifically, as required by the Children's Internet Protection Act, prevention of inappropriate network usage includes:

(1) unauthorized access, including so-called 'hacking,' and other unlawful activities; and
(2) unauthorized disclosure, use, and dissemination of personal identification information regarding minors.

E. Supervision and Monitoring

It shall be the responsibility of all members of the Duluth Public Schools staff to supervise and monitor usage of the online computer network and access to the Internet in accordance with this policy and the Children's Internet protection Act.

Procedures for the disabling or otherwise modifying any technology protection measures shall be the responsibility of the Technology Department or designated representatives.

F. CIPA definitions of terms:

TECHNOLOGY PROTECTION MEASURE. The term "technology protection measure" means a specific technology that blocks or filters Internet access to visual depictions that are:

(1) OBSCENE, as that term is defined in section 1460 of title 18, United States Code;
(2) CHILD PORNOGRAPHY, as that term is defined in section 2256 of title 18, United

States Code; or

(3) HARMFUL TO MINORS. The term "harmful to minors" means any picture, image, graphic image file, or other visual depiction that:

(a). Taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion;

(b). Depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and

(c). Taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.

4. SEXUAL ACT; SEXUAL CONTACT. The terms "sexual act" and "sexual contact" have the meanings given such terms in section 2246 of title 18, United States Code.

REFERENCES: Children's Internet Protection Act
Protecting Children in the 21st Century Act

Legal References: 15 U.S.C. § 6501 *et seq.* (Children's Online Privacy Protection Act)
17 U.S.C. § 101 *et seq.* (Copyrights)
20 U.S.C. § 6751 *et seq.* (Enhancing Education through Technology Act of 2001)
47 U.S.C. § 254 (Children's Internet Protection Act of 2000 (CIPA))
47 C.F.R. § 54.520 (FCC rules implementing CIPA)
Minn. Stat. § 125B.15 (Internet Access for Students)
Minn. Stat. § 125B.26 (Telecommunications/Internet Access Equity Act)
Tinker v. Des Moines Indep. Cmty. Sch. Dist., 393 U.S. 503, 89 S.Ct. 733,21 L.Ed.2d 731 (1969)
United States v. American Library Association, 539 U.S. 194, 123 S.Ct.2297, 56 L.Ed.2d 221 (2003)
Layshock v. Hermitage Sch. Dist., 412 F.Supp. 2d 502 (2006)
J.S. v. Bethlehem Area Sch. Dist., 807 A.2d 847 (Pa. 2002)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 519 (Interviews of Students by Outside Agencies)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
MSBA/MASA Model Policy 522 (Student Sex Nondiscrimination)
MSBA/MASA Model Policy 603 (Curriculum Development)
MSBA/MASA Model Policy 604 (Instructional Curriculum)
MSBA/MASA Model Policy 606 (Textbooks and Instructional Materials)
MSBA/MASA Model Policy 806 (Crisis Management Policy)
MSBA/MASA Model Policy 904 (Distribution of Materials on School District Property by Nonschool Persons)

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06-12-2007
05-13-2008
04-02-2012
06-19-2012 ISD 709

404 EMPLOYMENT BACKGROUND CHECKS

I. PURPOSE

The purpose of this policy is to maintain a safe and healthful environment in the school district in order to promote the physical, social, and psychological well-being of its students. To that end, the school district will seek a criminal history background check for applicants who receive an offer of employment with the school district and on all individuals, except enrolled student volunteers, who are offered the opportunity to provide athletic coaching services or other extracurricular academic coaching services to the school district, regardless of whether any compensation is paid, or such other background checks as provided by this policy. The school district may also elect to do background checks of other volunteers, independent contractors, and student employees in the school district.

II. GENERAL STATEMENT OF POLICY

A. The school district shall require that applicants for school district positions who receive an offer of employment and all individuals, except enrolled student volunteers, who are offered the opportunity to provide athletic coaching services or other extracurricular academic coaching services to the school district, regardless of whether any compensation is paid, submit to a criminal history background check. The offer of employment or the opportunity to provide services shall be conditioned upon a determination by the school district that an individual's criminal history does not preclude the individual from employment with, or provision of services to, the school district.

B. The school district specifically reserves any and all rights it may have to conduct background checks regarding current employees, applicants, or service providers without the consent of such individuals.

C. Adherence to this policy by the school district shall in no way limit the school district's right to require additional information, or to use procedures currently in place or other procedures to gain additional background information concerning employees, applicants, volunteers, service providers, independent contractors, and student employees.

III. PROCEDURES

A. Normally an individual will not commence employment or provide services until the school district receives the results of the criminal history background check. The school district may conditionally hire an applicant or allow an individual to provide services pending completion of the background check, but shall notify the individual that the individual's employment or opportunity to provide services may be terminated based on the result of the background check. Background checks will be performed by the Minnesota Bureau of Criminal Apprehension (BCA). The BCA shall conduct the background check by retrieving criminal history data as defined in Minn. Stat. § 13.87. The school district reserves the right to also have criminal history background checks conducted by other organizations or agencies including conducting a search history from the Minnesota Public Criminal History web site, the

National Sex Offender Registry and the Minnesota Meth Offender Registry. These searches will be conducted prior to an employee's start date. Other states public record web sites will be used when appropriate.

B. In order for an individual to be eligible for employment or to provide athletic coaching services or other extracurricular academic coaching services to the school district, except for an enrolled student volunteer, the individual must sign a criminal history consent form, which provides permission for the school district to conduct a criminal history background check, and provide a money order or check payable to either the BCA or to the school district, at the election of the school district, in an amount equal to the actual cost to the BCA and the school district of conducting the criminal history background check. The cost of the criminal history background check is the responsibility of the individual, unless the school district decides to pay the costs for a volunteer, an independent contractor, or a student employee. If the individual fails to provide the school district with a signed Informed Consent Form and fee at the time the individual receives a job offer, or permission to provide services, the individual will be considered to have voluntarily withdrawn the application for employment or request to provide services.

C. The school district, in its discretion, may elect not to request a criminal history background check on an individual who holds an initial entrance license issued by the state board of teaching or the commissioner of education within the 12 months preceding an offer of employment or permission to provide services.

D. The school district may use the results of a criminal background check conducted at the request of another school hiring authority if:

1. the results of the criminal background check are on file with the other school hiring authority or otherwise accessible;

2. the other school hiring authority conducted a criminal background check within the previous 12 months;

3. the individual executes a written consent form giving the school district access to the results of the check; and

4. there is no reason to believe that the individual has committed an act subsequent to the check that would disqualify the individual for employment or provision of services.

E. For all nonstate residents who are offered employment with or the opportunity to provide athletic coaching services or other extracurricular academic coaching services to the school district, the school district shall request a criminal history background check on such individuals from the superintendent of the BCA and from the government agency performing the same function in the resident state or, if no government entity performs the same function in the resident state, from the Federal Bureau of Investigation. The offer of employment or the opportunity to provide services shall be conditioned upon a determination by the school district that an individual's criminal history does not preclude the individual from employment with, or provision of services to, the school district. Such individuals must provide an executed criminal history consent form.

F. When required, individuals must provide fingerprints to assist in a criminal history background check. If the fingerprints provided by the individual are unusable, the individual will be required to submit another set of prints.

G. Copies of this policy shall be available in the school district's employment office and will be distributed to applicants for employment and individuals who are offered the opportunity to provide athletic coaching services or other extracurricular academic coaching services upon request. The need to submit to a criminal history background check may be included with the basic criteria for employment or provision of services in the position posting and position advertisements.

H. The individual will be informed of the results of the criminal background check(s) to the extent required by law.

I. If the criminal history background check precludes employment with, or provision of services to, the school district, the individual will be so advised.

J. The school district may apply these procedures to other volunteers, independent contractors, or student employees.

K. At the beginning of each school year or when a student enrolls, the school district will notify parents and guardians about this policy and identify those positions subject to a background check and the extent of the school district's discretion in requiring a background check. The school district may include this notice in its student handbook, a school policy guide, or other similar communication.

IV. CRIMINAL HISTORY CONSENT FORM

A form to obtain consent for a criminal history background check is included with this policy.

Legal References: Minn. Stat. § 13.04, Subd. 4 (Inaccurate or Incomplete Data)
Minn. Stat. § 13.87, Subd. 1 (Criminal History Data)
Minn. Stat. § 123B.03 (Background Check)
Minn. Stat. §§ 299C.60-299C.64 (Minnesota Child Protection Background Check Act)
Minn. Stat. § 364.09(b) (Exception for School Districts)

Cross References:

New:
Replacing: Policy 4042, and 4042R
First Reading: 02-26-19
Adopted: 5-21-19

~~3187~~ 524R INTERNET USE REGULATIONS

These regulations pertain to the use of District and personal technology resources while on school property, in school vehicles and at school-sponsored activities, as well as the use of District technology resources via off-campus access.

A. Appropriate Use of Technology Resources for Students

(1) Introduction

The Duluth Public Schools is pleased to offer students access to District computers, communications systems[1], the Internet and an array of technology resources to promote educational excellence. Each student is responsible for his/her use of technology, whether personal or District-provided. While using District and personal technology resources on school property, in school vehicles and at school-sponsored activities, as well as using District technology resources via off-campus access, each student must act in an appropriate manner consistent with school, District, and legal guidelines in this limited forum. It is the joint responsibility of school personnel and the parent or guardian of each student to educate the student about his/her responsibilities and to establish expectations when using technology.

(2) Using the Internet and Communications Systems[1]

District technology resources are provided to students to conduct research, complete assignments, and communicate with others in furtherance of their education.

(a) Access is a privilege not a right; as such, general rules of school behavior apply.
(b) Access to these services is given to students who agree to act in a considerate and responsible manner. Just as students are responsible for good behavior in a classroom or a school hallway, they must also be responsible when using school computer networks or personal technologies.
(c) Students must comply with District standards and honor this agreement to be permitted the use of technology.
(d) All digital storage that is provided by the District is District property, and as such, authorized district employees may review files and communications to maintain system integrity and ensure that students are using technology responsibly.
(e) Students should not expect District provided file storage will be private.
(f) The educational value of technology integration in curriculum is substantial. Access to the Internet will enable students to use extensive online informational resources.
(g) Families should be warned that some material accessible via the Internet might contain items that are illegal, defamatory, inaccurate, profane, sexually oriented or potentially offensive to some people. While the intent is to make Internet access available to further educational goals and objectives, students may find ways to access these other materials as well. The Duluth Public Schools does not condone or permit the use of this material and uses content filtering software to protect students to the extent reasonable.
(h) Parents and guardians must be aware that content filtering software is not completely fail-safe and while at school, direct supervision by school personnel of each student using a computer is desired but not always possible.
(i) Students are expected to use technology resources in a manner consistent with the rules below and will be held responsible for their intentional misuse.
(j) The Duluth Public Schools believes that the benefits of student access to the Internet in the form of information resources and opportunities for collaboration exceed any disadvantages.
(k) Ultimately, parents and/or guardians are responsible for setting and conveying

the standards that their children should follow when using technology. If a student accidentally accesses inappropriate material they should back out of that information at once and notify the supervising district employee.

(l) When on district property or at a district sponsored event personal technologies must use district provided internet.

(3) Proper and Acceptable Use of All Technology Resources

All District technology resources, including but not limited to District computers, communications systems[1] and the Internet, must be used in support of education and academic research and must be used in a manner consistent with the educational mission and objectives of the Duluth Public Schools.

Activities that are permitted and encouraged include:

(a) school work;
(b) original creation and presentation of academic work;
(c) research on topics being studied in school;
(d) research for opportunities outside of school related to community service, employment or further education consistent with District requirements

Activities that are not permitted when using District or personal technologies include but are not limited to:

(a) plagiarism or representing the work of others as one's own;
(b) any activity that violates a school rule or a local, state, federal, or copyright law;
(c) using obscene language; harassing, insulting, ostracizing, cyber bullying or intimidating others;
(d) representing Copyright ©, Registered ®, and/or Trademark ™ materials as one's own work;
(e) searching, viewing, communicating, publishing, downloading, storing, or retrieving materials that are not related to school work, community service, employment, or further education (thus, searching inappropriate materials is not permitted);
(f) damaging or modifying computers, networks or District-installed software;
(g) intentional or neglectful transmission of viruses or other destructive computer files; hacking into District or external technology systems; intentionally bypassing District filters;
(h) use of USB, bootable CDs, or other devices to alter the function of a computer or a network;
(i) subscription to any online services or ordering of any goods or services;
(j) online sharing of any student's or staff member's name, home address, phone number or other personal information;
(k) non-educational uses such as games, role-playing multi-user environments, gambling, junk mail, chain mail, jokes or raffles;
(l) non-district supported participation in online Web 2.0 tools including but not limited to texting and social media unless specifically assigned by a district employee;
(m) use of District resources for commercial purposes, personal financial gain, or fraud, including but not limited to any activity that requires an exchange of money and/or credit card numbers, any activity that requires entry into an area of service for which the school will be charged a fee, any purchase or sale of any kind; and any use for product advertisement or political lobbying;
(n) pornographic, obscene, or vulgar images, sounds, music, video, language or materials, including screen savers, backdrops, and/or pictures, are prohibited
(o) downloading, uploading, or importing games, screen animations as well as

programs or files that can be run or launched.

(p) Illegal use or transfer of copyrighted materials to a school-owned technology device is prohibited
(q) File sharing unless District approved.
(r) Adding, modifying or deleting files, except in the student's 'directory' or 'home directory,' are prohibited.
(s) Putting non-school related material (files) on school district technology devices is prohibited.
(t) Altering/modifying the original District pre-set software image is prohibited. Examples include, but are not limited to:

1. loading/installing any software applications
2. changing the desktop picture
3. changing the computer name
4. changing or removing operating system extensions
5. altering security software
6. altering the pre-loaded operating system or applications
7. taking apart the computer for access to internal parts

Students are expected to report harassment, threats, hate-speech and inappropriate content to a teacher or administrator. If a student has any questions about whether a specific activity is permitted, he or she should ask a districted employee.

(4) Online Assessments

Student assessments may be conducted using technologies such as the Internet or audience response systems. Normally, students will use these technologies as a part of their instructional day. Privacy and security, as defined above, along with confidentiality of assessment responses, are expected.

(5) Vandalism

Any intentional act by a student that damages District technology hardware, software, operating systems, data, or services will be considered vandalism and will be subject to school rules and disciplinary procedures. Any intentional act that requires a person's time to repair, replace, or perform corrective work on District technologies or data is also considered vandalism.

(6) Consequences of Misuse

(a) Misuse of personal² or District technology resources while on school property, in school vehicles and at school-sponsored activities, as well as the use of District technology resources via off-campus access may result in disciplinary action up to and including expulsion.
(b) This regulation shall be used in conjunction with Duluth Public Schools' student policies. In addition, the student's use of District technologies may be suspended or restricted.
(c) A school may temporarily hold (pending parental and/or same-day pick up) personal technology resources that are used inappropriately.
(d) Individual schools may choose to have additional rules and regulations pertaining to the use of personal, resources in their respective buildings.
(e) Intentional unauthorized access and/or damage to hardware, software, operating systems, data; or services may be punishable under local, state, or federal law.

(7) Student Access

Parents or guardians who do not wish their children to access the Internet must return the ***"Student Internet Permission Form"*** to their children's schools by the date indicated on the form. These forms will be distributed to all households with the Back-to-School information in August prior to the start of the school year.

(8) Student Photographs and Works Displayed on the Internet

Parents or guardians who do not wish their children's pictures or their children's student work to be displayed on the Internet must return the "Request To Deny Public Access To Directory Information and Annual Notification Of Rights Under the Family Education Rights And Privacy Act (FERPA)" form to their children's schools by the date indicated on the form. These forms will be distributed to all households with the Back-to-School information in August prior to the start of the school year.

B. Appropriate Use of Technology Resources for Staff

Employees of Duluth Public Schools are granted the privilege of using technology only in an authorized and acceptable manner. Generally, a use is unacceptable if it conflicts with Duluth Public Schools or the individual department's purpose, goal, or mission, or interferes with an employee's authorized job duties or responsibilities as determined by his/her immediate supervisor. For purposes of this policy, the term "staff" includes permanent and temporary personnel, substitutes, contract personnel, hourly non-contract personnel, student teachers, volunteers, and outside agency personnel allowed use of District technology access.

Administration reserves the right to archive, monitor, review, and audit an employee's use of technology at any time. By using technology, the user consents to this monitoring.

(1) Proper and Acceptable Use of All Technology Resources

Examples of acceptable uses include, but are not limited to, the following types of communication:

(a) for educational purposes;
(b) with students, staff, parents, and other customers of the District;
(c) with federal, state, and local government personnel or agencies, and private businesses with which the School District conducts business;
(d) for professional development;
(e) for administrative purposes;
(f) limited and judicious use of technology for personal use so long as the use is not unacceptable use or violation of School Board policy or the law, and work productivity is not impacted. Employees are to use technology for personal use during designated break time or before/after scheduled work hours;
(g) limited and judicious use of technology for union business. Prior authorization is required from the Department of Human Resources or Superintendent.

Activities that are not permitted when using District or personal technologies include but are not limited to:

(a) excessive personal use of technology. Personal use will be deemed excessive if, in

the opinion of an employee's immediate supervisor, the use detracts from the individual employee's or the department's productivity;

(b) communicating to promote personal business ventures (e.g., advertise, promote, or attempt to sell any product, investment, insurance, or other financial proposition) or solicit funds for personal business, political, religious, or other personal causes;

(c) communicating for illegal purposes including, but not limited to: political lobbying, violating copyright laws, downloading, copying, or using unauthorized software (including screensavers), creating or knowingly spreading viruses, impersonating another user, or accessing restricted systems;

(d) interfering with or disrupting network users, services, or equipment including, but not limited to: creating or forwarding chain letters, subscribing to any form of personal mailing list; damaging equipment, accessing a system (including using another user id and/or password) without authorization, altering software settings such operating system configurations (except for wallpaper, default colors, and other standard desktop customization settings), or destroying communications systems or electronic files;

(e) accessing or distributing any communication which may constitute or contain intimidating, hostile, pornographic, offensive or discriminatory material on the basis or sex, race, color, religion, nation origin, sexual orientation or disability;

(2) Social Media Networks

The District recognizes the importance of online social media networks as a communication and e-learning tool. Toward that end, the District provides access to password-protected social media tools and District-approved technologies for e-learning and encourages use of District tools for collaboration by employees. However, public social media networks, outside of those sponsored by the District, may not be used for classroom instruction or school-sponsored activities without the prior authorization of the Superintendent, or designee, and parental consent for student participation on social networks. The District may use these tools and other communication technologies in fulfilling its responsibility for effectively communicating with the general public.

The District recommends Google Apps as its password protected social medial tool for educational use. The District has greater authority and responsibility to protect minors from inappropriate content and can limit public access within this limited public forum.

All social networking must be conducted using district-approved and/or provided and password-protected social media tools and technologies for e-learning. The District prohibits social networking relationships on non-district approved networks between employees in their roles as employees and students as well as between employees and alumni under the age of 18. The District does not discourage staff from having social networking relationships with students who are family members. "Family members" include the immediate family of a staff member, spouse, or registered domestic partner and shall include father, mother, brother, sister, husband, wife, child, grandparent, aunt, uncle, niece, nephew, brother-in-law, sister-in-law, daughter-in-law, sister-in-law, and grandchild. Teachers are reminded of their responsibility to abide by the professional code of ethics at all times, including during the use of social networking sites. Employees have responsibility for maintaining appropriate employee-student relationships at all times and have responsibility for addressing inappropriate behavior or activity.

(3) Consequences of Misuse

(a) Misuse of personal or District technology resources while on school property, in school vehicles and at school-sponsored activities, as well as the use of District technology

resources via off-campus remote access may result in disciplinary action up to and including termination.

(b) Intentional unauthorized access and/or damage to networks, servers, user accounts, passwords, or other District resources may be punishable under local, state, or federal law.

C. Privacy and Security

Students and staff must use District technologies responsibly and in a secure manner. They must not share their logins, passwords, or access with others. By using technology, staff is agreeing to, and understands, it is their responsibility to protect employee and/or student information accessed through the Financial/Human Resources information system and/or student information system, and will not release the data to any unauthorized employees or outside agencies.

D. Reliability and Limitation of Liability

(a) The Duluth Public Schools makes no warranties of any kind, expressed or implied, for the technology resources it provides to students and staff.

(b) The Duluth Public Schools will not be responsible for any damages suffered by the student, including those arising from non-deliveries, mis-deliveries, service interruptions, unauthorized use, loss of data, and exposure to potentially harmful or inappropriate material or people. This applies to personal use of technology by students and staff.

(c) Use of any information obtained via the Internet or communications technologies is at the student's or staff's own risk.

(d) The Duluth Public Schools specifically denies any responsibility for the accuracy or quality of information obtained through the Internet.

(e) The student and his/her parent/guardian will indemnify and hold the Duluth Public Schools harmless from any losses sustained as the result of misuse of the District's technology resources by the student.

[1](Communication systems include e-mail, web social media, phones, pagers, text messaging, instant messaging, blogging, podcasting, listservs, and/or other emerging technologies).

[2](Personal technologies include but are not limited to cell phones, digital and image devices, handheld electronic devices, two-way radios, and/or other emerging technologies).

References: MSBA/MASA Model Policy 524

Duluth School District Policy 5085 (School Discipline Policy)
Duluth School District Policy ~~3090~~ 3190 (Copyright Policy)
Duluth School District Policy 4025 (Standards of Conduct for Personnel)
~~Duluth School District Policy 3187 (Use Policy for Technology and Internet Access)~~
Boulder (Colorado) School District Acceptable Internet Use Policy
Henrico (Virginia) County Public Schools Acceptable Use Policy
E-rate Central
Children's Internet Protection Act
Protecting Children in the 21st Century Act

Adopted:	12-16-1997 ISD 709	
Revised:	07-21-1998	11-20-2007
	09-21-1999	05-04-2010
	02-15-2000	09-20-2011
	06-19-2001	04-02-2012
	02-19-2002	05-24-2012

04-20-2004 06-19-2012
06-12-2007 04-23-2013 ISD 709
Renumbered: 08-22-2022

Consent Agenda - Regular School Board Meeting
Duluth Public Schools, ISD 709
Agenda
Tuesday, August 16, 2022
Duluth East High School
301 N 40th Ave E
Duluth, MN 55804
6:30 PM

1. **Consent Agenda**
   A. **Approval of Minutes from Past School Board Meetings**
      1) Regular School Board Meeting - July 19, 2022 3
      2) Special School Board Meeting Re: Property Sale - August 8, 2022 7
   B. **Approval of Action Items**
      1) Human Resources
         a. Staffing Report
         b. Other Action Items
            (1) Job Description for Executive Director of Finance and Business Services
            (2) Job Description for Executive Director of Human Resources and Operations
            (3) Approval of Individual Interim Contract for Executive Director of Finance and Business Services, Simone Zunich - PLACEHOLDER - Attachment pending
            (4) Approval of Individual Interim Contract for Executive Director of Human Resources and Operations, Theresa Severance - PLACEHOLDER - Attachment pending
      2) Finance
         a. Approval of Interim Executive Director of Human Resources and Operations, Theresa Severance, to approve invoices for HR not to exceed $25,000, an increase from $5,000
         b. Approval of Assistant Superintendent, Anthony Bonds, to approve TLE/Curriculum invoices and purchases not to exceed $50,000, an increase from $25,000
         c. Approval of Interim Executive Director of Finance and Business Services, Simone Zunich, to approve and sign contracts not to exceed $100,000, an increase from $1,000
         d. Financial Report - Will be provided after FY22 Audit is complete
         e. Bids, RFPs and Quotes - None
         f. Contracts, Change Orders, Leases
            (1) Contract - Duluth Area Family YMCA Proposal for ISD 709 ESSER Funds
            (2) Lease - Northwoods Merritt Creek 2022-2025
      3) Items Brought Forward From the Monthly Committee of the Whole Meeting
         a. Approval of Resolution of Concurrence & Non-Concurrence

4) Other
   a. Diploma Requests 8
   b. Field Trip Requests - None
   c. Data Sharing Agreements - None

C. **Approval of Policy Readings**
1) First Readings - None
2) Second Readings
   a. Policy 208 - Development, Adoption, and Implementation of Policies
   b. Policy 209 - Code of Ethics
3) Policies for Immediate Adoption
   a. Policy 210 - Conflict of Interest - School Board Members (*Replacing Policy 8045)*
   b. Policy 416 - Drug and Alcohol Testing (*Replacing policies 4035 & 4050)*
   c. Policy 418 - Drug-Free Workplace/Drug-Free School *(Replacing Policy 4036)*
   d. Policy 524 - Internet Acceptable Use and Safety Policy *(Replacing Policy 3187)*
4) Policies for Annual Review
   a. Policy 404 - Employment Background Checks
5) Regulations - Informational
   a. 524R Internet Regulations *(Replacing 3187R - renumbering only)*

D. **Approval of Committee Reports**
By approving Committee Reports, the board acknowledges and approves all informational and action items represented in the Regular School Board Meeting Report of each committee.
1) Monthly Committee of the Whole - August 4, 2022 13
2) Policy Committee - August 4, 2022 60
3) Human Resources/Finance Committee - August 8, 2022 168

Minutes of the Regular School Board Meeting

Of the School Board of Independent School District No. 709 held at: Duluth East High School Media Center, 301 North Fortieth Avenue East, Duluth, Minnesota 55804, on

Tuesday, July 19, 2022

Members Present	Others Present:
Kelly Durick Eder arrived at 6:34 p.m.	John Magas, Superintendent
David Kirby	Patty Paquette, Secretary
Rosie Loeffler-Kemp	
Jill Lofald	Absent:
Alanna Oswald	Sariyah Crawford (Denfeld)
Amber Sadowski	Ailee Naus (East)
Paul Sandholm	

- Chair Lofald called the Regular School Board meeting July 19, 2022 to order at 6:31 p.m.

M-Sandholm, S-Durick Eder, to amend the agenda to remove HR-7-22-3905 DWIAA Union Contract. Upon a vote, the same was approved – unanimously.

M-Loeffler-Kemp, S-Sadowski, to approve the agenda as amended. Upon a vote, the same was approved –unanimously.

School and Community Recognition
July 2022
***

Assistant Superintendent Bonds presented the School and Community Recognition

Public Comments
July 2022
*****

Jen LaBelle spoke to the School Board regarding contract negotiations.

Communications, Petitions, Etc.
July 2022
****

Chair Lofald stated that there were no communications received.

Superintendent's Report
July 2022
****

Member Sadowski read Sariyah Crawford's Denfeld Student Representative report.
Member Kirby read Ailee Naus' East Student Representative report.

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

- COVID Planning Update
- Board Work Session Update
- Strategic Planning Update
- Welcome Back Unity Celebration
- Free and Reduced Lunch Reminder

Monthly Committee of the Whole Report
July 2022
****

Assistant Superintendent Bonds, presented the Committee of the Whole report which was available electronically to each school board member.

Human Resources/Business Services Committee Report
July 2022
****

Member Durick Eder presented the Human Resources/Finance Committee report which was available electronically to each school board member.

General Board Committee Updates
July 2022
****

Chair Lofald shared AMSD is offering a training on August 10, 2022 titled The Long Now: Considering the Big Picture of Education Transformation.

Consent Agenda
July 2022
****

M-Durick Eder, S-Sandholm – to approve the Consent Agenda. Upon a vote on the consent agenda, the same was approved – unanimously.

Resolutions from Committee Reports
July 2022
****

HR-7-22-3892 – Approval of Date Correction – NCBAA Union Contract Approval of NCBAA Collective Bargaining Agreement.

M-Durick Eder, S-Sadowski to approve HR-7-22-3892 Approval of Date Correction - NCBAA Collective Bargaining Agreement. Upon a vote, the same was approved – unanimously.

HR-7-22-3894 Approval of Date Correction - Directors Bargaining Agreement.

M-Kirby, S-Durick Eder to approve HR-7-22-3894 Approval of Date Correction - Directors Bargaining Agreement. Upon a vote, the same was approved – unanimously.

B-7-22-3903 – Acceptance of Grant Awards to Duluth Public Schools.

M-Loeffler-Kemp, S-Lofald to approve B-7-22-3903 Acceptance of Grant Awards to Duluth Public Schools. Upon a vote, the same was approved – unanimously.

HR-7-22-3904 -Approval of EEA Union Contract.

M-Lofald, S-Loffler-Kemp to approve HR-7-22-3904 Approval of EEA Union Contract. Upon a vote, the same was approved – unanimously.

HR-7-22-3906 Approval of Clerical Union Contract.

M-Oswald, S-Sandholm to approve HR-7-22-3906 Approval of Clerical Union Contract. Upon a vote, the same was approved – unanimously.

B-7-22-3907 Approval of Resolution Authorizing a Development Agreement with the City of Duluth Regarding Central on the Hill Property.

M-Sadowski, S-Oswald to approve B-7-22-3907 Approval of Resolution Authorizing a Development Agreement with the City of Duluth Regarding Central on the Hill Property. Upon a vote, the same was approved – unanimously.

B-7-22-3908 Approval of FY24 Long-Term Facilities Maintenance (LTFM) Ten-Year Plan.

M-Sandholm, S-Loeffler-Kemp to approve B-7-22-3908 Approval of FY24 Long-Term Facilities Maintenance (LTFM) Ten-Year Plan. Upon a vote, the same was approved – unanimously.

B-7-22-3909 Approval of FY23 Commercial Insurance Renewal.

M-Oswald, S-Sadowski to approve B-7-22-3909 Approval of FY23 Commercial Insurance Renewal. Upon a vote, the same was approved – unanimously.

Special Resolutions/Other Action Items
July 2022
****

None

Other
July 2022
****

None

M-Durick Eder, S-Oswald to adjourn the meeting. Upon a vote, the same was approved unanimously.

- Chair Lofald adjourned the Regular School Board Meeting of July 19, 2022 at 7:53 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 Rd., Suite 108, Duluth, Minnesota 55811, on

Monday, August 8, 2022

Members Present:	Others Present:
Kelly Durick Eder	John Magas, Superintendent
David Kirby	Patty Paquette, Secretary
Rosie Loeffler-Kemp	
Jill Lofald	
Alanna Oswald	Members Absent:
Amber Sadowski	Paul Sandholm

- Chair Lofald called the Special School Board meeting of August 8, 2022 to order at 4:04 p.m.

Chair Lofald read the following statement:

The next item on the agenda is a closed session that will allow the School Board to develop or consider offers or counteroffers for the purchase or sale of real or personal. The property that will be discussed is the Central High School/STC site, 800 East Central Entrance, in Duluth, Minnesota. The Open Meeting Law, Minnesota Statute section 13D.05, subdivision 3(c)(3), states that the School Board may close a meeting to develop or consider offers or counteroffers for the purchase or sale of real or personal property to be sold. Accordingly, pursuant to the law I have cited, I will hereby entertain a motion that this meeting closed.

M-Oswald, S- Kirby, to move into a closed session. Upon a vote, the same was approved – 6-0.

Recess to Closed Session at 4:10 p.m.

Reconvene to Open Session at 5:38 p.m.

M-Lofald, S- Oswald to approve resolution B-8-8-3911 Authorizing the sale of a portion of the Central High School Campus and Adjacent Properties. Upon a vote, the same was approved – 6-0.

M-Oswald , S-Durick Eder, to adjourn the meeting. Upon a vote, the same was approved – 6-0.

- Chair Lofald adjourned the Special School Board Meeting of August 8, 2022 at 5:40 p.m.

MEMORANDUM

TO: Curriculum Dept.

FROM: Angie Frank, Adult Diploma Program

SUBJECT: High School Diploma

DATE: 7/21/2022

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:

Dane Torgerson

7/21/2022

August 10, 2022

Anthony Bonds, Assistant Superintendent
Independent School District 709
215 N 1st Ave E
Duluth MN 55802

Dear Mr. Bonds:

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

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Anna R Johnson	**Duluth Public Schools**	**8/10 /2022**

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

Nathan Glockle
Principal

Kathleen Wilson
Area Learning Center

August 10, 2022

Anthony Bonds, Assistant Superintendent
Independent School District 709
215 N 1st Ave E
Duluth MN 55802

Dear Mr. Bonds:

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

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Julia R Klassen	**Duluth Public Schools**	**8/10/2022**

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

Nathan Glockle
Principal

Kathleen Wilson
Area Learning Center

August 3, 2022

Anthony Bonds, Assistant Superintendent
Independent School District 709
215 N 1st Ave E
Duluth MN 55802

Dear Mr. Bonds:

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

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Kaliya S Bowman	**Duluth Public Schools**	**8/17/2022**

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

Nathan Glockle
Principal

Kathleen Wilson
Area Learning Center

July 21, 2022

Anthony Bonds, Assistant Superintendent
Independent School District 709
215 N 1st Ave E
Duluth MN 55802

Dear Mr. Bonds:

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

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Brian J Lahti	**Duluth Public Schools**	**7/19/2022**

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

Nathan Glockle
Principal

Kathleen Wilson
Area Learning Center

Monthly Committee of the Whole Board Meeting
Duluth Public Schools, ISD 709
Agenda
Thursday, August 4, 2022
UnitedHealth Group Building
4316 Rice Lake Road
Suite 108
Duluth, MN 55811
4:30 PM

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **AGENDA ITEMS**
   - A. Action Items - Consent Agenda
     - 1) Presentation Items Requiring Approval - None
     - 2) Resolutions - None
     - 3) Other Action Items - None
   - B. Informational Items
     - 1) Presentations
       - a. Lowell Traffic Issue Presentation 2
         St. Louis County Traffic Engineer, Victor Lund
       - b. YMCA Opportunity 25
         Sr. Vice President of Operation for Duluth YMCA, Jeramy Katchuba & Assistant Superintendent, Anthony Bonds
       - c. CRC (Conflict Resolution Center) Presentation 29
         Denfeld Principal, Tom Tusken
       - d. Headstart Corrective Action Plan/Management System 38
         Early Childhood/Head Start Coordinator, Sherry Williams
       - e. Community Education Update - Verbal
         Assistant Superintendent, Anthony Bonds and Executive Assistant for Comm. Ed Cindy McLeod
       - f. Safety Update - Verbal
         Assistant Superintendent, Anthony Bonds and Safety, Health & Environmental Coordinator Matt Johnson
       - g. Concurrence & Non-concurrence Response Presentation 45
         Assistant Superintendent, Anthony Bonds
   - C. Other - None
4. **ADJOURN**

Lowell Elementary Traffic Investigation



Victor Lund, PE
Traffic Engineer
St. Louis County
August 4, 2022

Rice Lake Road Traffic History – Lowell Elementary

Prior 1992

- All Lowell Elementary school related traffic accessed by Barnes Rd

1992

- Campus expansion added entrance on Rice Lake Rd

2004/2005

- St. Louis County completed a traffic and engineering investigation for a school zone speed limit. It was determined this was not justified.

2005

- St. Louis County changed the Rice Lake Rd cross-section to include dedicated turn lanes for the Lowell Elementary entrance.

Source: Rice Lake Road Corridor & Traffic Impact Study, July 2006, Duluth-Superior Metropolitan Interstate Council

Traffic Engineering Investigation – Sight Distance

- Available sight distance to school entrance
  - Northbound traffic = 625 ft
  - Southbound traffic = unrestricted
- Minimum recommendations for Intersection Sight Distance (left-turn from stop)
  - 45 mph → 500 ft Sufficient
  - 50 mph → 555 ft Sufficient
- Minimum recommendations for Stopping Sight Distance
  - 45 mph with 6% downslope → 400 ft Sufficient
  - 50 mph with 6% downslope → 474 ft Sufficient

Traffic Engineering Investigation – Crash History

2017-2021 Rice Lake Road Corridor Unsignalized Intersections Crash History

South

Intersection	Type	Fatal	Serious Injury	Minor Injury	Possible Injury	Property Damage	Total Crashes	Crashes/ Year	Severity Index
13th St	T			1		5	6	1.2	8
14th St	T						0	0	0
Ivy St	T					1	1	0.2	1
Marshall School	2T					2	2	0.4	2
Baylis St	T					1	1	0.2	1
Pecan Ave	T						0	0	0
Boulder Dr	T						0	0	0
Hickory St/Chinook Dr	+				1	2	3	0.6	4
Lowell Elementary	T				1	1	2	0.4	3
Barnes Rd	T						0	0	0
Public Safety Dr	T			17		1	1	0.2	1

389

North

Severity Index = (Fatal x 5) + (Serious Injury x 4) + (Minor Injury x 3) + (Possible Injury x 2) + (Property Damage Only x 1)

Traffic Engineering Investigation – Speed Study



Traffic Engineering Investigation – Speed Study

- Speed study conducted on Rice Lake Road for the 24 hr period beginning Monday, September 24, 2018 at 11:00 am and ending Tuesday, September 25, 2018 at 11:00 am.
- Posted speed limit = 45 mph

Northbound Traffic		**Southbound Traffic**	
Average Speed	41 mph	Average Speed	42 mph
85th Percentile Speed	47 mph	85th Percentile Speed	48 mph
10 mph Pace	41-50 mph	10 mph Pace	41-50 mph
Percent in Pace	67%	Percent in Pace	71%

Traffic Engineering Investigation – Speed Study

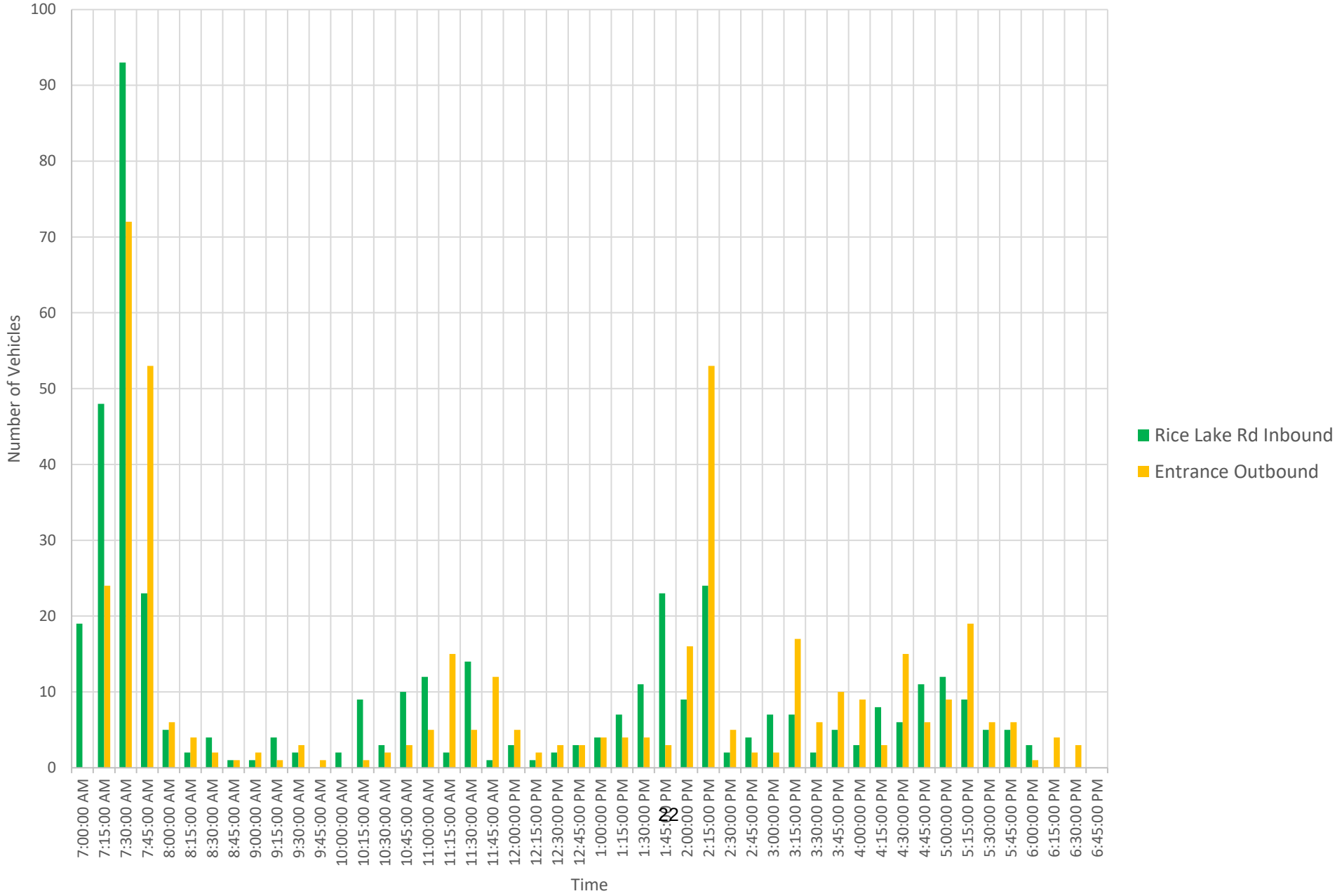
- A speed study was also conducted on Rice Lake Road on January 15-18, 2013 near the Lowell Elementary entrance.
- Posted speed limit = 45 mph

Both Directions	
Average Speed	41 mph
85th Percentile Speed	47 mph
10 mph Pace	39-49 mph
Percent in Pace	66%

Traffic Engineering Investigation – Traffic Volume

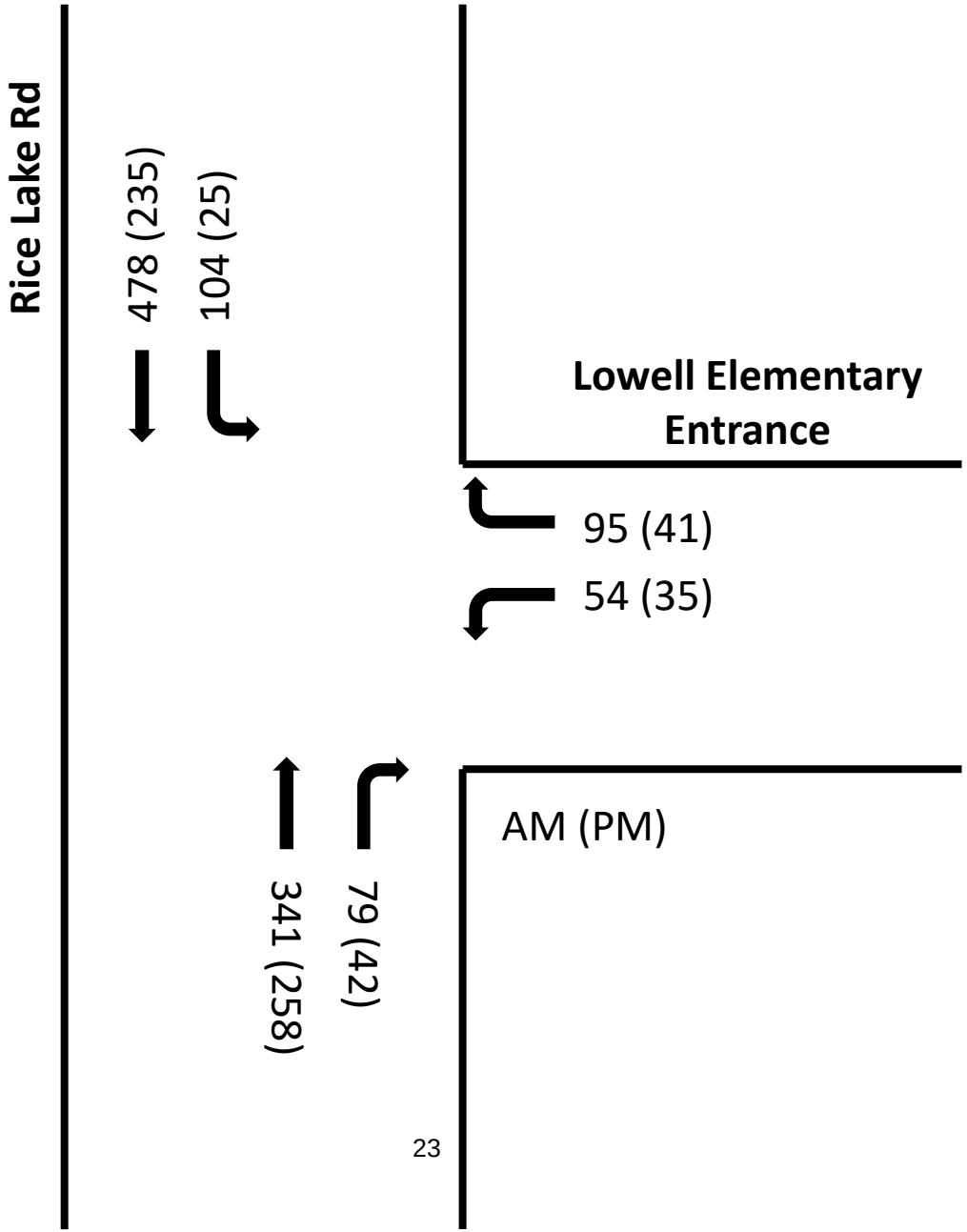
- Turning movement count performed on Tuesday, September 25, 2018
- Peak hour arrival and departure times
  - Arrival Period – 7:00 am to 8:00 am
  - Departure Period – 1:30 pm to 2:30 pm
- Peak 15 min arrival and departure times
  - Arrival Period – 7:30 am to 7:45 am
  - Departure Period – 2:15 pm to 2:30 pm

Lowell Elementary Traffic Volume



Peak Hour Turning Movements







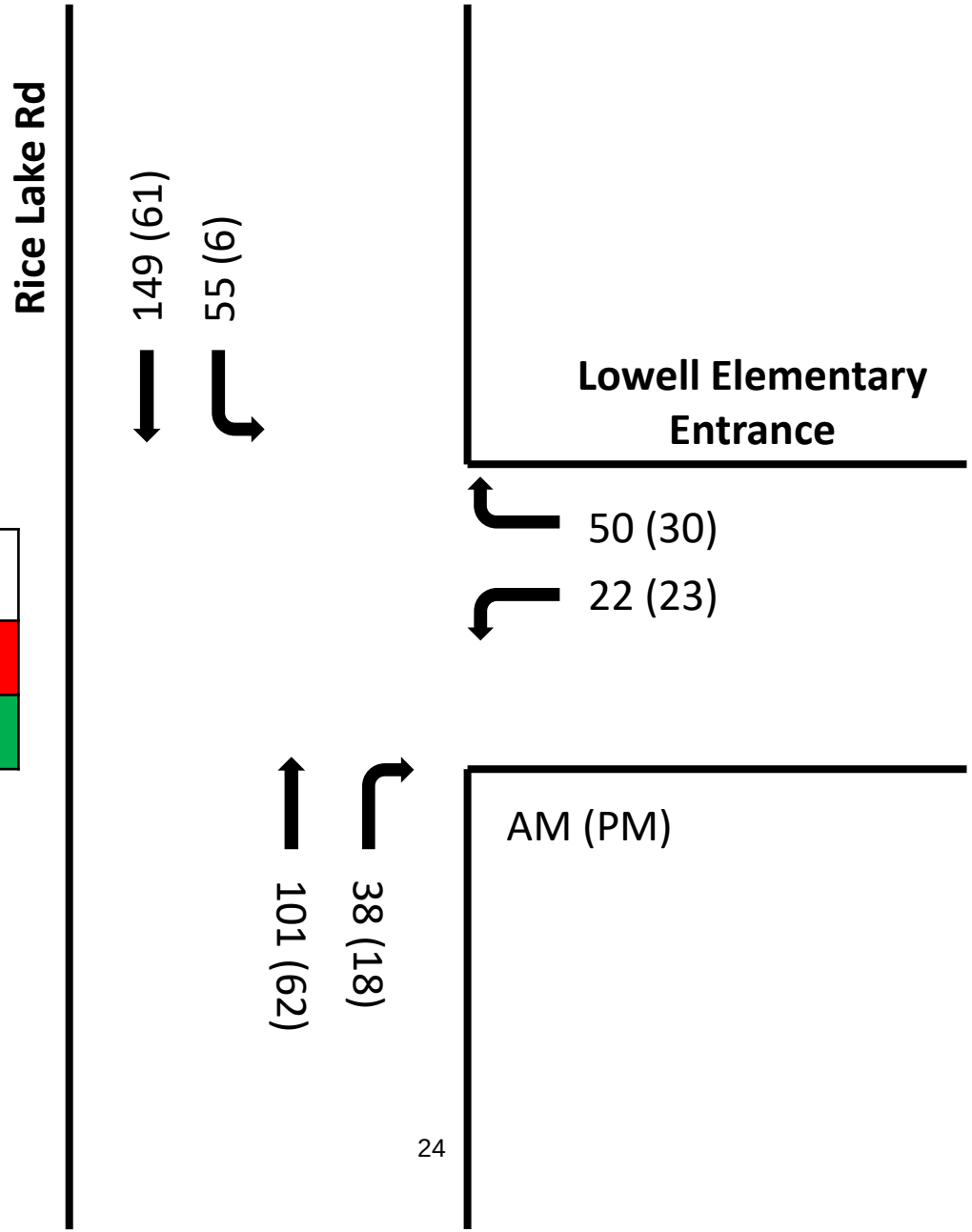
Peak Hour Factors		
Approach	AM	PM
Rice Lake Rd Inbound	0.49	0.70
Lowell Elementary Outbound	0.52	0.36

Peak 15 min Turning Movements



Turning Movement	AM Conflicting Vehicles	PM Conflicting Vehicles
Outbound Left	3 sec/veh	7 sec/veh
Outbound Right	9 sec/veh	15 sec/veh

Left-Turn Gap = 7.5 sec
Right-Turn Gap = 6.5 sec






Red Line = 680 ft
30 ft/veh → 23 veh
Blue Line = 230 ft
30 ft/veh → 8 veh
Number of Parking Spaces = 67
Parking Lot Capacity = 98 veh
Standing Capacity = 75 veh
There are ~93 veh arriving to the parking lot during the AM peak 15 min period. There are ~24 veh arriving to the parking lot during the PM peak 15 min period.
13
397
25

Traffic Engineering Investigation – Summary

- There is sufficient intersection sight distance for the Lowell Elementary entrance.
- Vehicles turning into Lowell Elementary have dedicated turn lanes on Rice Lake Rd.
- Most vehicles on Rice Lake Rd are driving at or under the posted speed limit. There is generally good compliance with the posted speed limit. Vehicle speeds on Rice Lake Rd have been consistent over time.
- The outbound left-turn movement from the parking lot has insufficient gaps to turn onto Rice Lake Rd during the AM and PM peak 15 min. The outbound right-turn movement from the parking lot has sufficient gaps to turn onto Rice Lake Rd during the AM and PM peak 15 min.
- The parking lot does not have sufficient standing space for arriving vehicles.

Traffic Engineering Alternatives

- Alternative 1: Staggered Drop-Off and Pick-Up Times
  - Assign students by grade to a specific time slot.
  - Would spread out arriving vehicles over a longer time period.
  - May only have to stagger the AM drop-off.
  - May require additional staff time and schedule changes.



Traffic Engineering Alternatives

- Alternative 2: Drop and Ride Busing
  - Have students being transported by private vehicles be dropped off and picked up at a designated parking lot and ride a bus to/from school.
  - Would require additional school transportation resources.
  - Logistical challenges (e.g. parent did not come pick up child at the designated parking lot).



Traffic Engineering Alternatives

- Alternative 3: Dedicated Turn Lanes in Entrance
  - Widen the school entrance to accommodate a single inbound lane, a left-turn outbound lane and a right-turn outbound lane.
  - Would allow outbound right-turning vehicles to turn onto Rice Lake Rd without waiting for a left-turning vehicle to find an appropriate gap to turn onto Rice Lake Rd.
  - Would improve flow within the parking lot.


Rice Lake Rd
4

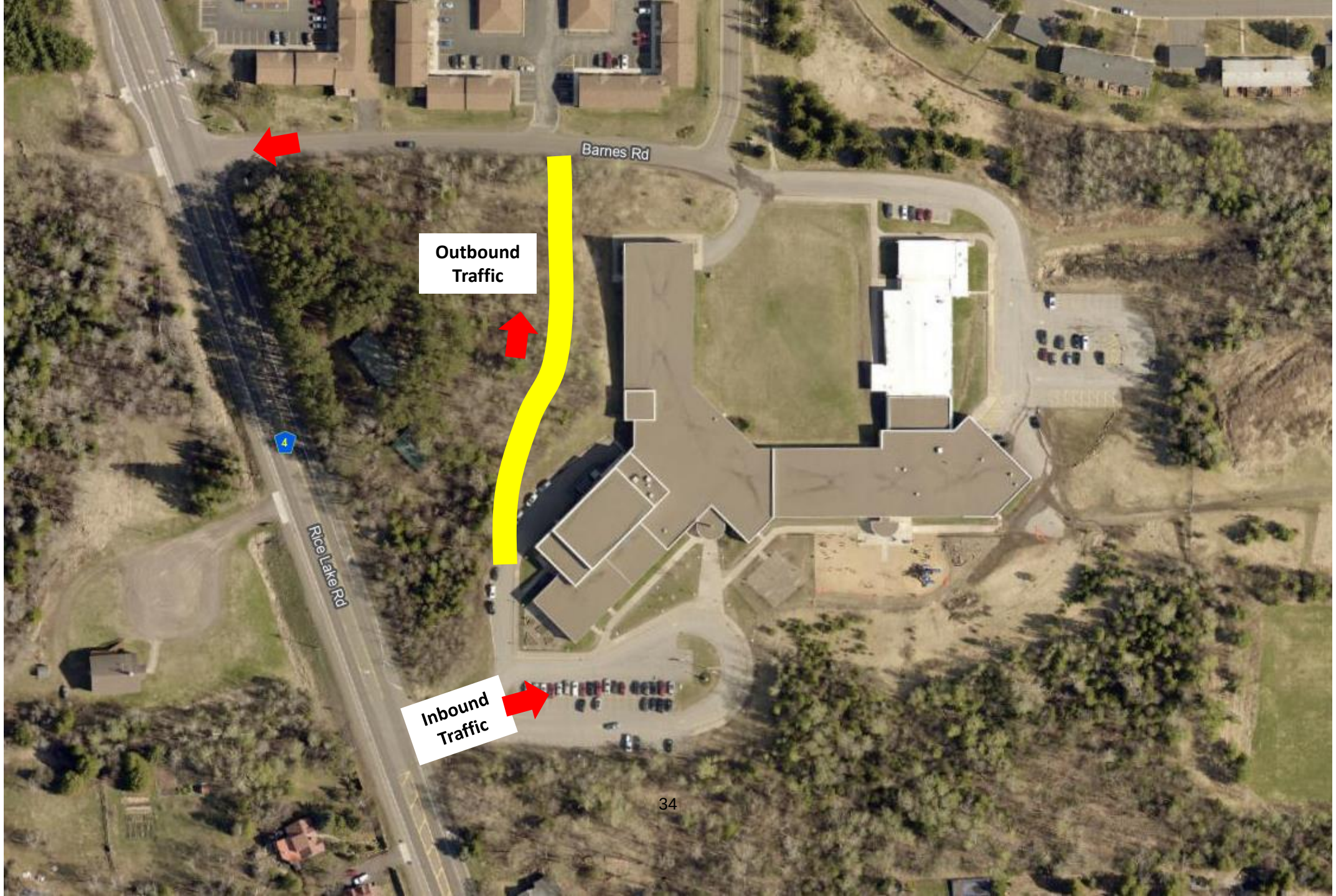
Traffic Engineering Alternatives

- Alternative 4: ¾ Access Entrance
  - Construct a channelized island in the throat of the entrance to prohibit outbound left-turn movements.
  - Would allow inbound left-turn movements, inbound right-turn movements and outbound right-turn movements only.
  - Would improve flow within the parking lot.

Rice Lake Rd
4

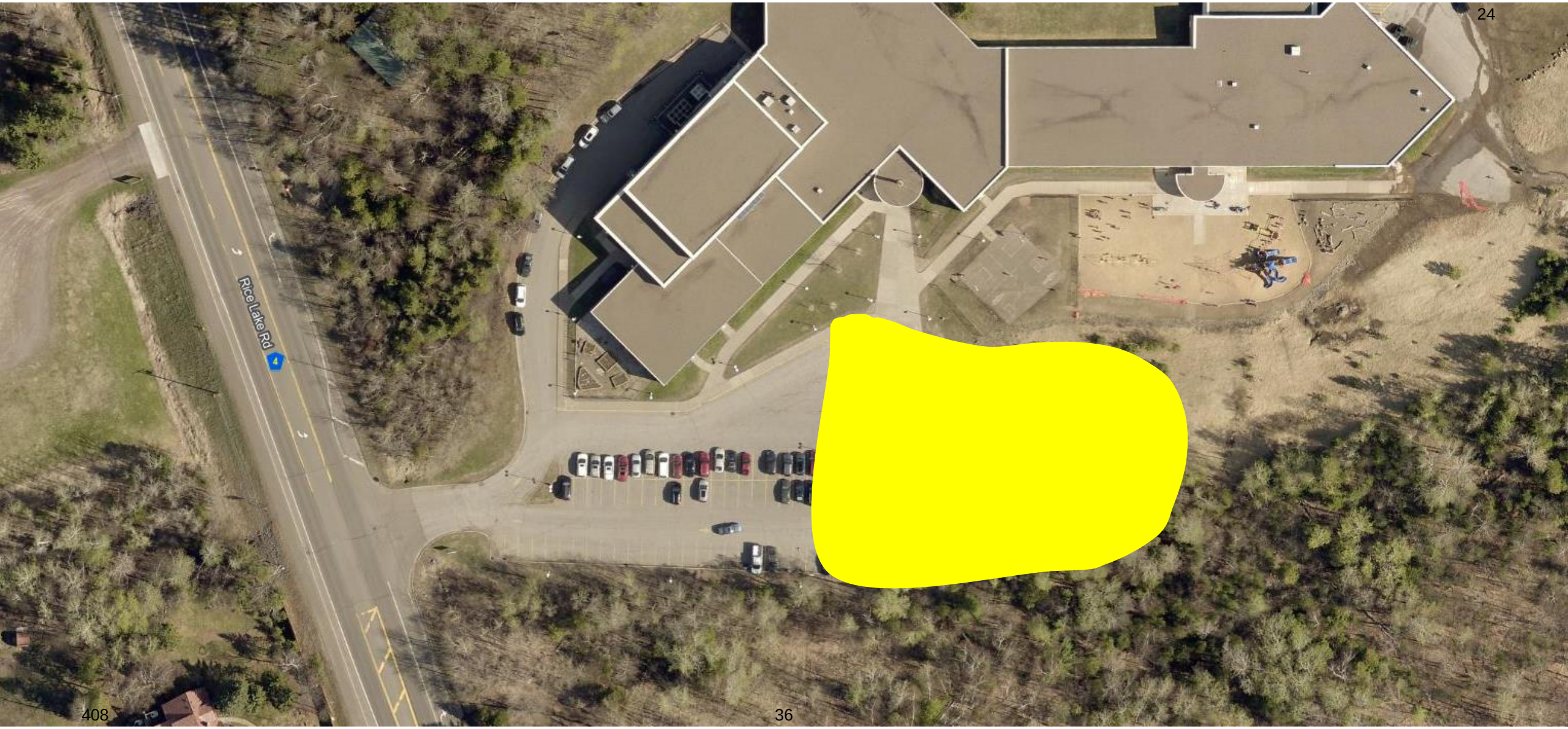
Traffic Engineering Alternatives

- Alternative 5: Rerouted Access to Parking Lot
  - Connect the upper parking lot (main) to Barnes Rd.
  - Restrict outbound movements to Barnes Rd.


Barnes Rd
Outbound Traffic
Rice Lake Rd
4
Inbound Traffic

Traffic Engineering Alternatives

- Alternative 6: Enlarge Parking Lot
  - Enlarge parking lot to increase parking and standing capacity.


Rice Lake Rd
24
408
36

FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

Duluth Area Family YMCA Proposal for ISD 709 ESSER Funds

Drafted June 30, 2022

Overview

The Duluth Area Family YMCA (the Y) is one of the oldest and largest nonprofits in the Northland. The Y is committed to strengthening community by connecting all people to their potential, purpose, and each other. As an association, the Y's programs reach over 180 miles, from Moose Lake to Grand Portage. Locally, programs operate within all Duluth Public Elementary Schools, the Harbor Highlands Community Center, the Gary-New Duluth Recreation Center, the Woodland Community Center, and several non-profit youth serving agencies.

In partnership with ISD 709, the Y is proposing to provide the following services to increase youth development and healthy living opportunities for Duluth-area youth, specifically those from low-income households and BIPOC communities over the 2022-2023 and 2023-2024 school years.

The Y acts as a leader, collaborator, and catalyst for change. Services described in this proposal will have a widespread impact on youth and families, as they will be done in collaboration with the following entities: AICHO, Boys and Girls Clubs of the Northland, CHUM's Steve O'Neil Apartments, the Damiano Center, the Duluth Community School Collaborative, Family Freedom Center, Gary New Duluth Recreation Center, Harbor Highlands Community Center, Laura MacArthur KEY Zone, Lincoln Park Children and Families Collaborative, Myers-Wilkins KEY Zone, Stowe KEY Zone, and Valley Youth Center. These partnerships were carefully identified for this project as they all serve a high percentage of youth from low-income households (40-95% qualifying for free or reduced-price lunch) and families that identify as part of the BIPOC community (20-95%).

Proposed Services

- **Camp Miller:** New opportunities for recreation and positive youth development through camping services will be established in partnerships with Steve O'Neil Apartments, Harbor Highlands Community Center, Duluth Community School Collaborative Myers Wilkins, Valley Youth Centers, Family Freedom Center and others with a focus on students from low-income households. Camp will focus on providing students with a wide range of recreation and personal development activities.
    - Scholarships for 10 students to attend a week of camp summer 2022
        - $750 per student x 10 students = $7,500
        - $3,750 ESSER Funds, 50% match from the Y
    - Scholarships for 40 students to attend a week of camp summer 2023
        - $790 per student x 40 students = $31,600
        - $15,800 ESSER Funds, 50% match from the Y
        - Transportation $2,000
    - Create a new opportunity for youth engagement through a two-day MEA weekend camp for 50 students during 2022-2023 school year
        - $110 per student x 50 students = $5,500
        - Transportation $1,000

- MEA break camp for 50 students during 2023-2024 school year
  - $120 per student x 50 students = $6,000
  - Transportation $1,100

- **CATCH Kid's Club:** Coordinated Approach to Childhood Health (CATCH) Kid's Club will provide 72 nutrition and healthy living lessons to 180 students at 6 sites (Harbor Highlands, Myers-Wilkins, Piedmont, Laura MacArthur, and two of the following: Boys and Girls Clubs, Steve O'Neil Apartments, or the Valley Youth Center) from September 2022 - June 2024. CATCH provides interactive lessons to K-5th grade students on nutrition and healthy eating, the importance of lifelong physical activity, and strategies to reduce screen-time. Each weekly lesson is taught by a trained instructor with age-appropriate activities designed to make learning preventative health fun.

  - 36 lessons x 6 sites (30 youth/site) = 180 youth/year
    - 180 youth/year x 2 years = 360 youth served total
  - $30,170 total for 2 years of CATCH programming
    - $7,084 in staffing costs/year x 2 years = $14,168
    - $8,001 in supply costs/year x 2 years = $16,002

- **Community-Based Programming:** Increase enrichment opportunities for students from low income and BIPOC households to engage in free, high quality, year-round out-of-school time programming at the Harbor Highlands Community Center and Gary New Duluth Recreation Center. Create new opportunities to engage in and with the community.

  - Guest speakers and field trip fees for Harbor Highlands Community Center once per month throughout the 2022-2023 school year and both Harbor Highlands and Gary New Duluth Recreation Center in the 2023-2024 school year. Speakers and field trips may be educational, such as the Great Lakes Aquarium or the Duluth Public Library, or recreational such as Spirit Mountain.
    - Speakers or field trip Fees: 30 students x $5/ student=$150 budget per month per site
      - $1,800 for 2022 – 2023, $3,600 for 2023 – 2024
      - $5,400 total for 2022-2024
    - Transportation fee $300/trip (up to 65 students per trip)
      - $3,600 for 2022 – 2023, $7,200 for 2023 – 2024
      - $10,800 total for 2022-2024

- **KEY Zone:** Increase opportunities for students to engage in high quality out-of-school time programming during the school year. Services will focus on KEY Zone Laura MacArthur, Myers Wilkins, and Stowe Elementary.

  - Scholarships for 10 students from each location to receive free high-quality care full time through KEY Zone in the 2022-2023 and 2023-2024 school years.
    - Students will be referred to the program as needing additional support from ISD 709 staff or families may apply directly
    - 30 students x $185 for 9 months = $49,950/year

  - Additional enrichment opportunities through guest speakers brought to each site once per month throughout the 2022-2023 and 2023-2024 school years.
    - Approximately 40 youth x $5/youth = $200 per month per site x 3 sites = $600 per month

        - $5,400 for a 9-month school year at three sites
        - $10,800 for 18 months, covering 2 school years

    - Supplemental healthy snacks, fruits and vegetables, for KEY Zone sites that receive district-provided snacks that do not include fresh fruits or vegetables. All sites supported have a high percentage of students receiving free/reduced price lunch.
        - Approximately 120 youth x .30/child daily = $720 per month
        - $6,480 for a 9-month school year
        - $12,960 for 18 months, covering 2 school years.

- **Swim Lessons:** Free 6-week Safety Around Water swim lessons for 144 children over two years at Laura MacArthur KEY Zone, Piedmont KEY Zone, Valley Youth Center, Duluth Community School Collaborative, Lincoln Park Childrens and Families Collaborative, Steve O'Neil, Boys and Girls Clubs, or Harbor Highlands.

    - $52.50 per 6-week lesson per youth
        - $36.75/lesson will be in-kind support from the Y
    - 12 kids/lesson x $52.50/kid x 6 lessons/year x 2 years = $7,560
        - $5,292 in-kind support from the Y
    - Transportation = $62.50/day if provided in Y van
        - $50 staffing + $12.50 milage = $62.50 x 72 days = $4,500

Proposed Budget

Service	Details	Amount
Camp Miller Scholarships	10 students in the summer of 2022 and 40 students in the summer of 2023 receive a free week of camp	$21,550
Camp Miller MEA Break	50 students in fall 2022 and 50 students in fall 2023 attend special MEA break camp	$13,600
CATCH Kid's Club	360 students at 6 sites will receive a total of 72 nutrition and healthy lifestyle lessons from September 2022 - June 2024	$30,170
Community Program Enhancements	60 youth will experience additional enrichment opportunities through guest speakers at Harbor Highlands and Gary New Duluth from September 2022 - June 2024	$16,200
KEY Zone Scholarships 2022-2023	30 youth access (10 per site Laura MacArthur, Myers Wilkins, and Stowe Elementary) receive free high-quality care full time	$49,950
KEY Zone Scholarships 2023-2024	30 youth access (10 per site Laura MacArthur, Myers Wilkins, and Stowe Elementary) receive free high-quality care full time	$49,950

KEY Zone Program Enhancements	120 youth will experience additional enrichment through guest speakers at 3 KEY Zone sites 2022-2024	$10,800
KEY Zone Healthy Snacks	120 youth will experience fresh fruits and vegetables daily (40 per site Laura MacArthur, Myers Wilkins, and Stowe elementary)	$12,960
Swim Lessons	144 students from afterschool programs receive free swim lessons from September 2022 - June 2024	$12,060
	Total	**$217,240**

Contact

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Duluth Area Family YMCA
302 W 1st St
Duluth, MN 55802

Denfeld and the Conflict Resolution Center

Presented to the Duluth School Board Committee of the Whole
Thursday, August 4

History

- Denfeld identified for disproportionate out of school suspensions
- Denfeld selected as one of six MN Model schools to help address this
- Partnership with Conflict Resolution Center (CRC) created through MN Model

What is the MN Model?

- Sponsored by the Minnesota Department of Human Services
- Goal is to reduce exclusionary discipline, like out of school suspensions, especially for students of color and preventing incidents that occur in school from resulting in arrests and intake into the criminal justice system
- OSS is the number one predictor of a student dropping out of school*
- Students arrested at school are three times more likely to drop out than their peers who are not arrested*
- Very few students are arrested at school.

415 43

*The Minnesota Model of School-Based Diversion for Students with Co-Occurring Disorders, Together Towards Tomorrow: Making space for courageous conversations, Bill Wyss, Minnesota Department of Human Services

What is CRC?

- Denfeld has partnered with the Conflict Resolution Center since 2016
- CRC provides:
  - Individual conflict coaching (Tier III-Individualized Intervention)
  - Mediations (Tier III-Individualized Intervention)
  - Classes: “Words Can Work” provides a group setting that models SEL (Social Emotional Learning) skills and positive conflict resolution behaviors. Have been held during WIN or after school (Tier II-Small Group Intervention)
- Administrators (Principals and Deans) refer students to CRC using a Google Form, this provides initial communication with the mediators from CRC and provides a basis to track participants, demographic data and outcomes.
- Denfeld teaches school wide expectations, uses a student recognition system and provides SEL lessons through our PBIS framework. (Tier I-Whole Group Intervention)



Erica Backstrom , Duluth Program Director

Erica holds a Juris Doctor from Hamline University School of Law and is a qualified neutral under Rule 114. Previously, Erica served as Executive Director of the Volunteer Attorney Program (VAP), a non-profit organization that works with volunteer attorneys to provide quality pro bono civil legal services to low-income individuals and families in Northeastern Minnesota. Bringing over ten years of experience working with victims of trauma, abuse and at-risk youth, Erica is passionate about conflict resolution's ability to empower participants through a process that honors each individual's voice and recognizes the value of seeing other perspectives respectfully. Erica is an experienced Restorative Services practitioner, participating in circles to address youth truancy, community building and Restorative Justice with Woodland Hills, Inc. and Men as Peacemakers.



Jes-wa' Harris, Duluth Youth Programs Coordinator

Jes-wa' is a passionate mentor, coach, and youth service provider with 25 years of experience working with youth in residential treatment facilities, crisis shelters, Intensive Day Treatment programs and school programming. Jes-wa' coaches high school basketball and middle school track in Duluth Schools. Jes-wa' is a member of Phi Beta Sigma Fraternity and lives by the motto: Culture for service and service for humanity.

417

45

CRC Staff that currently work at Denfeld

Source: http://crcminnesota.org/

How is CRC used?

- **Resolution:** Primarily, students have been referred to CRC after a conflict has resulted in a confrontation that is either verbal and or physical with the intention of resolving the conflict so further confrontations are avoided.
- **Prevention:** Students are also referred when conflicts become known to staff as a means of preventing confrontations.
- **Process:** Staff from CRC meet with the Denfeld Administrative Team bi-weekly to discuss recent suspensions and the process involved at arriving at that consequence based on the circumstance, investigation and district policy. Assessment of suspensions also explores possible alternatives or changes to process that could be used instead.

Referrals to CRC since 2019:

2019-20: 57 Referrals

2020-21: Distance Learning

2021-22: 97 Referrals

What are the desired outcomes for our work with CRC this year?

1. Make more preventative referrals before conflicts result in verbal and or physical confrontations that result in out of school suspensions in an effort to increase our graduation rate.

2. Use our mediation resources to capacity and look to expand that capacity once reached

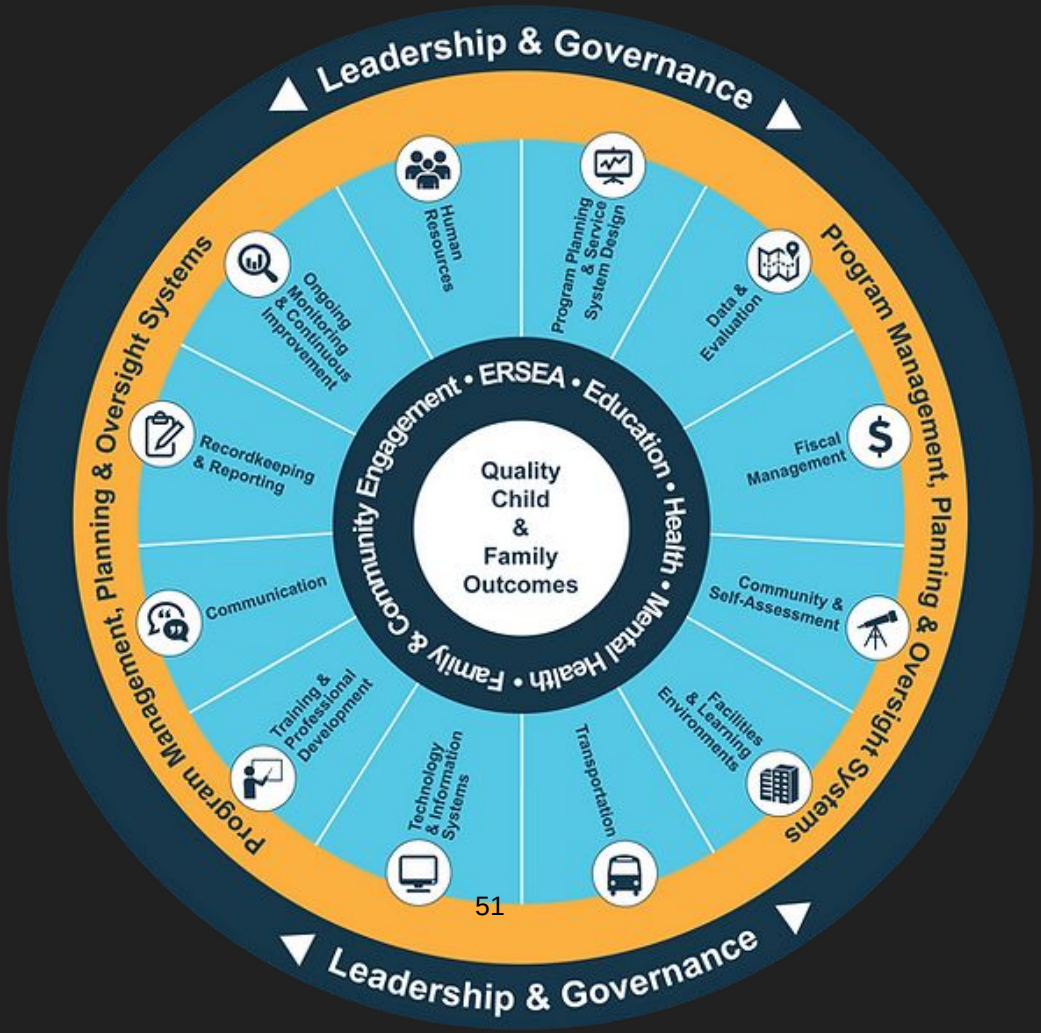
2. Host regularly scheduled and ongoing “Words Can Work” classes during WIN and after school

3. Further integrate and clarify the role of CRC within our greater Restorative Practice philosophy and framework

Questions?

Head Start Management System

School Board=Governing Board


Leadership & Governance
Program Management, Planning & Oversight Systems
Leadership & Governance
Program Management, Planning & Oversight Systems
Quality Child & Family Outcomes
Family & Community Engagement • ERSEA • Education • Health • Mental Health
Human Resources
Program Planning & Service System Design
Data & Evaluation
Fiscal Management
Community & Self-Assessment
Facilities & Learning Environments
Transportation
Technology & Information Systems
Training & Professional Development
Communication
Recordkeeping & Reporting
Ongoing Monitoring & Continuous Improvement

The Governing Board has a legal and fiscal responsibility to administer and oversee our program.

Governing Board approval is required for:

- Grants/Budgets
- Self Assessment
- Waivers
- Corrective Action Plans

Information that must be shared with the Governing Board:

- Procedures and Timetables
- Policies, guidelines, and Office of Head Start communication
- Program and financial reports
- Plans, policies and procedures, including the grant application.

**this information is often shared via School Board liaison who sits on Policy Council*

Corrective Action Plan (CAP)

Program Name: Independent School District # 709	**Grant #:**05CH011591	**Assignment Start and End Dates: 6/2022-9/30/22**	
Program Specialist: Glenda Williams-Jones	**Grants Management Specialist** Jade Dill	**Grantee Specialist** Zachary Foster/Ametta Reaves	**ECE Specialist** Kristi Smythe
Compliance Date: 9/30/22 **HSPPS Citation:** **1302.90 Personnel policies.** (c) Standards of conduct. (1) A program must ensure all staff, consultants, contractors, and volunteers abide by the program's standards of conduct that: (ii) Ensure staff, consultants, contractors, and volunteers do not maltreat or endanger the health or safety of children, including, at a minimum, that staff must not: (G) Physically abuse a child.			

System/Action Steps	Person Responsible	Time Frame	Resources/Budget	Monitoring Data Sources/Evidence	Progress Notes	Completion Date
Human Resources: Recipient will Integrate Handle with Care, Circle of Security, and Pyramid Model Trainings into onboarding system	**Nancy Vega**	**ongoing**	**$0**	**A spreadsheet listing staff and trainings will be maintained by Business Manager**		
Communication: Recipient will create a timeline of corrective actions taken to document their progress	**Sherry Williams**	**June 14-Sept 30**	**$0**			
Communication: Recipient will develop key messages around creating a culture of safety for staff, children, and families	**Sherry Williams**	**August 2022**				
Communication: Recipient will Develop a plan for reporting of incidents including specific time	**Sherry Williams**	**August 2022**				

These materials were developed for OHS/Region V Training and Technical Assistance Network under Contract No. 140D0420C0093 by STG International, Inc.

guidelines, who to report to, and what is the backup plan if key team members are not available						
Communication: Recipient will Develop a plan with timelines on how information will be shared with the school district and key stakeholders	**Sherry Williams**	**August 2022**				
Data/On-Going Monitoring/Professional Development: Recipient will train all staff on Handle with Care	**Becky Gamache**	**August 29, 2022**	**$500**	**Staff will have complete training in fall of 2022. Following initial 6 hour training, maintaining certification requires a 2 hour training, which will be provided annually. Staff hired after the full training will receive an overview Handle With Care, and will follow the direction of trained staff to keep the other children safe in the event of a crisis situation. Untrained staff will not be allowed to use holds until trained. The full training will be offered annually, as needed.**		

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Data/On-Going Monitoring/Professional Development: Recipient will train all staff on Circle of Security	**Katie Scheufeli**	**Training in Circle of Security September-December 2022 Pilot Coaching: 2023**	**$5,500 Training certified staff and full- time paras not yet trained in Circle of Security $3,000 Pilot: Providing Coaching 1-2 sites**	**Circle of Security Classroom Approach is designed to enhance caregiver's abilities to form secure relationships and helps to offer some organizing principles from attachment theory. We will discuss the impacts of this training during teacher meetings. We will integrate language from this model into our team check ins. Successful implantation will be evident in how challenging behavior is framed.**		
Data/On-Going Monitoring/Professional Development: Recipient will revisit Pyramid Model Training for staff	**Maria Shermoen**	**Ongoing**	**$500**	**Pyramid Model is monitored closely by Pyramid coaching. Teachers are successful when they meet fidelity on the T-POT tool and when evidence of the Big 5 prevention**		

These materials were developed for OHS/Region V Training and Technical Assistance Network under Contract No. 140D0420C0093 by STG International, Inc.

				strategies are evident in their classrooms.		
Leadership/Governance: Recipient will provide a copy of the Deficiency Report to the Governing Board	**Sherry Williams**	**July 12, 2022**			**Governing Board is confident we will successfully move forward.**	**July 12, 2022**
Leadership/Governance: Recipient will Provide a copy of the Deficiency Report to Policy Council	**Sherry Williams**	**June 29, 2022**			**Policy Council is confident we will make our way through this process successfully.**	**June 29, 2022**

These materials were developed for OHS/Region V Training and Technical Assistance Network under Contract No. 140D0420C0093 by STG International, Inc.

2021 RESOLUTION OF CONCURRENCE AND NON-CONCURRENCE					
AIMS	**GOALS**	**REASONS FOR NONCONCURRENCE**	**PROGRESS**	**RECOMMENDATIONS**	**RESPONSE to be developed by the school board (information provided from departments that own the work)**
KINDERGARTEN READINESS	Increase the number of American Indian students/families in Early Childhood programs to be prepared and ready for Kindergarten. Increase knowledge of cultural differences/similarities of staff to have a safe beginning place for American Indian Students within DPS.	Lack of American Indian teachers/staff in the Early childhood level to provide ongoing culturally relevant support to families and students. {Approximately 2 known teachers of color.) Lack of culturally relevant curriculum.	Oshki-Inwewin was implemented this Fall. We currently have 17 American Indian students participating in this program. We have 2 staff who Identify as American Indians working within Oshki-Inwewin.	Continue to train all staff on culturally inclusive strategies to ensure Early Childhood programs are providing culturally relevant programming. Look at hiring practices and recruitment with Headstart and Human Resources. Integrate culture and language throughout Headstart programs beyond Oshki-Inwewin.	We partnered with Every Child Ready Duluth (Duluth Public Library) to provide training by Anton Treuer, Navigating Positive Identity Development and Cultural Diversity with Young Learners to not only ISD 709 staff, but private childcare and preschools as well. We have reached out personally to Fond du Lac Head Start when we have had openings, to help us spread the word. We will be sharing simple phrases for all classrooms to use in the 2022-2023 school year. The Preschool equity team has merged with the education equity advisory committee to de-silo preschool equity conversations and initiatives in our community. American Indian students were one of the highest achieving students. The Office of Education Equity and the Diverse Recruitment Retention team will serve on Elementary School spring 2022 applicant pool interviews.
READ WELL BY GRADE THREE	Increase the number of American Indian students to reading at grade level by third grade. Increase culturally appropriate resources/references in the curriculum so our students see themselves in school/curriculum.	American Indian students still continue to score low on reading assessments. Average reading proficiency from 2015/16-2018/19 is 40.49% reading proficiency. Less than 50% of our American Indian Students are proficient in reading.	Curriculum Department purchased books for the Misaabekong Ojibwe Immersion program. ELA content specialist selected indigenous-focused books that were tied to Wonders curriculum and distributed them to K-5 teachers. (Note: Some of those books were purchased by the AIE program)	Address cultural inadequacies in the intervention model and or develop a tiered system of support that reflects the cultural needs of American Indian students. Train content specialists on culturally specific curriculum resources and provide those resources to teachers/students.	This fall, books were distributed to the elementary schools that were published by grassroots Indigenous publishers for school libraries. Additional books were distributed to classroom teachers K-5 during the 2020-21 school year. Dale is working with the Wonders Committee through our ELA content specialists. They were working in 2020-21 on identifying a list of American Indian texts for the wonders units and examining resources to address cultural objections and misconceptions. Integration Specialists, who work with protected class students, are working to connect diverse students and families to academic support interventions such as tutoring and after-school programs. Duluth media specialist teachers will be sorting school library collections in summer 2022 and summer 2023. They will be assessing the collection and removing any materials that are not culturally appropriate or outdated. The next step would be intentionally adding new culturally specific selections. We have an Achievement & Integration strategy to provide culturally relevant intervention and curricular materials to students at Myers Wilkins. At our Immersion school through the A&I plan, we have cultural immersion paraprofessionals working within those classrooms to support the academic needs of our immersion program students.
CLOSING THE ACHIEVEMENT GAP	Increase American Indian Student Achievement	American Indian students continue to score low on Math assesments. Average for AI students 2015/16-2020-21 is 27.1% Math Proficiency. This does include the SY 2019/20 where testing was waived by the state.	AIE program coordinator has been working with Elementary and Secondary Content Specialist and the PD coordinator on planning a Professional Development opprtunity for Math teachers and interventionists focused on Best Practices for American Indian students as well as an Indigenous focus. Antibias training was done district wide	Address cultural inadequacies in the intervention model and or develop a tiered system of support that reflects the cultural needs of American Indian students. Train content specialists on culturally specific curriculum resources and provide those resources to teachers/students.	Work has been conducted to re-establish the MTSS fravework and examine systemic constructs that may be barriers for American Indian Students. A district MTSS leadership committee was formed and has reviewed the forms and systems already in place. Planning for staff development is ongoing. The staff development coordinator position was created to focus more attention to the training needs of our staff. The coordinator has been working with all members of TLE, the mentorship program, and the DFT Teacher Development program to create opportunities for staff.

	Increase American Indian Student Achievement	American Indian students continue to score low on Reading assessments. The average for AI students 2015/16- 2020-21 is 33.1% Reading Proficiency. This does include the SY 2019/20 where testing was waived by the state.	ELA specialist worked with the Coordinator of AIE and OEE to identify culturally appropriate books for teachers to utilize. Antibias training was done district-wide.	Address cultural inadequacies in the intervention model and or develop a tiered system of support that reflects the cultural needs of American Indian students. Train content specialists on culturally specific curriculum resources and provide those resources to teachers/students.	Work has been conducted to re-establish the MTSS framework and examine systemic constructs that may be barriers for American Indian Students. A district MTSS leadership committee was formed and has reviewed the forms and systems already in place. Planning for staff development is ongoing. The staff development coordinator position was created to focus more attention on the training needs of our staff. The coordinator has been working with all members of TLE, the mentorship program, and the DFT Teacher Development program to create opportunities for staff. The Office of Education Equity, through an Achievement & Integration strategy, provides culturally relevant intervention and curricular material to students at Myers Wilkins to ensure students, teachers and classrooms have access to culturally relevant learning materials
	Make sure all teachers are aware of, knowledgeable, and teach the American Indian State Standards	Non-inclusive or inappropriate curriculum on American Indians. Not all teachers are teaching (and/or may not be aware of) American Indian State Standards	American Indian-focused State Standards have been shared with Content Specialists.	Continue the work of American Indian-focused State Standards implementation that began in 2018. Bring awareness to teachers through content area meetings on the American Indian-focused state standards and tie resources and training to teachers. Work with the AIHSL in this process, they are a great resource.	The curriculum specialists meet regularly with the content specialists to address the implementation of the MN state standards. Embedded within the standards are identified American Indian specific standards. This has been shared at monthly content specialist meetings. Teams working on the curriculum review cycle examine the standards and our resources. Curriculum specialists work to ensure that diverse groups are included in the review process as materials and resources are selected. The Office of Education Equity, in collaboration with the Indian Education Department, contracted with local Anishinaabe expert, Blair Powless to build lessons around Historiography and issues in the conceptualization of Native Peoples and to work with our highschools to incorporate these lessons into our social studies curriculum. The curriculuml being taught in these lessons are built to align with the MN Social Studies Standards around American Indian Education (9.1.5.10.1-9.4.4.22.8) and MN English Language Arts State Standards around American Indian Education (9.9.1.1-11.12.6.6). This project kicked on during the 2021-2022 school year and will expand going into the 2022-2023 school year.
GRADUATION	Raise Graduation rates for American Indian students	All students reach 85% graduation rate by 2020	American Indian students garaduation rate is currently at ___ which they did not meet the District gaol.	Identify and begin implementation of specific culturally responsive strategies and instruction focusing on meeting the unique educational or culturally needs of American Indian Students. Utilize the four components of CARE, Culture, Achievement, Resilience, Engagement. Focus on the culture of the school. Provide a survey to AI families on what they think the district should do for their students to help them meet the requirements for graduation and keep them engaged in school.	For students to be successful in school, they must attend and engage in school. The most state accountability data for the Duluth Public Schools indicates that 39% of American Indian students meet the federal definition of chronically absent. In the summer of 2021, the district applied for external grant funds to support expanding an evidence-based intervention that specifically addresses student engagement - Check & Connect. Check & Connect was built on components and core elements which transcend cultural, racial, language, economic, and ability variables. Both internal and external data show that Check & Connect leads to increased credit accrual, persistence rates, and graduation rates; and reduced absences, drop out rates, and behavior referrals. For information on the research behind Check & Connect, visit Selected Findings from Check & Connect Research Studies. The Office of Education Equity has 11 Integration Specialists working with protected class students with a goal to develop college and career readiness plans through a Personal Learning Plan for all rostered students.

OTHER ITEMS	Increase staff and student knowledge of American Indians original to the area.	Lack of cultural awareness and history of local tribes such as Ojibwe and Dakota. Also lack of understanding of why there is an American Indian Education Department.	No progress	Provide an American Indian Curriculum Specialist or Instructional Coach.	The Office of Education Equity has been working with the Minnesota Humanities Center to provide the Misaabekong Learning From Place project. This roll-out had been delayed due to the pandemic and is scheduled to take place with staff in June 2022. Additional training and opportunities would be welcomed. The staff development coordinator has been working with all departments and the district committee to provide opportunities. The Office of Education Equity, in collaboration with the Indian Education Department, contracted with local Anishinaabe expert, Blair Powless to build lessons around Historiography and issues in the conceptualization of Native Peoples and to work with our high schools to incorporate these lessons into our social studies curriculum. The curriculum taught in these lessons is built to align with the MN Social Studies Standards around American Indian Education (9.1.5.10.1-9.4.4.22.8) and MN English Language Arts State Standards around American Indian Education (9.9.1.1-11.12.6.6). This project kicked on during the 2021-2022 school year and will expand going into the 2022-2023 school year.
	Prioritize General Fund Spending to Instruction and Support of Students in regards to American Indian education	Lack of support for American Indian programming. Lack of Tribal consultation with the AIPAC on the ARP funding or any other Covid dollars that require Tribal Consultation with the AIPAC.	General Fund supports 3 MIsaabekong teachers and .5 Ojibwe language paraprofessionals to help at the Middle and High school Ojibwe language classes.	Have a meaningful Tribal Consultation with the AIPAC. Be transparent on where the ARP dollars have been spent. Make sure the CFO and Finance department understand the funding sources of the AI Education department and HOW the dollars can and should be spent.	We continue to examine our budgeting processes to ensure that resources are aligned with strategic priorities. This is an area in which the district had previously shifted $40,000 to be used out of programmatic budgets rather than the general budget. We will reexamine this in the coming budget cycle.

Policy Committee Meeting
Duluth Public Schools, ISD 709
Agenda
Thursday, August 4, 2022
United Health Group (UHG)
4316 Rice Lake Rd
Suite 108
Duluth, MN 55811
3:30 PM

1. **AGENDA ITEMS**
2. **POLICIES FOR FIRST READING - None**
3. **POLICIES FOR SECOND READING**
   - A. Policy 208 - Development, Adoption, and Implementation of Policies 2
   - B. Policy 209 - Code of Ethics 4
4. **POLICIES FOR IMMEDIATE ADOPTION**
   - A. Policy 210 - Conflict of Interest - School Board Members (*Replacing Policy 8045)* 7
   - B. Policy 416 - Drug and Alcohol Testing (*Replacing policies 4035 & 4050)* 14
   - C. Policy 418 - Drug-Free Workplace/Drug-Free School *(Replacing Policy 4036)* 64
   - D. Policy 524 - Internet Acceptable Use and Safety Policy *(Replacing Policy 3187)* 75
5. **POLICIES FOR REVIEW**
   - A. Policy 404 - Employment Background Checks 99
6. **REGULATIONS - Informational**
   - A. 524R Internet Regulations *(Replacing 3187R - renumbering only)* 102
7. **OTHER**

208 DEVELOPMENT, ADOPTION, AND IMPLEMENTATION OF POLICIES

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEVELOPMENT OF POLICY

A. The school board has jurisdiction to legislate policy with the force and effect of law for the school district. School district policy provides the school board's general direction for the school district while delegating policy implementation to the administration.

B. The school district's policies provide guidelines and goals to the school community. The policies are the basis for guidelines and directives created by the administration. The school board shall determine the effectiveness of policies by evaluating periodic reports from the administration.

C. Policies may be proposed by a school board member, employee, student, or resident of the school district. Proposed policies or ideas shall be submitted to the superintendent for review prior to possible placement on the school board agenda.

IV. ADOPTION AND REVIEW OF POLICY

A. The school board shall give notice of proposed policy changes or adoption of new policies by placing the item on the agenda of two school board meetings. The proposals shall be distributed and public comment will be allowed at both meetings.

B. The final action taken to adopt the proposed policy shall be approved by a simple majority vote of the school board at a meeting after the two meetings at which public input was received. The policy will be effective on the latter of the date of passage or the date stated in the motion.

C. In an emergency, a new or modified policy may be adopted by a majority vote of a quorum of the school board in a single meeting. A statement regarding the emergency and the need for immediate adoption of the policy shall be included in the minutes. The policy adopted in an emergency shall expire within one year following the emergency action unless the policy adoption procedure stated above is followed and the policy is reaffirmed. The school board shall have discretion to determine what constitutes an emergency.

D. If a policy is modified with minor changes that do not affect the substance of the policy or because of a legal change over which the school board has no control, the modified policy may be approved at one meeting at the discretion of the school board.

V. IMPLEMENTATION OF AND ACCESS TO POLICY

A. The superintendent shall be responsible for implementing school board policies, other than the policies that cover how the school board will operate. The superintendent shall develop administrative guidelines and directives to provide greater specificity and consistency in the process of implementation. These guidelines and directives, including employee and student handbooks, shall be subject to annual review and approval by the school board.

B. Each school board member shall have access to school district policies. A copy of the school district policies shall be placed in the office of each school attendance center and in the central school district office and shall be available for reference purposes to other interested persons.

C. The superintendent, employees designated by the superintendent, and individual school board members shall be responsible for keeping the policy current.

D. The school board shall review policies at least once every three years. The superintendent shall be responsible for developing a system of periodic review, addressing approximately one third of the policies annually. In addition, the school board shall review the following policies annually: 506 Student Discipline; 722 Public Data Requests; and 806 Crisis Management Policy.

E. When no school board policy exists to provide guidance on a matter, the superintendent is authorized to act appropriately under the circumstances keeping in mind the mission, educational philosophy, and financial condition of the school district. Under such circumstances, the superintendent shall advise the school board of the need for a policy and present a recommended policy to the school board for approval.

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

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

Replacing: Policies 8065, 9065
First Reading: 01-19-2016
Adopted: 02-23-2106 ISD709
Updated: 02-27-2018
First Reading: 06-07-2022
Second Reading: 08-04-2022

209 CODE OF ETHICS

I. PURPOSE

The purpose of this policy is to assist the individual school board member in understanding his or her role as part of a school board and in recognizing the contribution that each member must make to develop an effective and responsible school board.

II. GENERAL STATEMENT OF POLICY

Each school board member shall follow the code of ethics stated in this policy.

A. AS A MEMBER OF THE SCHOOL BOARD, I WILL:

1. Attend school board meetings.

2. Come to the meetings prepared for discussion of the agenda items.

3. Listen to the opinions and views of others (including, but not limited to, other school board members, administration, staff, students, and community members).

4. Vote my conscience after informed discussion, unless I abstain because a conflict of interest exists.

5. Support the decision of the school board, even if my position concerning the issue was different.

6. Recognize the integrity of my predecessors and associates and appreciate their work.

7. Be primarily motivated by a desire to provide the best possible education for the students of my school district.

8. Inform myself about the proper duties and functions of a school board member.

B. IN PERFORMING THE PROPER FUNCTIONS OF A SCHOOL BOARD MEMBER, I WILL:

1. Focus on education policy as much as possible.

2. Remember my responsibility is to set policy – not to implement policy.

3. Consider myself a trustee of public education and do my best to protect, conserve, and advance its progress.

4. Recognize that my responsibility, exercised through the actions of the school board as a whole, is to see that the schools are properly run – not to run them myself.

5. Work through the superintendent – not over or around the superintendent.

6. Delegate the implementation of school board decisions to the superintendent.

C. TO MAINTAIN RELATIONS WITH OTHER MEMBERS OF THE SCHOOL BOARD, I WILL:

1. Respect the rights of others to have and express opinions.

2. Recognize that authority rests with the school board in legal session – not with the individual members of the school board except as authorized by law.

3. Make no disparaging remarks, in or out of school board meetings, about other members of the school board or their opinions.

4. Keep an open mind about how I will vote on any proposition until the board has met and fully discussed the issue.

5. Make decisions by voting in school board meetings after all sides of debatable questions have been presented.

6. Insist that committees be appointed to serve only in an advisory capacity to the school board.

D. IN MEETING MY RESPONSIBILITIES TO MY COMMUNITY, I WILL:

1. Attempt to appraise and plan for both the present and future educational needs of the school district and community.

2. Attempt to obtain adequate financial support for the school district's programs.

3. Insist that business transactions of the school district be ethical and open.

4. Strive to uphold my responsibilities and accountability to the taxpayers in my school district.

E. IN WORKING WITH THE SUPERINTENDENT OF SCHOOLS AND STAFF, I WILL:

1. Hold the superintendent responsible for the administration of the school district.

2. Give the superintendent authority commensurate with his or her responsibilities.

3. Assure that the school district will be administered by the best professional personnel available.

4. Consider the recommendation of the superintendent in hiring all employees.

5. Participate in school board action after considering the recommendation of the superintendent and only after the superintendent has furnished adequate information supporting the recommendation.

6. Insist the superintendent keep the school board adequately informed at all times.

7. Offer the superintendent counsel and advice.

8. Recognize the status of the superintendent as the chief executive officer and a non-voting, ex officio member of the school board.

9. Refer all complaints to the proper administrative officer or insist that they be presented in writing to the whole school board for proper referral according to the chain of command.

10. Present any personal criticisms of employees to the superintendent.

11. Provide support for the superintendent and employees of the school district so they may perform their proper functions on a professional level.

F. IN FULFILLING MY LEGAL OBLIGATIONS AS A SCHOOL BOARD MEMBER, I WILL:

1. Comply with all federal, state, and local laws relating to my work as a school board member.

2. Comply with all school district policies as adopted by the school board.

3. Abide by all rules and regulations as promulgated by the Minnesota Department of Education and other state and federal agencies with jurisdiction over school districts.

4. Recognize that school district business may be legally transacted only in an open meeting of the school board.

5. Avoid conflicts of interest and refrain from using my school board position for personal gain.

6. Take no private action that will compromise the school board or administration.

7. Guard the confidentiality of information that is protected under applicable law.

Legal References: Minn. Stat. § 123B.02, Subd. 1 (General Powers of Independent School Districts)
Minn. Stat. § 123B.09 (Boards of Independent School Districts)
Minn. Stat. § 123B.143, Subd. 1 (Superintendent)

Cross References: None

Replacing: Policy 8050
First Reading: 06-16-2015
Adopted: 07-21-2015
04-19-2016 ISD 709 (Renumbered only)
Updated: 02-27-2018
First Reading: 06-07-2022
Second Reading: 08-04-2022

210 CONFLICT OF INTEREST – SCHOOL BOARD MEMBERS

I. PURPOSE

The purpose of this policy is to observe state statutes regarding conflicts of interest and to engage in school district business activities in a fashion designed to avoid any conflict of interest or the appearance of impropriety.

II. GENERAL STATEMENT OF POLICY

It is the policy of the school board to contract for goods and services in conformance with statutory conflict of interest laws and in a manner that will avoid any conflict of interest or the appearance thereof. Accordingly, the school board will contract under the statutory exception provisions only when it is clearly in the best interest of the school district because of limitations that may exist on goods or services otherwise available to the school district.

III. GENERAL PROHIBITIONS AND RECOGNIZED STATUTORY EXCEPTIONS

A. A school board member who is authorized to take part in any manner in making any sale, lease, or contract in his or her official capacity shall not voluntarily have a personal financial interest in that sale, lease, or contract or personally benefit financially therefrom.

B. In the following circumstances, however, the school board may as an exception, by unanimous vote, contract for goods or services with a school board member of the school district:

1. In the designation of a bank or savings association, in which a school board member is interested, as an authorized depository for school district funds and as a source of borrowing, provided such deposited funds are protected in accordance with Minnesota Statutes chapter 118A. Any school board member having said interest shall disclose that interest and the interest shall be entered upon the school board minutes. Disclosure shall be made when such bank or savings association is first designated as a depository or source of borrowing, or when such school board member is elected, whichever is later. Disclosure serves as notice of the interest and need only be made once;

2. The designation of an official newspaper, or publication of official matters therein, in which the school board member is interested when it is the only newspaper complying with statutory requirements relating to the designation or publication;

3. A contract with a cooperative association of which the school board member is a shareholder or stockholder but not an officer or manager;

4. A contract for which competitive bids are not required by law. A contract made under this exception will be void unless the following procedures are observed:

   a. The school board shall authorize the contract in advance of its performance by adopting a resolution setting out the essential facts and determining that the contract price is as low as or lower than the price at which the goods or services could be obtained elsewhere.

   b. In the case of an emergency when the contract cannot be authorized in

advance, payment of the claims must be authorized by a like resolution wherein the facts of the emergency are also stated.

c. Before a claim is paid, the interested school board member shall file with the clerk of the school board an affidavit stating:

(1) The name of the school board member and the office held;

(2) An itemization of the goods or services furnished;

(3) The contract price;

(4) The reasonable value;

(5) The interest of the school board member in the contract; and

(6) That to the best of the school board member's knowledge and belief, the contract price is as low as, or lower than, the price at which the goods or services could be obtained from other sources.

5. A school board member may contract with the school district to provide construction materials or services, or both, when the sealed bid process is used. When the contract comes before the school board for consideration, the interested school board member may not vote on the contract. (***Note****: This section applies only when the school district has a population of 1,000 or less according to the last federal census*.)

6. A school board member may rent space in a public facility at a rate commensurate with that paid by other members of the public.

C. In the following circumstances, the school board may as an exception, by majority vote at a meeting at which all school board members are present, contract for services with a school board member of the school district: A school board member may be newly employed or may continue to be employed by the school district as an employee only if there is a reasonable expectation on July 1, or at the time the contract is entered into or extended, that the amount to be earned by that school board member under that contract or employment relationship, will not exceed $20,000 in that fiscal year. If the school board member does not receive majority approval to be initially employed or to continue in employment at a meeting at which all school board members are present, that employment is immediately terminated and that school board member has no further rights to employment while serving as a school board member in the school district.

D. The school board may contract with a class of school district employees, such as teachers or custodians, when the spouse of a school board member is a member of the class of employees contracting with the school board and the employee spouse receives no special monetary or other benefit that is substantially different from the benefits that other members of the class receive under the employment contract. For the school board to invoke this exception, it must have a majority of disinterested school board members vote to approve the contract, direct the school board member spouse to abstain from voting to approve the contract, and publicly set out the essential facts of the contract at the meeting in which the contract is approved.

IV. LIMITATIONS ON RELATED EMPLOYEES

A. The school board must hire or dismiss teachers only at duly called meetings. When a husband and wife, brother and sister, or two brothers or sisters, constitute a quorum, no contract employing a teacher may be made or authorized except upon the unanimous vote of the full school board.

B. The school board may not employ any teacher related by blood or marriage to a school board member, within the fourth degree as computed by the civil law, except by a unanimous vote of the full school board.

V. CONFLICTS PRIOR TO TAKING OFFICE

A school board member with personal financial interest in a sale, lease, or contract with the school district which was entered before the school board member took office and presents an actual or potential conflict of interest, shall immediately notify the school board of such interest. It shall thereafter be the responsibility of the school board member to refrain from participating in any action relating to the sale, lease, or contract. At the time of renewal of any such sale, lease, or contract, the school board may enter into or renew such sale, lease, or contract only if it falls within one of the enumerated exceptions for contracts relating to goods or services provided above and if the procedures provided in this policy are followed.

VI. DETERMINATION AS TO WHETHER A CONFLICT OF INTEREST EXISTS

The determination as to whether a conflict of interest exists is to be made by the school board. Any school board member who has an actual or potential conflict shall notify the school board of such conflict immediately. The school board member shall thereafter cooperate with the school board as necessary for the school board to make its determination.

Legal References: Minn. Stat. § 122A.40, Subd. 3 (Employment; Contracts; Termination)
Minn. Stat. § 123B.195 (Board Member's Right to Employment)
Minn. Stat. § 471.87 (Public Officers, Interest in Contract; Penalty)
Minn. Stat. § 471.88, Subds. 2, 3, 4, 5, 12, 13, and 21 (Exceptions)
Minn. Stat. § 471.89 (Contract, When Void)
Op. Atty. Gen. 437-A-4, March 15, 1935
Op. Atty. Gen. 90-C-5, July 30, 1940
Op. Atty. Gen. 90-A, August 14, 1957

Cross References: MSBA/MASA Model Policy 101 (Legal Status of the School Board)
MSBA/MASA Model Policy 209 (Code of Ethics)

Replacing: Policy 8045

Adopted: _____ *MSBA/MASA Model Policy 210*
Orig. 1995
Revised: _____ *Rev. 2022*

210 CONFLICT OF INTEREST – SCHOOL BOARD MEMBERS

[Note: The provisions of this policy substantially reflect legal requirements.]

I. PURPOSE

The purpose of this policy is to observe state statutes regarding conflicts of interest and to engage in school district business activities in a fashion designed to avoid any conflict of interest or the appearance of impropriety.

II. GENERAL STATEMENT OF POLICY

It is the policy of the school board to contract for goods and services in conformance with statutory conflict of interest laws and in a manner that will avoid any conflict of interest or the appearance thereof. Accordingly, the school board will contract under the statutory exception provisions only when it is clearly in the best interest of the school district because of limitations that may exist on goods or services otherwise available to the school district.

III. GENERAL PROHIBITIONS AND RECOGNIZED STATUTORY EXCEPTIONS

A. A school board member who is authorized to take part in any manner in making any sale, lease, or contract in his or her official capacity shall not voluntarily have a personal financial interest in that sale, lease, or contract or personally benefit financially therefrom.

B. In the following circumstances, however, the school board may as an exception, by unanimous vote, contract for goods or services with a school board member of the school district:

1. In the designation of a bank or savings association, in which a school board member is interested, as an authorized depository for school district funds and as a source of borrowing, provided such deposited funds are protected in accordance with Minnesota Statutes chapter 118A. Any school board member having said interest shall disclose that interest and the interest shall be entered upon the school board minutes. Disclosure shall be made when such bank or savings association is first designated as a depository or source of borrowing, or when such school board member is elected, whichever is later. Disclosure serves as notice of the interest and need only be made once;

2. The designation of an official newspaper, or publication of official matters therein, in which the school board member is interested when it is the only newspaper complying with statutory requirements relating to the designation or publication;

3. A contract with a cooperative association of which the school board member is a shareholder or stockholder but not an officer or manager;

4. A contract for which competitive bids are not required by law. A contract made under this exception will be void unless the following procedures are observed:

a. The school board shall authorize the contract in advance of its performance by adopting a resolution setting out the essential facts and determining that the contract price is as low as or lower than the price at which the goods or services could be obtained elsewhere.

b. In the case of an emergency when the contract cannot be authorized in advance, payment of the claims must be authorized by a like resolution wherein the facts of the emergency are also stated.

c. Before a claim is paid, the interested school board member shall file with the clerk of the school board an affidavit stating:

(1) The name of the school board member and the office held;

(2) An itemization of the goods or services furnished;

(3) The contract price;

(4) The reasonable value;

(5) The interest of the school board member in the contract; and

(6) That to the best of the school board member's knowledge and belief, the contract price is as low as, or lower than, the price at which the goods or services could be obtained from other sources.

5. A school board member may contract with the school district to provide construction materials or services, or both, when the sealed bid process is used. When the contract comes before the school board for consideration, the interested school board member may not vote on the contract. (***Note****: This section applies only when the school district has a population of 1,000 or less according to the last federal census*.)

6. A school board member may rent space in a public facility at a rate commensurate with that paid by other members of the public.

C. In the following circumstances, the school board may as an exception, by majority vote at a meeting at which all school board members are present, contract for services with a school board member of the school district: A school board member may be newly employed or may continue to be employed by the school district as an employee only if there is a reasonable expectation on July 1, or at the time the contract is entered into or extended, that the amount to be earned by that school board member under that contract or employment relationship, will not exceed $20,000 in that fiscal year. If the school board member does not receive majority approval to be initially employed or to continue in employment at a meeting at which all school board members are present, that employment is immediately terminated and that school board member has no further rights to employment while serving as a school board member in the school district.

[Note: The $8,000 figure increased to $20,000 effective July 1, 2022]

D. The school board may contract with a class of school district employees, such as teachers or custodians, when the spouse of a school board member is a member of the class of employees contracting with the school board and the employee spouse receives

no special monetary or other benefit that is substantially different from the benefits that other members of the class receive under the employment contract. For the school board to invoke this exception, it must have a majority of disinterested school board members vote to approve the contract, direct the school board member spouse to abstain from voting to approve the contract, and publicly set out the essential facts of the contract at the meeting in which the contract is approved.

IV. LIMITATIONS ON RELATED EMPLOYEES

A. The school board must hire or dismiss teachers only at duly called meetings. When a husband and wife, brother and sister, or two brothers or sisters, constitute a quorum, no contract employing a teacher may be made or authorized except upon the unanimous vote of the full school board.

B. The school board may not employ any teacher related by blood or marriage to a school board member, within the fourth degree as computed by the civil law, except by a unanimous vote of the full school board.

V. CONFLICTS PRIOR TO TAKING OFFICE

A school board member with personal financial interest in a sale, lease, or contract with the school district which was entered before the school board member took office and presents an actual or potential conflict of interest, shall immediately notify the school board of such interest. It shall thereafter be the responsibility of the school board member to refrain from participating in any action relating to the sale, lease, or contract. At the time of renewal of any such sale, lease, or contract, the school board may enter into or renew such sale, lease, or contract only if it falls within one of the enumerated exceptions for contracts relating to goods or services provided above and if the procedures provided in this policy are followed.

VI. DETERMINATION AS TO WHETHER A CONFLICT OF INTEREST EXISTS

The determination as to whether a conflict of interest exists is to be made by the school board. Any school board member who has an actual or potential conflict shall notify the school board of such conflict immediately. The school board member shall thereafter cooperate with the school board as necessary for the school board to make its determination.

Legal References:
Minn. Stat. § 122A.40, Subd. 3 (Employment; Contracts; Termination)
Minn. Stat. § 123B.195 (Board Member's Right to Employment)
Minn. Stat. § 471.87 (Public Officers, Interest in Contract; Penalty)
Minn. Stat. § 471.88, Subds. 2, 3, 4, 5, 12, 13, and 21 (Exceptions)
Minn. Stat. § 471.89 (Contract, When Void)
Op. Atty. Gen. 437-A-4, March 15, 1935
Op. Atty. Gen. 90-C-5, July 30, 1940
Op. Atty. Gen. 90-A, August 14, 1957

Cross References:
MSBA/MASA Model Policy 101 (Legal Status of the School Board)
MSBA/MASA Model Policy 209 (Code of Ethics)

~~8045 CONFLICT OF INTEREST~~

~~A School Board member shall not have any direct pecuniary interest in a contract with the School District, nor shall he/she furnish directly any labor, equipment, services, or supplies to the School District except those services for which the member is paid a uniform stipend or for services provided to the School District directly related to specifically assigned School Board duties for which a specific rate of reimbursement has been determined.~~

~~In the event a School Board member is employed by a corporation or business or has a secondary interest in a corporation or business which furnishes goods or services to the School District, the School Board member shall declare his/her interest and refrain from debating or voting upon the question of contract with the company.~~

~~It is not the intent of this policy to prevent the School District from contracting with corporations or businesses because a School Board member is an employee of the firm. The policy is designed to prevent placing a School Board member in a position where his/her interest in the School District and his/her interest in his/her place of employment (or other indirect interest) might conflict and to avoid appearances of conflict of interest even though such conflict may not exist.~~

~~Should a School Board member hold a proprietary interest in a company which is the sole official supplier of selected equipment or material that is geographically located within the School District, the administrative staff shall report to the School Board prior to making individual or cumulative purchases from that company in excess of $5,000.00 in any fiscal year.~~

~~References: MSA 127.15~~
~~MSA 471.87-471.89~~

~~Adopted: 06-09-1970 ISD 709~~
~~Revised: 04-12-1977~~
~~08-10-1982~~
~~06-20-1995 ISD 709~~

416 DRUG AND ALCOHOL TESTING

I. PURPOSE

A. The school board recognizes the significant problems created by drug and alcohol use in society in general, and the public schools in particular. The school board further recognizes the important contribution that the public schools have in shaping the youth of today into the adults of tomorrow.

B. The school board believes that a work environment free of drug and alcohol use will be not only safer, healthier, and more productive but also more conducive to effective learning. To provide such an environment, the purpose of this policy is to provide authority so that the school board may require all employees and/or job applicants to submit to drug and alcohol testing in accordance with the provisions of this policy and as provided in federal law and Minnesota Statutes, sections 181.950-181.957.

II. GENERAL STATEMENT OF POLICY

A. All school district employees and job applicants whose positions require a commercial driver's license will be required to undergo drug and alcohol testing in accordance with federal law and the applicable provisions of this policy. The school district also may request or require that drivers submit to drug and alcohol testing in accordance with the provisions of this policy and as provided in Minnesota Statutes, sections 181.950-181.957.

B. The school district may request or require that any school district employee or job applicant, other than an employee or applicant whose position requires a commercial driver's license, submit to drug and alcohol testing in accordance with the provisions of this policy and as provided in Minnesota Statutes, sections 181.950-181.957.

C. The use, possession, sale, purchase, transfer, or dispensing of any drugs not medically prescribed, including medical cannabis, whether or not it has been prescribed for the employee, is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of drugs that are not medically prescribed, including medical cannabis, whether or not it has been prescribed for the employee, is also prohibited throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school district property. Employees under the influence of drugs that are not medically prescribed are prohibited from entering or remaining on school district property.

D. The use, possession, sale, purchase, transfer, or dispensing of alcohol is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of alcohol is also prohibited throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school district property. Employees under the influence of alcohol are prohibited from entering or remaining on school district property.

E. Any employee who violates this section shall be subject to discipline that includes, but is not limited to, immediate suspension without pay and immediate discharge.

III. FEDERALLY MANDATED DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS

A. General Statement of Policy

All persons subject to commercial driver's license requirements shall be tested for alcohol, marijuana (including medical cannabis), cocaine, amphetamines, opiates (including heroin), and phencyclidine (PCP), pursuant to federal law. Drivers who test positive for alcohol or drugs shall be subject to disciplinary action, which may include termination of employment.

B. Definitions

1. "Actual Knowledge" means actual knowledge by the school district that a driver has used alcohol or controlled substances based on: (a) direct observation of the employee's use (not observation of behavior sufficient to warrant reasonable suspicion testing); (b) information provided by a previous employer; (c) a traffic citation; or (d) an employee's admission, except when made in connection with a qualified employee self-admission program.

2. "Alcohol Screening Device" (ASD) means a breath or saliva device, other than an Evidential Breath Testing Device (EBT), that is approved by the National Highway Traffic Safety Administration and placed on its Conforming Products List for such devices.

3. "Breath Alcohol Technician" (BAT) means an individual who instructs and assists individuals in the alcohol testing process and who operates the EBT.

4. "Commercial Motor Vehicle" (CMV) includes a vehicle that is designed to transport 16 or more passengers, including the driver.

5. "Designated Employer Representative" (DER) means an employee authorized by the school district to take immediate action to remove employees from safety-sensitive duties, or cause employees to be removed from these covered duties, and to make required decisions in the testing and evaluation process. The DER receives test results and other communications for the school district.

6. "Department of Transportation" (DOT) means United States Department of Transportation.

7. "Direct Observation" means observation of alcohol or controlled substances use and does not include observation of employee behavior or physical characteristics sufficient to warrant reasonable suspicion testing.

8. "Driver" is any person who operates a CMV, including full-time, regularly employed drivers, casual, intermittent, or occasional drivers, leased drivers, and independent owner-operator contractors.

9. "Evidential Breath Testing Device" (EBT) means a device approved by the National Highway Traffic Safety Administration for the evidentiary testing of breath for alcohol concentration and placed on its Conforming Products List for such devices.

10. "Licensed Medical Practitioner" means a person who is licensed, certified, and/or registered, in accordance with applicable Federal, State, local, or foreign laws

and regulations, to prescribe controlled substances and other drugs.

11. "Medical Review Officer" (MRO) means a licensed physician responsible for receiving and reviewing laboratory results generated by the school district's drug testing program and for evaluating medical explanations for certain drug tests.

12. "Refusal to Submit" (to an alcohol or controlled substances test) means that a driver: (a) fails to appear for any test within a reasonable time, as determined by the school district, consistent with applicable DOT regulations, after being directed to do so; (b) fails to remain at the testing site until the testing process is complete; (c) fails to provide a urine specimen or an adequate amount of saliva or breath for any DOT drug or alcohol test; (d) fails to permit the observation or monitoring of the driver's provision of a specimen in the case of a directly observed or monitored collection in a drug test; (e) fails to provide a sufficient breath specimen or sufficient amount of urine when directed and a determination has been made that no adequate medical explanation for the failure exists; (f) fails or declines to take an additional test as directed by the school district or the collector; (g) fails to undergo a medical examination or evaluation, as directed by the MRO or the DER; (h) fails to cooperate with any part of the testing process (e.g., refuses to empty pockets when so directed by the collector, behaves in a confrontational way that disrupts the collection process, fails to wash hands after being directed to do so by the collector, fails to sign the certification on the forms); (i) fails to follow the observer's instructions, in an observed collection, to raise the driver's clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if the driver has any type of prosthetic or other device that could be used to interfere with the collection process; (j) possesses or wears a prosthetic or other device that could be used to interfere with the collection process; (k) admits to the collector or MRO that the driver adulterated or substituted the specimen; or (l) is reported by the MRO as having a verified adulterated or substituted test result. An applicant who fails to appear for a pre-employment test, who leaves the testing site before the pre-employment testing process commences, or who does not provide a urine specimen because he or she has left before it commences is not deemed to have refused to submit to testing.

13. "Safety-Sensitive Functions" are on-duty functions from the time the driver begins work or is required to be in readiness to work until relieved from work and all responsibility for performing work, and include such functions as driving, loading and unloading vehicles, or supervising or assisting in the loading or unloading of vehicles, servicing, repairing, obtaining assistance to repair, or remaining in attendance during the repair of a disabled vehicle.

14. "Screening Test Technician" (STT) means anyone who instructs and assists individuals in the alcohol testing process and operates an ASD.

15. "Stand Down" means the practice of temporarily removing an employee from performing safety-sensitive functions based only upon a laboratory report to the MRO of a confirmed positive test for a drug or drug metabolite, an adulterated test, or a substituted test before the MRO completes the verification process.

16. "Substance Abuse Professional" (SAP) means a qualified person who evaluates employees who have violated a DOT drug and alcohol regulation and makes

recommendations concerning education, treatment, follow-up testing, and aftercare.

C. Policy and Educational Materials

1. The school district shall provide a copy of this policy and procedures to each driver prior to the start of its alcohol and drug testing program and to each driver subsequently hired or transferred into a position requiring driving of a CMV.

2. The school district shall provide to each driver information required under Title 49 of the Code of Federal Regulations, including information concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol or controlled substance problem (the driver's or a coworker's); and available methods of intervening when an alcohol or controlled substance problem is suspected, including confrontation, referral to an employee assistance program, and/or referral to management.

3. The school district shall provide written notice to representatives of employee organizations that the information described above is available.

4. The school district shall require each driver to sign a statement certifying that the driver received a copy of the policy and materials. This statement should be in the form of Attachment A to this policy. The school district will maintain the original signed certificate and will provide a copy to the driver if the driver so requests.

D. Alcohol and Controlled Substances Testing Program Manager

1. The program manager will coordinate the implementation, direction, and administration of the alcohol and controlled substances testing policy for bus drivers. The program manager is the principal contact for the collection site, the testing laboratory, the MRO, the BAT, the SAP, and the person submitting to the test. Employee questions concerning this policy shall be directed to the program manager.

2. The school district shall designate a program manager and provide written notice of the designation to each driver along with this policy.

E. Specific Prohibitions for Drivers

1. Alcohol Concentration. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater. Drivers who test greater than 0.04 will be taken out of service and will be subject to evaluation by a professional and retesting at the driver's expense.

2. Alcohol Possession. No driver shall be on duty or operate a CMV while the driver possesses alcohol.

3. On-Duty Use. No driver shall use alcohol while performing safety-sensitive functions.

4. Pre-Duty Use. No driver shall perform safety-sensitive functions within four (4) hours after using alcohol.

5. Use Following an Accident. No driver required to take a post-accident test shall use alcohol for eight (8) hours following the accident, or until the driver undergoes a post-accident alcohol test, whichever occurs first.

6. Refusal to Submit to a Required Test. No driver shall refuse to submit to an alcohol or controlled substances test required by post-accident, random, reasonable suspicion, return-to-duty, or follow-up testing requirements. A verified adulterated or substituted drug test shall be considered a refusal to test.

7. Use of Controlled Substances. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to instructions (which have been presented to the school district) from a licensed medical practitioner who is familiar with the driver's medical history and has advised the driver that the substance does not adversely affect the driver's ability to safely operate a CMV. Controlled substance includes medical cannabis, regardless of whether the driver is enrolled in the state registry program.

8. Positive, Adulterated, or Substituted Test for Controlled Substance. No driver shall report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive for controlled substances, including medical cannabis, or has adulterated or substituted a test specimen for controlled substances.

9. General Prohibition. Drivers are also subject to the general policies and procedures of the school district that prohibit possession, transfer, sale, exchange, reporting to work under the influence of drugs or alcohol, and consumption of drugs or alcohol while at work or while on school district premises or operating any school district vehicle, machinery, or equipment.

F. Other Alcohol-Related Conduct

No driver found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall perform safety-sensitive functions for at least twenty-four (24) hours following administration of the test. The school district will not take any action under this policy other than removal from safety-sensitive functions based solely on test results showing an alcohol concentration of less than 0.04 but may take action otherwise consistent with law and the policies of the school district.

G. Prescription Drugs/Cannabinoid Products

A driver shall inform the driver's supervisor if at any time the driver is using a controlled substance pursuant to a physician's prescription. The physician's instructions shall be presented to the school district upon request. Use of a prescription drug shall be allowed if the physician has advised the driver that the prescribed drug will not adversely affect the driver's ability to safely operate a CMV. Use of medical cannabis is prohibited notwithstanding the driver's enrollment in the patient registry. Use of nonintoxicating cannabinoids or edible cannabinoid products is not a legitimate medical explanation for a confirmed positive test result for marijuana. MROs will verify a drug test confirmed as positive, even if a driver claims to have only used nonintoxicating cannabinoids or

edible cannabinoid product.

H. Testing Requirements

1. Pre-Employment Testing

a. A driver applicant shall undergo testing for [alcohol and] controlled substances, including medical cannabis, before the first time the driver performs safety-sensitive functions for the school district.

b. Tests shall be conducted only after the applicant has received a conditional offer of employment.

c. To be hired, the applicant must test negative and must sign an agreement in the form of Attachment B to this policy, authorizing former employers to release to the school district all information on the applicant's alcohol tests with results of blood alcohol concentration of 0.04 or higher, or verified positive results for controlled substances, including medical cannabis, or refusals to be tested (including verified adulterated or substituted drug test results), or any other violations of DOT agency drug and alcohol testing regulations, or, if the applicant violated the testing regulations, documentation of the applicant's successful completion of DOT return-to-duty requirements (including follow-up tests), within the preceding two (2) years.

d. The applicant also must be asked whether he or she has tested positive, or refused to test, on any pre-employment drug or alcohol test administered by an employer to which the employee, during the last two (2) years, applied for, but did not obtain, safety-sensitive transportation work covered by DOT testing rules.

e. Before employing a driver subject to controlled substances and alcohol testing, the school district must conduct a full pre-employment query of the federal Commercial Driver's License (CDL) Drug and Alcohol Clearinghouse ("Clearinghouse") to obtain information about whether the driver (1) has a verified positive, adulterated, or substituted controlled substances test result; (2) has an alcohol confirmation test with a concentration of 0.04 or higher; (3) has refused to submit to a test in violation of federal law; or (4) that an employer has reported actual knowledge that the driver used alcohol on duty, before duty, or following an accident in violation of federal law or used a controlled substance in violation of federal law. The applicant must give specific written or electronic consent for the school district to conduct the Clearinghouse full query. The school district shall retain the consent for three (3) years from the date of the query.

3. Post-Accident Testing

a. As soon as practicable following an accident involving a CMV, the school district shall test the driver for alcohol and controlled substances, including medical cannabis, if the accident involved the loss of human life or if the driver receives a citation for a moving traffic violation arising from an accident which results in bodily injury or disabling damage to a

motor vehicle.

b. Drivers should be tested for alcohol use within two (2) hours and no later than eight (8) hours after the accident.

c. Drivers should be tested for controlled substances, including medical cannabis, no later than thirty-two (32) hours after the accident.

d. A driver subject to post-accident testing must remain available for testing, or shall be considered to have refused to submit to the test.

e. If a post-accident alcohol test is not administered within two (2) hours following the accident, the school district shall prepare and maintain on file a record stating the reasons the test was not promptly administered and continue to attempt to administer the alcohol test within eight (8) hours.

f. If a post-accident alcohol test is not administered within eight (8) hours following the accident or a post-accident controlled substances test is not administered within thirty-two (32) hours following the accident, the school district shall cease attempts to administer the test, and prepare and maintain on file a record stating the reasons for not administering the test.

g. The school district shall report drug and alcohol program violations to the Clearinghouse as required under federal law.

4. Random Testing

a. The school district shall conduct tests on a random basis at unannounced times throughout the year, as required by the federal regulations.

b. The school district shall test for alcohol at a minimum annual percentage rate of 10% of the average number of driver positions, and for controlled substances, including medical cannabis, at a minimum annual percentage of 50%.

c. The school district shall adopt a scientifically valid method for selecting drivers for testing, such as random number table or a computer-based random number generator that is matched with identifying numbers of the drivers. Each driver shall have an equal chance of being tested each time selections are made. Each driver selected for testing shall be tested during the selection period.

d. Random tests shall be unannounced. Dates for administering random tests shall be spread reasonably throughout the calendar year.

e. Drivers shall proceed immediately to the collection site upon notification of selection; provided, however, that if the driver is performing a safety-sensitive function, other than driving, at the time of notification, the driver shall cease to perform the function and proceed to the collection site as soon as possible.

5. Reasonable Suspicion Testing

   a. The school district shall require a driver to submit to an alcohol test and/or controlled substances, including medical cannabis, test when a supervisor or school district official, who has been trained in accordance with the regulations, has reasonable suspicion to believe that the driver has used alcohol and/or controlled substances, including medical cannabis, on duty, within four (4) hours before coming on duty, or just after the period of the work day. The test shall be done as soon as practicable following the observation of the behavior indicative of the use of controlled substances or alcohol.

   b. The reasonable suspicion determination must be based on specific, contemporaneous, articulable observations concerning the driver's appearance, behavior, speech, or body odors. The required observations for reasonable suspicion of a controlled substances violation may include indications of the chronic and withdrawal effects of controlled substances.

   c. Alcohol testing shall be administered within two (2) hours following a determination of reasonable suspicion. If it is not done within two (2) hours, the school district shall prepare and maintain a record explaining why it was not promptly administered and continue to attempt to administer the alcohol test within eight (8) hours. If an alcohol test is not administered within eight (8) hours following the determination of reasonable suspicion, the school district shall cease attempts to administer the test and state in the record the reasons for not administering the test.

   d. The supervisor or school district official who makes observations leading to a controlled substances reasonable suspicion test shall make and sign a written record of the observations within twenty-four (24) hours of the observed behavior or before the results of the drug test are released, whichever is earlier.

6. Return-To-Duty Testing. A driver found to have violated this policy shall not return to work until an SAP has determined the employee has successfully complied with prescribed education and/or treatment and until undergoing return-to-duty tests indicating an alcohol concentration of less than 0.02 and a confirmed negative result for the use of controlled substances. The school district is not required to return a driver to safety-sensitive duties because the driver has met these conditions; this is a personnel decision subject to collective bargaining agreements or other legal requirements.

7. Follow-Up Testing. When an SAP has determined that a driver is in need of assistance in resolving problems with alcohol and/or controlled substances, the driver shall be subject to unannounced follow-up testing as directed by the SAP for up to sixty (60) months after completing a treatment program.

8. Refusal to Submit and Attendant Consequences

   a. A driver or driver applicant may refuse to submit to drug and alcohol testing.

b. Refusal to submit to a required drug or alcohol test subjects the driver or driver applicant to the consequences specified in federal regulations as well as the civil and/or criminal penalty provisions of 49 United States Code section 521(b). In addition, a refusal to submit to testing establishes a presumption that the driver or driver applicant would test positive if a test were conducted and makes the driver or driver applicant subject to discipline or disqualification under this policy.

c. A driver applicant who refuses to submit to testing shall be disqualified from further consideration for the conditionally offered position.

d. An employee who refuses to submit to testing shall not be permitted to perform safety-sensitive functions and will be considered insubordinate and subject to disciplinary action, up to and including dismissal. If an employee is offered an opportunity to return to a DOT safety-sensitive duty, the employee will be evaluated by an SAP and must submit to a return-to-duty test prior to being considered for reassignment to safety-sensitive functions.

e. Drivers or driver applicants who refuse to submit to required testing will be required to sign Attachment C to this policy.

I. Testing Procedures

1. Drug Testing

a. Drug testing is conducted by analyzing a donor's urine specimen. Split urine samples will be collected in accordance with federal regulations. The donor will provide a urine sample at a designated collection site. The collection site personnel will then pour the sample into two sample bottles, labeled "primary" and "split," seal the specimen bottles, complete the chain of custody form, and prepare the specimen bottles for shipment to the testing laboratory for analysis. The specimen preparation shall be conducted in sight of the donor.

b. If the donor is unable to provide the appropriate quantity of urine, the collection site person shall instruct the individual to drink up to forty (40) ounces of fluid distributed reasonably through a period of up to three (3) hours to attempt to provide a sample. If the individual is still unable to provide a complete sample, the test shall be discontinued and the school district notified. The DER shall refer the donor for a medical evaluation to determine if the donor's inability to provide a specimen is genuine or constitutes a refusal to test. For pre-employment testing, the school district may elect to not have a referral made, and revoke the employment offer.

c. Drug test results are reported directly to the MRO by the testing laboratory. The MRO reports the results to the DER. If the results are negative, the school district is informed and no further action is necessary. If the test result is confirmed positive, adulterated,

substituted, or invalid, the MRO shall give the donor an opportunity to discuss the test result. The MRO will contact the donor directly, on a confidential basis, to determine whether the donor wishes to discuss the test result. The MRO shall notify each donor that the donor has seventy-two (72) hours from the time of notification in which to request a test of the split specimen at the donor's expense. No split specimen testing is done for an invalid result.

d. If the donor requests an analysis of the split specimen within seventy-two (72) hours of having been informed of a confirmed positive test, the MRO shall direct, in writing, the laboratory to provide the split specimen to another Department of Health and Human Services – SAMHSA certified laboratory for analysis. If the donor has not contacted the MRO within seventy-two (72) hours, the donor may present the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the confirmed positive test, or other circumstances unavoidably prevented the donor from timely making contact. If the MRO concludes that a legitimate explanation for the donor's failure to contact him/her within seventy-two (72) hours exists, the MRO shall direct the analysis of the split specimen. The MRO will review the confirmed positive test result to determine whether an acceptable medical reason for the positive result exists. The MRO shall confirm and report a positive test result to the DER and the employee when no legitimate medical reason for a positive test result as received from the testing laboratory exists.

e. If, after making reasonable efforts and documenting those efforts, the MRO is unable to reach the donor directly, the MRO must contact the DER who will direct the donor to contact the MRO. If the DER is unable to contact the donor, the donor will be suspended from performing safety-sensitive functions.

f. The MRO may confirm the test as a positive without having communicated directly with the donor about the test results under the following circumstances:

(1) The donor expressly declines the opportunity to discuss the test results;

(2) The donor has not contacted the MRO within seventy-two (72) hours of being instructed to do so by the DER; or

(3) The MRO and the DER, after making and documenting all reasonable efforts, have not been able to contact the donor within ten (10) days of the date the confirmed test result was received from the laboratory.

2. <u>Alcohol Testing</u>

a. The federal alcohol testing regulations require testing to be administered by a BAT using an EBT or an STT using an ASD. EBTs and ASDs can be used for screening tests but only EBTs can be used for confirmation tests.

b. Any test result less than 0.02 alcohol concentration is considered a "negative" test.

c. If the donor is unable to provide sufficient saliva for an ASD, the DER will immediately arrange to use an EBT. If the donor attempts and fails to provide an adequate amount of breath, the school district will direct the donor to obtain a written evaluation from a licensed physician to determine if the donor's inability to provide a breath sample is genuine or constitutes a refusal to test.

d. If the screening test results show alcohol concentration of 0.02 or higher, a confirmatory test conducted on an EBT will be required to be performed between fifteen (15) and thirty (30) minutes after the completion of the screening test.

e. Alcohol tests are reported directly to the DER.

J. Driver/Driver Applicant Rights

1. All drivers and driver applicants subject to the controlled substances testing provisions of this policy who receive a confirmed positive test result for the use of controlled substances have the right to request, at the driver's or driver applicant's expense, a confirming retest of the split urine sample. If the confirming retest is negative, no adverse action will be taken against the driver, and a driver applicant will be considered for employment.

2. The school district will not discharge a driver who, for the first time, receives a confirmed positive drug or alcohol test UNLESS:

a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with the SAP; and

b. The employee refuses to participate in the recommended program, or fails to successfully complete the program as evidenced by withdrawal before its completion or by a positive test result on a confirmatory test after completion of the program.

c. This limitation on employee discharge does not bar discharge of an employee for reasons independent of the first confirmed positive test result.

K. Testing Laboratory

The testing laboratory for controlled substances will be [***name, address, telephone number***], which is a laboratory certified by the Department of Health and Human

Services – SAMHSA to perform controlled substances testing pursuant to federal regulations.

L. Confidentiality of Test Results

All alcohol and controlled substances test results and required records of the drug and alcohol testing program are considered confidential information under federal law and private data on individuals as that phrase is defined in Minnesota Statutes, Chapter 13. Any information concerning the individual's test results and records shall not be released without written permission of the individual, except as provided for by regulation or law.

M. Recordkeeping Requirements and Retention of Records

1. The school district shall keep and maintain records in accordance with the federal regulations in a secure location with controlled access.

2. The required records shall be retained for the following minimum periods:

Basic records	5 years

"Basic records" includes records of: (a) alcohol test results with concentration of 0.02 or greater; (b) verified positive drug test results; (c) refusals to submit to required tests (including substituted or adulterated drug test results); (d) SAP reports; (e) all follow-up tests and schedules for follow-up tests; (f) calibration documentation; (g) administration of the testing programs; and (h) each annual calendar year summary.

Information obtained from previous employers	3 years
Alcohol and controlled substance collection procedures	2 years
Negative and cancelled controlled substance tests	1 year
Alcohol tests with less than 0.02 concentration	1 year
Education and training records	indefinite

"Education and training records" must be maintained while the individuals perform the functions which require training and for the two (2) years after ceasing to perform those functions.

3. Personal Information

Personal information about all individuals who undergo any required testing under this policy will be shared with the U.S. DOT Drug & Alcohol Clearinghouse ("Clearinghouse) as required under federal law, including:

a. The name of the person tested;

b. Any verified positive, adulterated, or substituted drug test result;

c. Any alcohol confirmation test with a BAC concentration of 0.04 or higher;

d. Any refusal to submit to any test required hereunder;

e. Any report by a supervisor of actual knowledge of use as follows

i. Any on-duty alcohol use;
ii. Any pre-duty alcohol use;
iii. Any alcohol use following an accident; and
iv. Any controlled substance use.

f. Any report from a substance abuse professional certifying successful completion of the return-to-work process;

g. Any negative return-to-duty test; and

h. Any employer's report of completion of follow-up testing.

N. Training

The school district shall ensure all persons designated to supervise drivers receive training. The designated employees shall receive at least sixty (60) minutes of training on alcohol misuse and at least sixty (60) minutes of training on controlled substances use. The training shall include physical, behavioral, speech, and performance indicators of probable misuse of alcohol and use of controlled substances. The training will be used by the supervisors to make determinations of reasonable suspicion.

O. Consequences of Prohibited Conduct and Enforcement

1. Removal. The school district shall remove a driver who has engaged in prohibited conduct from safety-sensitive functions. A driver shall not be permitted to return to safety-sensitive functions until and unless the return-to-duty requirements of federal DOT regulations have been completed.

2. Referral, Evaluation, and Treatment

a. A driver or driver applicant who has engaged in prohibited conduct shall be provided a listing of SAPs readily available to the driver or applicant and acceptable to the school district.

b. If the school district offers a driver an opportunity to return to a DOT safety-sensitive duty following a violation, the driver must be evaluated by an SAP and the driver is required to successfully comply with the SAP's evaluation recommendations (education, treatment, follow-up evaluation(s), and/or ongoing services). The school district is not required to provide an SAP evaluation or any subsequent recommended education or treatment.

[Note: School districts are not required to comply with state law governing drug and alcohol testing when the individuals are subject to the federal laws and regulations (i.e., bus drivers). If a school district, after consultation with legal counsel, chooses to comply voluntarily with these requirements, Subparagraph b., above, can be modified as follows:

b. The school district will offer a driver an opportunity to

return to a DOT safety-sensitive duty following an employee's first positive test result on a confirmatory test if no reasons independent of the first test result for discharge exist. Otherwise, the school district may choose, but is not required, to provide an SAP evaluation or any subsequent recommended education or treatment.]

c. Drivers are responsible for payment for SAP evaluations and services unless a collective bargaining agreement or employee benefit plan provides otherwise.

d. Drivers who engage in prohibited conduct also are required to comply with follow-up testing requirements.

3. Disciplinary Action

a. Any driver who refuses to submit to post-accident, random, reasonable suspicion, or follow-up testing not only shall not perform or continue to perform safety-sensitive functions, but also may be subject to disciplinary action, which may include immediate suspension without pay and/or immediate discharge.

b. Drivers who test positive with verification of a confirmatory test or are otherwise found to be in violation of this policy or the federal regulations shall be subject to disciplinary action, which may include immediate suspension without pay and/or immediate discharge.

c. Nothing in this policy limits or restricts the right of the school district to discipline or discharge a driver for conduct which not only constitutes prohibited conduct under this policy but also violates the school district's other rules or policies.

P. Other Testing

The school district may request or require that drivers submit to drug and alcohol testing other than that required by federal law. For example, drivers may be requested or required to undergo drug and alcohol testing on an annual basis as part of a routine physical examination. Such additional testing of drivers will be conducted only in accordance with the provisions of this policy and as provided in Minnesota Statutes, sections 181.950-181.957. For purposes of such additional, non-mandatory testing, drivers fall within the definition of "other employees" covered by Section IV. of this policy.

Q. Report to Clearinghouse

The school district shall promptly submit to the Clearinghouse any record generated of an individual who refuses to take an alcohol or controlled substance test required under Title 49, Code of Federal Regulations, tests positive for alcohol or a controlled substance in violation of federal regulations, or violates subpart B of Part 382 of Title 49, Code of Federal Regulations (or any subsequent corresponding regulations).

R. Annual Clearinghouse Query

1. The school district must conduct a query of the Clearinghouse record at least once per year for information for all employees subject to controlled substance and alcohol testing related to CMV operation to determine whether information exists in the Clearinghouse about those employees. In lieu of a full query, the school district may obtain the individual driver's consent to conduct a limited query to satisfy the annual query requirement. The limited query will tell the employer whether there is information about the driver in the Clearinghouse but will not release that information to the employer. If the limited query shows that information exists in the Clearinghouse about the driver, the school district must conduct a full query within twenty-four (24) hours or must not allow the driver to continue to perform any safety-sensitive function until the employee conducts the full query and the results confirm the driver's Clearinghouse record contains no prohibitions showing the driver has a verified positive, adulterated or substitute controlled substance test, no alcohol confirmation test with a concentration of 0.04 or higher, refuses to submit to a test, or was reported to have used alcohol on duty, before duty, following an accident or otherwise used a controlled substance in violation of the regulations except where the driver completed the SAP evaluation, referral and education/treatment process as required by the regulations. The school district shall comply with the query requirements set forth in 49 Code of Federal Regulations 382.701.

2 The school district may not access an individual's Clearinghouse record unless the school district (1) obtains the individual's prior written or electronic consent for access to the record; and (2) submits proof of the individual's consent to the Clearinghouse. The school district must retain the consent for three (3) years from the date of the last query. The school district shall retain for three (3) years a record of each request for records from the Clearinghouse and the information received pursuant to the request.

3. The school district shall protect the individual's privacy and confidentiality of each Clearinghouse record it receives. The school district shall ensure that information contained in a Clearinghouse record is not divulged to a person or entity not directly involved in assessing and evaluating whether a prohibition applies with respect to the individual to operate a CMV for the school district.

4. The school district may use an individual's Clearinghouse record only to assess and evaluate whether a prohibition applies with respect to the individual to operate a CMV for the school district.

IV. DRUG AND ALCOHOL TESTING FOR OTHER EMPLOYEES

The school district may request or require drug and alcohol testing for other school district personnel, i.e., employees who are not school bus drivers, or job applicants for such positions. The school district does not have a legal duty to request or require any employee or job applicant to undergo drug and alcohol testing as authorized in this policy, except for school bus drivers and other drivers of CMVs who are subject to federally mandated testing. (See Section III. of this policy.) If a school bus driver is requested or required to submit to drug or alcohol testing beyond that mandated by federal law, the provisions of Section IV. of this policy will be applicable to such testing.

A. Circumstances Under Which Drug or Alcohol Testing May Be Requested or Required:

1. General Limitations

   a. The school district will not request or require an employee or job applicant whose position does not require a commercial driver's license to undergo drug or alcohol testing, unless the testing is done pursuant to this drug and alcohol testing policy; and is conducted by a testing laboratory that meets one of the criteria listed in Minnesota Statutes, section 181.953, subdivision 1.

   b. The school district will not request or require an employee or job applicant whose position does not require a commercial driver's license to undergo drug and alcohol testing on an arbitrary and capricious basis.

2. Job Applicant Testing

   The school district may request or require any job applicant whose position does not require a commercial driver's license to undergo drug and alcohol testing, provided a job offer has been made to the applicant and the same test is requested or required of all job applicants conditionally offered employment for that position. If a job applicant has received a job offer that is contingent on the applicant's passing drug and alcohol testing, the school district may not withdraw the offer based on a positive test result from an initial screening test that has not been verified by a confirmatory test. In the event the job offer is subsequently withdrawn, the school district shall notify the job applicant of the reason for its action.

3. Random Testing

   The school district may request or require employees to undergo drug and alcohol testing on a random selection basis only if they are employed in safety-sensitive positions.

4. Reasonable Suspicion Testing

   The school district may request or require any employee to undergo drug and alcohol testing if the school district has a reasonable suspicion that the employee:

   a. is under the influence of drugs or alcohol;

   b. has violated the school district's written work rules prohibiting the use, possession, sale, or transfer of drugs or alcohol while the employee is working or while the employee is on the school district's premises or operating the school district's vehicles, machinery, or equipment;

   c. has sustained a personal injury, as that term is defined in Minnesota Statutes, section 176.011, subdivision 16, or has caused another employee to sustain a personal injury; or

   d. has caused a work-related accident or was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident.

5. Treatment Program Testing

The school district may request or require any employee to undergo drug and alcohol testing if the employee has been referred by the school district for chemical dependency treatment or evaluation or is participating in a chemical dependency treatment program under an employee benefit plan, in which case the employee may be requested or required to undergo drug and alcohol testing without prior notice during the evaluation or treatment period and for a period of up to two (2) years following completion of any prescribed chemical dependency treatment program.

6. Routine Physical Examination Testing

The school district may request or require any employee to undergo drug and alcohol testing as part of a routine physical examination provided the drug or alcohol test is requested or required no more than once annually and the employee has been given at least two weeks' written notice that a drug or alcohol test may be requested or required as part of the physical examination.

B. No Legal Duty to Test

The school district does not have a legal duty to request or require any employee or job applicant whose position does not require a commercial driver's license to undergo drug and alcohol testing.

C. Definitions

1. "Drug" means a controlled substance as defined in Minnesota Statutes, including medical cannabis, regardless of enrollment in the state registry program.

2. "Drug and Alcohol Testing," "Drug or Alcohol Testing," and "Drug or Alcohol Test" mean analysis of a body component sample by a testing laboratory that meets one of the criteria listed in Minnesota Statutes, section181.953, subdivision 1, for the purpose of measuring the presence or absence of drugs, alcohol, or their metabolites in the sample tested.

3. "Other Employees" means any persons, independent contractors, or persons working for an independent contractor who perform services for the school district for compensation, either full time or part time, in whatever form, except for persons whose positions require a commercial driver's license, and includes both professional and nonprofessional personnel. Persons whose positions require a commercial driver's license are primarily governed by the provisions of the school district's drug and alcohol testing policy relating to school bus drivers (Section III.). To the extent that the drug and alcohol testing of persons whose positions require a commercial driver's license is not mandated by federal law and regulations, such testing shall be governed by Section IV. of this policy and the drivers shall fall within this definition of "other employees."

4. "Job Applicant" means a person, independent contractor, or person working for an independent contractor who applies to become an employee of the school district in a position that does not require a commercial driver's license, and includes a person who has received a job offer made contingent on the person's passing drug or alcohol testing. Job applicants for positions requiring a

commercial driver's license are governed by the provisions of the school district's drug and alcohol testing policy relating to school bus drivers (Section III.).

5. "Positive Test Result" means a finding of the presence of drugs, alcohol, or their metabolites in the sample tested in levels at or above the threshold detection levels contained in the standards of one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1.

6. "Random Selection Basis" means a mechanism for selection of employees that:

   a. results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected; and

   b. does not give the school district discretion to waive the selection of any employee selected under the mechanism.

7. "Reasonable Suspicion" means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.

8. "Safety-Sensitive Position" means a job, including any supervisory or management position, in which an impairment caused by drug or alcohol usage would threaten the health or safety of any person.

D. Right of Other Employee or Job Applicant to Refuse Drug and Alcohol Testing and Consequences of Such Refusal

1. Right of Other Employee or Job Applicant to Refuse Drug and Alcohol Testing

   Any employee or job applicant whose position does not require a commercial driver's license has the right to refuse drug and alcohol testing subject to the provisions contained in Paragraphs 2. and 3. of Section IV.D.

2. Consequences of an Employee's Refusal to Undergo Drug and Alcohol Testing

   Any employee in a position that does not require a commercial driver's license who refuses to undergo drug and alcohol testing in the circumstances set out in the Random Testing, Reasonable Suspicion Testing, and Treatment Program Testing provisions of this policy may be subject to disciplinary action, up to and including immediate discharge.

3. Consequences of a Job Applicant's Refusal to Undergo Drug and Alcohol Testing

   Any job applicant for a position which does not require a commercial driver's license who refuses to undergo drug and alcohol testing pursuant to the Job Applicant Testing provision of this policy shall not be employed.

E. Reliability and Fairness Safeguards

1. Pretest Notice

   Before requesting an employee or job applicant whose position does not require a commercial driver's license to undergo drug or alcohol testing, the school

district shall provide the employee or job applicant with a Pretest Notice in the form of Attachment D to this policy on which to acknowledge that the employee or job applicant has received the school district's drug and alcohol testing policy.

2. Notice of Test Results

Within three (3) working days after receipt of a test result report from the testing laboratory, the school district shall inform in writing an employee or job applicant who has undergone drug or alcohol testing of a negative test result on an initial screening test or of a negative or positive test result on a confirmatory test.

3. Notice of and Right to Test Result Report

Within three (3) working days after receipt of a test result report from the testing laboratory, the school district shall inform in writing, an employee or job applicant who has undergone drug or alcohol testing of the employee or job applicant's right to request and receive from the school district a copy of the test result report on any drug or alcohol test.

4. Notice of and Right to Explain Positive Test Result

a. If an employee or job applicant has a positive test result on a confirmatory test, the school district shall provide the individual with notice of the test results and, at the same time, written notice of the right to explain the results and to submit additional information.

b. The school district may request that the employee or job applicant indicate any over-the-counter or prescription medication that the individual is currently taking or has recently taken and any other information relevant to the reliability of, or explanation for, a positive test result.

c. The employee may present verification of enrollment in the medical cannabis patient registry as part of the employee's explanation.

d. Use of nonintoxicating cannabinoids or edible cannabinoid products is not a legitimate medical explanation for a confirmed positive test result for marijuana. MROs will verify a drug test confirmed as positive, even if an employee claims to have only used nonintoxicating cannabinoids or edible cannabinoid product.

e. Within three (3) working days after notice of a positive test result on a confirmatory test, an employee or job applicant may submit information (in addition to any information already submitted) to the school district to explain that result.

5. Notice of and Right to Request Confirmatory Retests

a. If an employee or job applicant has a positive test result on a confirmatory test, the school district shall provide the individual with notice of the test results and, at the same time, written notice of the right to request a confirmatory retest of the original sample at his or her

expense.

b. An employee or job applicant may request a confirmatory retest of the original sample at his or her own expense after notice of a positive test result on a confirmatory test. Within five (5) working days after notice of the confirmatory test result, the employee or job applicant shall notify the school district in writing of his or her intention to obtain a confirmatory retest. Within three (3) working days after receipt of the notice, the school district shall notify the original testing laboratory that the employee or job applicant has requested the laboratory to conduct the confirmatory retest or to transfer the sample to another laboratory licensed under Minnesota Statutes, section 181.953, subdivision 1 to conduct the confirmatory retest. The original testing laboratory shall ensure that appropriate chain-of-custody procedures are followed during transfer of the sample to the other laboratory. The confirmatory retest must use the same drug or alcohol threshold detection levels as used in the original confirmatory test. If the confirmatory retest does not confirm the original positive test result, no adverse personnel action based on the original confirmatory test may be taken against the employee or job applicant.

6. If an employee or job applicant has a positive test result on a confirmatory test, the school district, at the time of providing notice of the test results, shall also provide written notice to inform the individual of other rights provided under Sections F. or G., below, whichever is applicable.

Attachments E and F to this policy provide the Notices described in Paragraphs 2. through 6. of this Section E.

F. Discharge and Discipline of Employees Whose Positions Do Not Require a Commercial Driver's License

1. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of a positive test result from an initial screening test that has not been verified by a confirmatory test.

2. In the case of a positive test result on a confirmatory test, the employee shall be subject to discipline which includes, but is not limited to, immediate suspension without pay and immediate discharge, pursuant to the provisions of this policy.

3. The school district may not discharge an employee for whom a positive test result on a confirmatory test was the first such result for the employee on a drug or alcohol test requested by the school district, unless the following conditions have been met:

a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with a certified chemical abuse counselor or a physician trained in the diagnosis and treatment of chemical dependency; and

b. The employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion or by a positive test result on a confirmatory test after completion of the program.

4. Notwithstanding Paragraph 1., the school district may temporarily suspend the tested employee or transfer that employee to another position at the same rate of pay pending the outcome of the confirmatory test and, if requested, the confirmatory retest, provided the school district believes that it is reasonably necessary to protect the health or safety of the employee, co-employees or the public. An employee who has been suspended without pay must be reinstated with back pay if the outcome of the confirmatory test or requested confirmatory retest is negative.

5. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of medical history information or the employee's status as a patient enrolled in the medical cannabis registry program revealed to the school district, unless the employee was under an affirmative duty to provide the information before, upon, or after hire, or failing to do so would violate federal law or regulations or cause the school district to lose money or licensing-related benefit under federal law or regulations.

6. The school district may not discriminate against any employee in termination, discharge, or any term of condition of employment or otherwise penalize an employee based upon an employee registered patient's positive drug test for cannabis components or metabolites, unless the employee used, possessed, or was impaired by medical cannabis on school district property during the hours of employment.

7. An employee must be given access to information in the individual's personnel file relating to positive test result reports and other information acquired in the drug and alcohol testing process and conclusions drawn from and actions taken based on the reports or other acquired information.

G. Withdrawal of Job Offer for an Applicant for a Position That Does Not Require a Commercial Driver's License

If a job applicant has received a job offer made contingent on the applicant's passing drug and alcohol testing, the school district may not withdraw the offer based on a positive test result from an initial screening test that has not been verified by a confirmatory test. In the case of a positive test result on a confirmatory test, the school district may withdraw the job offer.

H. Chain-of-Custody Procedures

The school district has established its own reliable chain-of-custody procedures to ensure proper record keeping, handling, labeling, and identification of the samples to be tested. The procedures require the following:

1. Possession of a sample must be traceable to the employee from whom the

sample is collected, from the time the sample is collected through the time the sample is delivered to the laboratory;

2. The sample must always be in the possession of, must always be in view of, or must be placed in a secure area by a person authorized to handle the sample;

3. A sample must be accompanied by a written chain-of-custody record; and

4. Individuals relinquishing or accepting possession of the sample must record the time the possession of the sample was transferred and must sign and date the chain-of-custody record at the time of transfer.

I. Privacy, Confidentiality and Privilege Safeguards

1. Privacy Limitations

A laboratory may only disclose to the school district test result data regarding the presence or absence of drugs, alcohol or their metabolites in a sample tested.

2. Confidentiality Limitations

With respect to employees and job applicants, test result reports and other information acquired in the drug or alcohol testing process are private data on individuals as that phrase is defined in Minnesota Statutes Chapter 13, and may not be disclosed by the school district or laboratory to another employer or to a third-party individual, governmental agency, or private organization without the written consent of the employee or job applicant tested.

3. Exceptions to Privacy and Confidentiality Disclosure Limitations

Notwithstanding Paragraphs 1. and 2., evidence of a positive test result on a confirmatory test may be: (1) used in an arbitration proceeding pursuant to a collective bargaining agreement, an administrative hearing under Minnesota Statutes, Chapter 43A or other applicable state or local law, or a judicial proceeding, provided that information is relevant to the hearing or proceeding; (2) disclosed to any federal agency or other unit of the United States government as required under federal law, regulation or order, or in accordance with compliance requirements of a federal government contract; and (3) disclosed to a substance abuse treatment facility for the purpose of evaluation or treatment of the employee.

4. Privilege

Positive test results from the school district drug or alcohol testing program may not be used as evidence in a criminal action against the employee or job applicant tested.

J. Notice of Testing Policy to Affected Employees

The school district shall provide written notice of this drug and alcohol testing policy to all affected employees upon adoption of the policy, to a previously non-affected employee upon transfer to an affected position under the policy, and to a job applicant

upon hire and before any testing of the applicant if the job offer is made contingent on the applicant's passing drug and alcohol testing. Affected employees and applicants will acknowledge receipt of this written notice in the form of Attachment G to this policy.

V. POSTING

The school district shall post notice in an appropriate and conspicuous location on its premises that it has adopted a drug and alcohol testing policy and that copies of the policy are available for inspection during regular business hours by its employees or job applicants in its personnel office or other suitable locations.

Legal References:
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. Ch. 43A (State Personnel Management)
Minn. Stat. § 151.72 (Sale of Certain Cannabinoid Products)
Minn. Stat. § 152.01 (Definitions)
Minn. Stat. § 152.22 (Definitions; Medical Cannabis)
Minn. Stat. § 152.23 (Limitations; Medical Cannabis)
Minn. Stat. § 152.32 (Protections for Registry Program Participation)
Minn. Stat. § 176.011, subd. 16 (Definitions; Personal Injury)
Minn. Stat. §§ 181.950-181.957 (Drug and Alcohol Testing in the Workplace)
Minn. Stat. § 221.031 (Motor Carrier Rules)
49 U.S.C. § 31306 (Omnibus Transportation Employee Testing Act of 1991)
49 U.S.C. 31306a (National Clearinghouse for Controlled Substance and Alcohol Test Results of Commercial Motor Vehicle Operators)
49 U.S.C. § 521(b) (Civil and Criminal Penalties for Violations)
49 C.F.R. Parts 40 and 382 (Department of Transportation Rules Implementing Omnibus Transportation Employee Testing Act of 1991)

Cross-References:
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 417 (Chemical Use and Abuse)
MSBA/MASA Model Policy 418 (Drug-Free Workplace/Drug-Free School)

Replacing: Policies 4035 & 4050

Adopted: _____ *MSBA/MASA Model Policy 416*
Orig. 1995
Revised: _____ *Rev. 2022*

416 DRUG AND ALCOHOL TESTING

[Note: Drug and alcohol testing of school bus drivers and applicants is mandatory under federal law. The mandatory testing is described under Part III. of the policy. Testing of other employees or testing of school bus drivers beyond that mandated by federal law is optional and can be done under state law only if a policy containing provisions. such as the provisions of Part IV. of this policy, are adopted. To preserve the right to request or require school district employees who are not bus drivers and applicants to undergo drug and/or alcohol testing or to require bus drivers to submit to testing that is not federally mandated, a school district should adopt Part IV. as part of its drug and alcohol testing policy.]

I. PURPOSE

A. The school board recognizes the significant problems created by drug and alcohol use in society in general, and the public schools in particular. The school board further recognizes the important contribution that the public schools have in shaping the youth of today into the adults of tomorrow.

B. The school board believes that a work environment free of drug and alcohol use will be not only safer, healthier, and more productive but also more conducive to effective learning. To provide such an environment, the purpose of this policy is to provide authority so that the school board may require all employees and/or job applicants to submit to drug and alcohol testing in accordance with the provisions of this policy and as provided in federal law and Minnesota Statutes, sections 181.950-181.957.

II. GENERAL STATEMENT OF POLICY

A. All school district employees and job applicants whose positions require a commercial driver's license will be required to undergo drug and alcohol testing in accordance with federal law and the applicable provisions of this policy. The school district also may request or require that drivers submit to drug and alcohol testing in accordance with the provisions of this policy and as provided in Minnesota Statutes, sections 181.950-181.957.

B. The school district may request or require that any school district employee or job applicant, other than an employee or applicant whose position requires a commercial driver's license, submit to drug and alcohol testing in accordance with the provisions of this policy and as provided in Minnesota Statutes, sections 181.950-181.957.

C. The use, possession, sale, purchase, transfer, or dispensing of any drugs not medically prescribed, including medical cannabis, whether or not it has been prescribed for the employee, is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of drugs that are not medically prescribed, including medical cannabis, whether or not it has been prescribed for the employee, is also prohibited throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school district property. Employees under the influence of drugs that are not medically prescribed are prohibited from entering or remaining on school district property.

D. The use, possession, sale, purchase, transfer, or dispensing of alcohol is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of alcohol is also prohibited throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school district property. Employees under the influence of alcohol are prohibited from entering or remaining on school district property.

E. Any employee who violates this section shall be subject to discipline that includes, but is not limited to, immediate suspension without pay and immediate discharge.

III. FEDERALLY MANDATED DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS

A. General Statement of Policy

All persons subject to commercial driver's license requirements shall be tested for alcohol, marijuana (including medical cannabis), cocaine, amphetamines, opiates (including heroin), and phencyclidine (PCP), pursuant to federal law. Drivers who test positive for alcohol or drugs shall be subject to disciplinary action, which may include termination of employment.

B. Definitions

1. "Actual Knowledge" means actual knowledge by the school district that a driver has used alcohol or controlled substances based on: (a) direct observation of the employee's use (not observation of behavior sufficient to warrant reasonable suspicion testing); (b) information provided by a previous employer; (c) a traffic citation; or (d) an employee's admission, except when made in connection with a qualified employee self-admission program.

2. "Alcohol Screening Device" (ASD) means a breath or saliva device, other than an Evidential Breath Testing Device (EBT), that is approved by the National Highway Traffic Safety Administration and placed on its Conforming Products List for such devices.

3. "Breath Alcohol Technician" (BAT) means an individual who instructs and assists individuals in the alcohol testing process and who operates the EBT.

4. "Commercial Motor Vehicle" (CMV) includes a vehicle that is designed to transport 16 or more passengers, including the driver.

5. "Designated Employer Representative" (DER) means an employee authorized by the school district to take immediate action to remove employees from safety-sensitive duties, or cause employees to be removed from these covered duties, and to make required decisions in the testing and evaluation process. The DER receives test results and other communications for the school district.

6. "Department of Transportation" (DOT) means United States Department of Transportation.

7. "Direct Observation" means observation of alcohol or controlled substances use and does not include observation of employee behavior or physical characteristics sufficient to warrant reasonable suspicion testing.

8. "Driver" is any person who operates a CMV, including full-time, regularly employed drivers, casual, intermittent, or occasional drivers, leased drivers, and independent owner-operator contractors.

9. "Evidential Breath Testing Device" (EBT) means a device approved by the National Highway Traffic Safety Administration for the evidentiary testing of breath for alcohol concentration and placed on its Conforming Products List for such devices.

10. "Licensed Medical Practitioner" means a person who is licensed, certified, and/or registered, in accordance with applicable Federal, State, local, or foreign laws and regulations, to prescribe controlled substances and other drugs.

11. "Medical Review Officer" (MRO) means a licensed physician responsible for receiving and reviewing laboratory results generated by the school district's drug testing program and for evaluating medical explanations for certain drug tests.

12. "Refusal to Submit" (to an alcohol or controlled substances test) means that a driver: (a) fails to appear for any test within a reasonable time, as determined by the school district, consistent with applicable DOT regulations, after being directed to do so; (b) fails to remain at the testing site until the testing process is complete; (c) fails to provide a urine specimen or an adequate amount of saliva or breath for any DOT drug or alcohol test; (d) fails to permit the observation or monitoring of the driver's provision of a specimen in the case of a directly observed or monitored collection in a drug test; (e) fails to provide a sufficient breath specimen or sufficient amount of urine when directed and a determination has been made that no adequate medical explanation for the failure exists; (f) fails or declines to take an additional test as directed by the school district or the collector; (g) fails to undergo a medical examination or evaluation, as directed by the MRO or the DER; (h) fails to cooperate with any part of the testing process (e.g., refuses to empty pockets when so directed by the collector, behaves in a confrontational way that disrupts the collection process, fails to wash hands after being directed to do so by the collector, fails to sign the certification on the forms); (i) fails to follow the observer's instructions, in an observed collection, to raise the driver's clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if the driver has any type of prosthetic or other device that could be used to interfere with the collection process; (j) possesses or wears a prosthetic or other device that could be used to interfere with the collection process; (k) admits to the collector or MRO that the driver adulterated or substituted the specimen; or (l) is reported by the MRO as having a verified adulterated or substituted test result. An applicant who fails to appear for a pre-employment test, who leaves the testing site before the pre-employment testing process commences, or who does not provide a urine specimen because he or she has left before it commences is not deemed to have refused to submit to testing.

13. "Safety-Sensitive Functions" are on-duty functions from the time the driver begins work or is required to be in readiness to work until relieved from work and all responsibility for performing work, and include such functions as driving, loading and unloading vehicles, or supervising or assisting in the loading or unloading of vehicles, servicing, repairing, obtaining assistance to repair, or remaining in attendance during the repair of a disabled vehicle.

14. "Screening Test Technician" (STT) means anyone who instructs and assists

individuals in the alcohol testing process and operates an ASD.

15. "Stand Down" means the practice of temporarily removing an employee from performing safety-sensitive functions based only upon a laboratory report to the MRO of a confirmed positive test for a drug or drug metabolite, an adulterated test, or a substituted test before the MRO completes the verification process.

16. "Substance Abuse Professional" (SAP) means a qualified person who evaluates employees who have violated a DOT drug and alcohol regulation and makes recommendations concerning education, treatment, follow-up testing, and aftercare.

C. Policy and Educational Materials

[Note: Federal regulations require that school districts provide materials to bus drivers explaining the school district's policies and procedures and the federal requirements with respect to the mandatory drug and alcohol testing of bus drivers. 49 Code of Federal Regulations section 382.601. Most of the required information is contained within this model policy. Additional materials to be provided to employees are described in Paragraph 2. of Section C.]

1. The school district shall provide a copy of this policy and procedures to each driver prior to the start of its alcohol and drug testing program and to each driver subsequently hired or transferred into a position requiring driving of a CMV.

2. The school district shall provide to each driver information required under Title 49 of the Code of Federal Regulations, including information concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol or controlled substance problem (the driver's or a coworker's); and available methods of intervening when an alcohol or controlled substance problem is suspected, including confrontation, referral to an employee assistance program, and/or referral to management.

3. The school district shall provide written notice to representatives of employee organizations that the information described above is available.

4. The school district shall require each driver to sign a statement certifying that the driver received a copy of the policy and materials. This statement should be in the form of Attachment A to this policy. The school district will maintain the original signed certificate and will provide a copy to the driver if the driver so requests.

[Note: The federal regulations require a school district to obtain a signed statement from each driver certifying that he or she received a copy of these materials. 49 Code of Federal Regulations section 382.601(d). The original signed certificate must be maintained by the school district and a copy may be provided to the driver.]

D. Alcohol and Controlled Substances Testing Program Manager

[Note: School districts are required by federal regulations to designate a person to answer driver questions about the policy and the education materials

described in Section C. above and to notify the drivers of the designation. 49 Code of Federal Regulations section 382.601(b)(1).]

1. The program manager will coordinate the implementation, direction, and administration of the alcohol and controlled substances testing policy for bus drivers. The program manager is the principal contact for the collection site, the testing laboratory, the MRO, the BAT, the SAP, and the person submitting to the test. Employee questions concerning this policy shall be directed to the program manager.

2. The school district shall designate a program manager and provide written notice of the designation to each driver along with this policy.

E. Specific Prohibitions for Drivers

[Note: The specific prohibitions for drivers are contained, in large part, in 49 Code of Federal Regulations sections 382.201-382.215.]

1. Alcohol Concentration. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater. Drivers who test greater than 0.04 will be taken out of service and will be subject to evaluation by a professional and retesting at the driver's expense.

2. Alcohol Possession. No driver shall be on duty or operate a CMV while the driver possesses alcohol.

3. On-Duty Use. No driver shall use alcohol while performing safety-sensitive functions.

4. Pre-Duty Use. No driver shall perform safety-sensitive functions within four (4) hours after using alcohol.

5. Use Following an Accident. No driver required to take a post-accident test shall use alcohol for eight (8) hours following the accident, or until the driver undergoes a post-accident alcohol test, whichever occurs first.

6. Refusal to Submit to a Required Test. No driver shall refuse to submit to an alcohol or controlled substances test required by post-accident, random, reasonable suspicion, return-to-duty, or follow-up testing requirements. A verified adulterated or substituted drug test shall be considered a refusal to test.

7. Use of Controlled Substances. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to instructions (which have been presented to the school district) from a licensed medical practitioner who is familiar with the driver's medical history and has advised the driver that the substance does not adversely affect the driver's ability to safely operate a CMV. Controlled substance includes medical cannabis, regardless of whether the driver is enrolled in the state registry program.

8. Positive, Adulterated, or Substituted Test for Controlled Substance. No driver shall report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive for controlled substances, including medical cannabis, or has adulterated or substituted a test specimen for controlled substances.

9. General Prohibition. Drivers are also subject to the general policies and procedures of the school district that prohibit possession, transfer, sale, exchange, reporting to work under the influence of drugs or alcohol, and consumption of drugs or alcohol while at work or while on school district premises or operating any school district vehicle, machinery, or equipment.

F. Other Alcohol-Related Conduct

[Note: Consequences for drivers engaging in alcohol-related conduct are described in the federal regulations. 49 Code of Federal Regulations section 382.505.]

No driver found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall perform safety-sensitive functions for at least twenty-four (24) hours following administration of the test. The school district will not take any action under this policy other than removal from safety-sensitive functions based solely on test results showing an alcohol concentration of less than 0.04 but may take action otherwise consistent with law and the policies of the school district.

G. Prescription Drugs/Cannabinoid Products

A driver shall inform the driver's supervisor if at any time the driver is using a controlled substance pursuant to a physician's prescription. The physician's instructions shall be presented to the school district upon request. Use of a prescription drug shall be allowed if the physician has advised the driver that the prescribed drug will not adversely affect the driver's ability to safely operate a CMV. Use of medical cannabis is prohibited notwithstanding the driver's enrollment in the patient registry. Use of nonintoxicating cannabinoids or edible cannabinoid products is not a legitimate medical explanation for a confirmed positive test result for marijuana. MROs will verify a drug test confirmed as positive, even if a driver claims to have only used nonintoxicating cannabinoids or edible cannabinoid product.

H. Testing Requirements

[Note: ***School districts must utilize the U.S. DOT Drug & Alcohol Clearinghouse ("Clearinghouse") to conduct pre-employment queries, annual queries, and reports regarding CDL holders who operate CMVs on public roads (including school bus drivers) and who are covered by the Federal Motor Carrier Safety Administration (FMCSA) Drug and Alcohol Testing Program. In addition to utilizing the Clearinghouse, school districts must continue to comply with the alcohol and controlled substance testing required under Title 49 of the Federal Regulations.*****]**

1. Pre-Employment Testing

[Note: 49 Code of Federal Regulations section 382.301 details the requirements for pre-employment testing.]

a. A driver applicant shall undergo testing for [alcohol and] controlled substances, including medical cannabis, before the first time the driver performs safety-sensitive functions for the school district.

[Note: A school district is permitted, but not required, to conduct pre-employment testing for the use of alcohol. If a school district elects to

require pre-employment testing for alcohol, it should include the bracketed text in Subparagraph a., above, and test all applicants uniformly.]

b. Tests shall be conducted only after the applicant has received a conditional offer of employment.

c. To be hired, the applicant must test negative and must sign an agreement in the form of Attachment B to this policy, authorizing former employers to release to the school district all information on the applicant's alcohol tests with results of blood alcohol concentration of 0.04 or higher, or verified positive results for controlled substances, including medical cannabis, or refusals to be tested (including verified adulterated or substituted drug test results), or any other violations of DOT agency drug and alcohol testing regulations, or, if the applicant violated the testing regulations, documentation of the applicant's successful completion of DOT return-to-duty requirements (including follow-up tests), within the preceding two (2) years.

[Note: Federal regulations require school districts to inquire about, obtain, and review alcohol and controlled substances information from prior employers pursuant to a driver's written authorization, prior to the time a driver performs safety-sensitive functions, if feasible. 49 Code of Federal Regulations section 382.413 and 49 Code of Federal Regulations section 40.25. If not feasible, school districts must not permit the employee to perform safety-sensitive functions for more than thirty (30) days from the date a safety-sensitive function was performed unless the school districts make good faith efforts to obtain the information and to make a record of those efforts to be retained in the driver's qualification file.]

d. The applicant also must be asked whether he or she has tested positive, or refused to test, on any pre-employment drug or alcohol test administered by an employer to which the employee, during the last two (2) years, applied for, but did not obtain, safety-sensitive transportation work covered by DOT testing rules.

e. Before employing a driver subject to controlled substances and alcohol testing, the school district must conduct a full pre-employment query of the federal Commercial Driver's License (CDL) Drug and Alcohol Clearinghouse ("Clearinghouse") to obtain information about whether the driver (1) has a verified positive, adulterated, or substituted controlled substances test result; (2) has an alcohol confirmation test with a concentration of 0.04 or higher; (3) has refused to submit to a test in violation of federal law; or (4) that an employer has reported actual knowledge that the driver used alcohol on duty, before duty, or following an accident in violation of federal law or used a controlled substance in violation of federal law. The applicant must give specific written or electronic consent for the school district to conduct the Clearinghouse full query. The school district shall retain the consent for three (3) years from the date of the query.

3. Post-Accident Testing

[Note: 49 Code of Federal Regulations section 382.303 governs post-

accident testing of drivers.]

a. As soon as practicable following an accident involving a CMV, the school district shall test the driver for alcohol and controlled substances, including medical cannabis, if the accident involved the loss of human life or if the driver receives a citation for a moving traffic violation arising from an accident which results in bodily injury or disabling damage to a motor vehicle.

b. Drivers should be tested for alcohol use within two (2) hours and no later than eight (8) hours after the accident.

c. Drivers should be tested for controlled substances, including medical cannabis, no later than thirty-two (32) hours after the accident.

d. A driver subject to post-accident testing must remain available for testing, or shall be considered to have refused to submit to the test.

e. If a post-accident alcohol test is not administered within two (2) hours following the accident, the school district shall prepare and maintain on file a record stating the reasons the test was not promptly administered and continue to attempt to administer the alcohol test within eight (8) hours.

f. If a post-accident alcohol test is not administered within eight (8) hours following the accident or a post-accident controlled substances test is not administered within thirty-two (32) hours following the accident, the school district shall cease attempts to administer the test, and prepare and maintain on file a record stating the reasons for not administering the test.

g. The school district shall report drug and alcohol program violations to the Clearinghouse as required under federal law.

4. Random Testing

[Note: 49 Code of Federal Regulations section 382.305 governs random testing of drivers.]

a. The school district shall conduct tests on a random basis at unannounced times throughout the year, as required by the federal regulations.

[Note: The Federal Highway Administration (FHWA) set the random alcohol selection and testing rate at 10% of the average number of driver positions and evaluates this minimum percentage each year. School districts can elect to stay at the 1998 level of 25% (or a higher percentage) if they do not want to monitor the minimum annual percentage rate set by the FHWA. The random controlled substances selection and testing rate has remained at 50% each year and has not been lowered to 25% as is possible under the regulations.]

b. The school district shall test for alcohol at a minimum annual percentage rate of 10% of the average number of driver positions, and for controlled substances, including medical cannabis, at a minimum annual percentage of 50%.

c. The school district shall adopt a scientifically valid method for selecting drivers for testing, such as random number table or a computer-based random number generator that is matched with identifying numbers of the drivers. Each driver shall have an equal chance of being tested each time selections are made. Each driver selected for testing shall be tested during the selection period.

d. Random tests shall be unannounced. Dates for administering random tests shall be spread reasonably throughout the calendar year.

e. Drivers shall proceed immediately to the collection site upon notification of selection; provided, however, that if the driver is performing a safety-sensitive function, other than driving, at the time of notification, the driver shall cease to perform the function and proceed to the collection site as soon as possible.

5. Reasonable Suspicion Testing

[Note: 49 Code of Federal Regulations section 382.307 governs reasonable suspicion testing of drivers.]

a. The school district shall require a driver to submit to an alcohol test and/or controlled substances, including medical cannabis, test when a supervisor or school district official, who has been trained in accordance with the regulations, has reasonable suspicion to believe that the driver has used alcohol and/or controlled substances, including medical cannabis, on duty, within four (4) hours before coming on duty, or just after the period of the work day. The test shall be done as soon as practicable following the observation of the behavior indicative of the use of controlled substances or alcohol.

b. The reasonable suspicion determination must be based on specific, contemporaneous, articulable observations concerning the driver's appearance, behavior, speech, or body odors. The required observations for reasonable suspicion of a controlled substances violation may include indications of the chronic and withdrawal effects of controlled substances.

c. Alcohol testing shall be administered within two (2) hours following a determination of reasonable suspicion. If it is not done within two (2) hours, the school district shall prepare and maintain a record explaining why it was not promptly administered and continue to attempt to administer the alcohol test within eight (8) hours. If an alcohol test is not administered within eight (8) hours following the determination of reasonable suspicion, the school district shall cease attempts to administer the test and state in the record the reasons for not administering the test.

d. The supervisor or school district official who makes observations leading to a controlled substances reasonable suspicion test shall make and sign a written record of the observations within twenty-four (24) hours of the observed behavior or before the results of the drug test are released, whichever is earlier.

[Note: 49 Code of Federal Regulations sections 382.309, 40.23(d) and 40.305 govern return-to-duty testing.]

6. Return-To-Duty Testing. A driver found to have violated this policy shall not return to work until an SAP has determined the employee has successfully complied with prescribed education and/or treatment and until undergoing return-to-duty tests indicating an alcohol concentration of less than 0.02 and a confirmed negative result for the use of controlled substances. The school district is not required to return a driver to safety-sensitive duties because the driver has met these conditions; this is a personnel decision subject to collective bargaining agreements or other legal requirements.

[Note: 49 Code of Federal Regulations sections 382.311, 40.307 and 40.309 govern follow-up testing.]

7. Follow-Up Testing. When an SAP has determined that a driver is in need of assistance in resolving problems with alcohol and/or controlled substances, the driver shall be subject to unannounced follow-up testing as directed by the SAP for up to sixty (60) months after completing a treatment program.

8. Refusal to Submit and Attendant Consequences

[Note: Consequences for refusals to submit to required drug and alcohol tests are addressed generally in 49 Code of Federal Regulations sections 40.191, 40.261 and 382.211. They are more specifically addressed in 49 Code of Federal Regulations sections 382.501-382.507 and in 49 United States Code section 521(b).]

a. A driver or driver applicant may refuse to submit to drug and alcohol testing.

b. Refusal to submit to a required drug or alcohol test subjects the driver or driver applicant to the consequences specified in federal regulations as well as the civil and/or criminal penalty provisions of 49 United States Code section 521(b). In addition, a refusal to submit to testing establishes a presumption that the driver or driver applicant would test positive if a test were conducted and makes the driver or driver applicant subject to discipline or disqualification under this policy.

c. A driver applicant who refuses to submit to testing shall be disqualified from further consideration for the conditionally offered position.

d. An employee who refuses to submit to testing shall not be permitted to perform safety-sensitive functions and will be considered insubordinate and subject to disciplinary action, up to and including dismissal. If an employee is offered an opportunity to return to a DOT safety-sensitive duty, the employee will be evaluated by an SAP and must submit to a return-to-duty test prior to being considered for reassignment to safety-sensitive functions.

e. Drivers or driver applicants who refuse to submit to required testing will be required to sign Attachment C to this policy.

I. Testing Procedures

1. Drug Testing

[Note: The Federal Drug Testing Custody and Control Form (CCF) must be used to document every urine collection required by the DOT drug testing program. 49 Code of Federal Regulations section 40.45.]

a. Drug testing is conducted by analyzing a donor's urine specimen. Split urine samples will be collected in accordance with federal regulations. The donor will provide a urine sample at a designated collection site. The collection site personnel will then pour the sample into two sample bottles, labeled "primary" and "split," seal the specimen bottles, complete the chain of custody form, and prepare the specimen bottles for shipment to the testing laboratory for analysis. The specimen preparation shall be conducted in sight of the donor.

b. If the donor is unable to provide the appropriate quantity of urine, the collection site person shall instruct the individual to drink up to forty (40) ounces of fluid distributed reasonably through a period of up to three (3) hours to attempt to provide a sample. If the individual is still unable to provide a complete sample, the test shall be discontinued and the school district notified. The DER shall refer the donor for a medical evaluation to determine if the donor's inability to provide a specimen is genuine or constitutes a refusal to test. For pre-employment testing, the school district may elect to not have a referral made, and revoke the employment offer.

c. Drug test results are reported directly to the MRO by the testing laboratory. The MRO reports the results to the DER. If the results are negative, the school district is informed and no further action is necessary. If the test result is confirmed positive, adulterated, substituted, or invalid, the MRO shall give the donor an opportunity to discuss the test result. The MRO will contact the donor directly, on a confidential basis, to determine whether the donor wishes to discuss the test result. The MRO shall notify each donor that the donor has seventy-two (72) hours from the time of notification in which to request a test of the split specimen at the donor's expense. No split specimen testing is done for an invalid result.

d. If the donor requests an analysis of the split specimen within seventy-two (72) hours of having been informed of a confirmed positive test, the MRO shall direct, in writing, the laboratory to provide the split specimen to another Department of Health and Human Services – SAMHSA certified laboratory for analysis. If the donor has not contacted the MRO within seventy-two (72) hours, the donor may present the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the confirmed positive test, or other circumstances unavoidably prevented the donor from timely making contact. If the MRO concludes that a legitimate explanation for the donor's failure to contact him/her within seventy-two (72) hours exists, the MRO shall direct the analysis of the split specimen. The MRO will review the confirmed positive test result to determine whether an acceptable medical reason for the positive result exists. The MRO shall confirm and report a positive test result to the DER and the employee

when no legitimate medical reason for a positive test result as received from the testing laboratory exists.

e. If, after making reasonable efforts and documenting those efforts, the MRO is unable to reach the donor directly, the MRO must contact the DER who will direct the donor to contact the MRO. If the DER is unable to contact the donor, the donor will be suspended from performing safety-sensitive functions.

f. The MRO may confirm the test as a positive without having communicated directly with the donor about the test results under the following circumstances:

(1) The donor expressly declines the opportunity to discuss the test results;

(2) The donor has not contacted the MRO within seventy-two (72) hours of being instructed to do so by the DER; or

(3) The MRO and the DER, after making and documenting all reasonable efforts, have not been able to contact the donor within ten (10) days of the date the confirmed test result was received from the laboratory.

2. Alcohol Testing

[Note: The DOT Alcohol Testing Form (ATF) must be used for every DOT alcohol test. 49 Code of Federal Regulations section 40.225.]

a. The federal alcohol testing regulations require testing to be administered by a BAT using an EBT or an STT using an ASD. EBTs and ASDs can be used for screening tests but only EBTs can be used for confirmation tests.

b. Any test result less than 0.02 alcohol concentration is considered a "negative" test.

c. If the donor is unable to provide sufficient saliva for an ASD, the DER will immediately arrange to use an EBT. If the donor attempts and fails to provide an adequate amount of breath, the school district will direct the donor to obtain a written evaluation from a licensed physician to determine if the donor's inability to provide a breath sample is genuine or constitutes a refusal to test.

d. If the screening test results show alcohol concentration of 0.02 or higher, a confirmatory test conducted on an EBT will be required to be performed between fifteen (15) and thirty (30) minutes after the completion of the screening test.

e. Alcohol tests are reported directly to the DER.

J. Driver/Driver Applicant Rights

1. All drivers and driver applicants subject to the controlled substances testing provisions of this policy who receive a confirmed positive test result for the use of controlled substances have the right to request, at the driver's or driver applicant's expense, a confirming retest of the split urine sample. If the confirming retest is negative, no adverse action will be taken against the driver, and a driver applicant will be considered for employment.

   [Note: The limitation on discharge in Paragraph 2., below, is contained solely in Minnesota law. State law is preempted by federal laws and regulations as it relates to drivers of commercial motor vehicles (such as bus drivers). See Minnesota Statutes section 221.031, Subd. 10. Nevertheless, school districts may decide to comply with the state law requirements for various reasons (such as to treat all school district employees equally since employees subject to testing only under state law are accorded these additional rights). Consultation with the school district's legal counsel is recommended.]

2. The school district will not discharge a driver who, for the first time, receives a confirmed positive drug or alcohol test UNLESS:

   a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with the SAP; and

   b. The employee refuses to participate in the recommended program, or fails to successfully complete the program as evidenced by withdrawal before its completion or by a positive test result on a confirmatory test after completion of the program.

   c. This limitation on employee discharge does not bar discharge of an employee for reasons independent of the first confirmed positive test result.

K. Testing Laboratory

The testing laboratory for controlled substances will be [***name, address, telephone number***], which is a laboratory certified by the Department of Health and Human Services – SAMHSA to perform controlled substances testing pursuant to federal regulations.

L. Confidentiality of Test Results

All alcohol and controlled substances test results and required records of the drug and alcohol testing program are considered confidential information under federal law and private data on individuals as that phrase is defined in Minnesota Statutes, Chapter 13. Any information concerning the individual's test results and records shall not be released without written permission of the individual, except as provided for by regulation or law.

M. Recordkeeping Requirements and Retention of Records

1. The school district shall keep and maintain records in accordance with the

federal regulations in a secure location with controlled access.

[Note: The federal recordkeeping requirements for school districts are detailed in the federal regulations, 49 Code of Federal Regulations sections 382.401 et seq. and 40.331. The DOT publishes a guide to the recordkeeping requirements of mandatory drug and alcohol testing for persons with a commercial driver's license as part of its Alcohol & Drugs: DOT Compliance Manual.]

2. The required records shall be retained for the following minimum periods:

Basic records	5 years

"Basic records" includes records of: (a) alcohol test results with concentration of 0.02 or greater; (b) verified positive drug test results; (c) refusals to submit to required tests (including substituted or adulterated drug test results); (d) SAP reports; (e) all follow-up tests and schedules for follow-up tests; (f) calibration documentation; (g) administration of the testing programs; and (h) each annual calendar year summary.

Information obtained from previous employers	3 years
Alcohol and controlled substance collection procedures	2 years
Negative and cancelled controlled substance tests	1 year
Alcohol tests with less than 0.02 concentration	1 year
Education and training records	indefinite

"Education and training records" must be maintained while the individuals perform the functions which require training and for the two (2) years after ceasing to perform those functions.

3. Personal Information

Personal information about all individuals who undergo any required testing under this policy will be shared with the U.S. DOT Drug & Alcohol Clearinghouse ("Clearinghouse) as required under federal law, including:

a. The name of the person tested;

b. Any verified positive, adulterated, or substituted drug test result;

c. Any alcohol confirmation test with a BAC concentration of 0.04 or higher;

d. Any refusal to submit to any test required hereunder;

e. Any report by a supervisor of actual knowledge of use as follows

i. Any on-duty alcohol use;
ii. Any pre-duty alcohol use;
iii. Any alcohol use following an accident; and
iv. Any controlled substance use.

f. Any report from a substance abuse professional certifying successful completion of the return-to-work process;

g. Any negative return-to-duty test; and

h. Any employer's report of completion of follow-up testing.

N. Training

The school district shall ensure all persons designated to supervise drivers receive training. The designated employees shall receive at least sixty (60) minutes of training on alcohol misuse and at least sixty (60) minutes of training on controlled substances use. The training shall include physical, behavioral, speech, and performance indicators of probable misuse of alcohol and use of controlled substances. The training will be used by the supervisors to make determinations of reasonable suspicion.

O. Consequences of Prohibited Conduct and Enforcement

1. Removal. The school district shall remove a driver who has engaged in prohibited conduct from safety-sensitive functions. A driver shall not be permitted to return to safety-sensitive functions until and unless the return-to-duty requirements of federal DOT regulations have been completed.

2. Referral, Evaluation, and Treatment

a. A driver or driver applicant who has engaged in prohibited conduct shall be provided a listing of SAPs readily available to the driver or applicant and acceptable to the school district.

[Note: Subparagraphs b. and c., below, are based on the provisions of 49 Code of Federal Regulations section 40.289.]

b. If the school district offers a driver an opportunity to return to a DOT safety-sensitive duty following a violation, the driver must be evaluated by an SAP and the driver is required to successfully comply with the SAP's evaluation recommendations (education, treatment, follow-up evaluation(s), and/or ongoing services). The school district is not required to provide an SAP evaluation or any subsequent recommended education or treatment.

[Note: School districts are not required to comply with state law governing drug and alcohol testing when the individuals are subject to the federal laws and regulations (i.e., bus drivers). If a school district, after consultation with legal counsel, chooses to comply voluntarily with these requirements, Subparagraph b., above, can be modified as follows:

b. The school district will offer a driver an opportunity to return to a DOT safety-sensitive duty following an employee's first positive test result on a confirmatory test if no reasons independent of the first test result for discharge exist. Otherwise, the school district may choose, but is not required, to provide an SAP evaluation or any subsequent recommended education or treatment.]

c. Drivers are responsible for payment for SAP evaluations and services

unless a collective bargaining agreement or employee benefit plan provides otherwise.

d. Drivers who engage in prohibited conduct also are required to comply with follow-up testing requirements.

3. Disciplinary Action

a. Any driver who refuses to submit to post-accident, random, reasonable suspicion, or follow-up testing not only shall not perform or continue to perform safety-sensitive functions, but also may be subject to disciplinary action, which may include immediate suspension without pay and/or immediate discharge.

b. Drivers who test positive with verification of a confirmatory test or are otherwise found to be in violation of this policy or the federal regulations shall be subject to disciplinary action, which may include immediate suspension without pay and/or immediate discharge.

c. Nothing in this policy limits or restricts the right of the school district to discipline or discharge a driver for conduct which not only constitutes prohibited conduct under this policy but also violates the school district's other rules or policies.

P. Other Testing

The school district may request or require that drivers submit to drug and alcohol testing other than that required by federal law. For example, drivers may be requested or required to undergo drug and alcohol testing on an annual basis as part of a routine physical examination. Such additional testing of drivers will be conducted only in accordance with the provisions of this policy and as provided in Minnesota Statutes, sections 181.950-181.957. For purposes of such additional, non-mandatory testing, drivers fall within the definition of "other employees" covered by Section IV. of this policy.

[Note: When the testing of drivers complies with federal testing requirements and procedures, school districts clearly are exempt from the state drug and alcohol testing requirements in Minnesota Statutes, sections 181.950-181.957. See Minnesota Statutes section 221.031, subdivision 10. When testing beyond the federally mandated requirements, however, school districts still must comply with state law.]

Q. Report to Clearinghouse

The school district shall promptly submit to the Clearinghouse any record generated of an individual who refuses to take an alcohol or controlled substance test required under Title 49, Code of Federal Regulations, tests positive for alcohol or a controlled substance in violation of federal regulations, or violates subpart B of Part 382 of Title 49, Code of Federal Regulations (or any subsequent corresponding regulations).

R. Annual Clearinghouse Query

1. The school district must conduct a query of the Clearinghouse record at least once per year for information for all employees subject to controlled substance and alcohol testing related to CMV operation to determine whether information

exists in the Clearinghouse about those employees. In lieu of a full query, the school district may obtain the individual driver's consent to conduct a limited query to satisfy the annual query requirement. The limited query will tell the employer whether there is information about the driver in the Clearinghouse but will not release that information to the employer. If the limited query shows that information exists in the Clearinghouse about the driver, the school district must conduct a full query within twenty-four (24) hours or must not allow the driver to continue to perform any safety-sensitive function until the employee conducts the full query and the results confirm the driver's Clearinghouse record contains no prohibitions showing the driver has a verified positive, adulterated or substitute controlled substance test, no alcohol confirmation test with a concentration of 0.04 or higher, refuses to submit to a test, or was reported to have used alcohol on duty, before duty, following an accident or otherwise used a controlled substance in violation of the regulations except where the driver completed the SAP evaluation, referral and education/treatment process as required by the regulations. The school district shall comply with the query requirements set forth in 49 Code of Federal Regulations 382.701.

2 The school district may not access an individual's Clearinghouse record unless the school district (1) obtains the individual's prior written or electronic consent for access to the record; and (2) submits proof of the individual's consent to the Clearinghouse. The school district must retain the consent for three (3) years from the date of the last query. The school district shall retain for three (3) years a record of each request for records from the Clearinghouse and the information received pursuant to the request.

3. The school district shall protect the individual's privacy and confidentiality of each Clearinghouse record it receives. The school district shall ensure that information contained in a Clearinghouse record is not divulged to a person or entity not directly involved in assessing and evaluating whether a prohibition applies with respect to the individual to operate a CMV for the school district.

4. The school district may use an individual's Clearinghouse record only to assess and evaluate whether a prohibition applies with respect to the individual to operate a CMV for the school district.

IV. DRUG AND ALCOHOL TESTING FOR OTHER EMPLOYEES

The school district may request or require drug and alcohol testing for other school district personnel, i.e., employees who are not school bus drivers, or job applicants for such positions. The school district does not have a legal duty to request or require any employee or job applicant to undergo drug and alcohol testing as authorized in this policy, except for school bus drivers and other drivers of CMVs who are subject to federally mandated testing. (See Section III. of this policy.) If a school bus driver is requested or required to submit to drug or alcohol testing beyond that mandated by federal law, the provisions of Section IV. of this policy will be applicable to such testing.

A. Circumstances Under Which Drug or Alcohol Testing May Be Requested or Required:

1. General Limitations

a. The school district will not request or require an employee or job applicant whose position does not require a commercial driver's license to undergo drug or alcohol testing, unless the testing is done pursuant to this drug and alcohol testing policy; and is conducted by a testing

laboratory that meets one of the criteria listed in Minnesota Statutes, section 181.953, subdivision 1.

b. The school district will not request or require an employee or job applicant whose position does not require a commercial driver's license to undergo drug and alcohol testing on an arbitrary and capricious basis.

2. Job Applicant Testing

The school district may request or require any job applicant whose position does not require a commercial driver's license to undergo drug and alcohol testing, provided a job offer has been made to the applicant and the same test is requested or required of all job applicants conditionally offered employment for that position. If a job applicant has received a job offer that is contingent on the applicant's passing drug and alcohol testing, the school district may not withdraw the offer based on a positive test result from an initial screening test that has not been verified by a confirmatory test. In the event the job offer is subsequently withdrawn, the school district shall notify the job applicant of the reason for its action.

3. Random Testing

The school district may request or require employees to undergo drug and alcohol testing on a random selection basis only if they are employed in safety-sensitive positions.

4. Reasonable Suspicion Testing

The school district may request or require any employee to undergo drug and alcohol testing if the school district has a reasonable suspicion that the employee:

a. is under the influence of drugs or alcohol;

b. has violated the school district's written work rules prohibiting the use, possession, sale, or transfer of drugs or alcohol while the employee is working or while the employee is on the school district's premises or operating the school district's vehicles, machinery, or equipment;

c. has sustained a personal injury, as that term is defined in Minnesota Statutes, section 176.011, subdivision 16, or has caused another employee to sustain a personal injury; or

d. has caused a work-related accident or was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident.

5. Treatment Program Testing

The school district may request or require any employee to undergo drug and alcohol testing if the employee has been referred by the school district for chemical dependency treatment or evaluation or is participating in a chemical dependency treatment program under an employee benefit plan, in which case the employee may be requested or required to undergo drug and alcohol testing without prior notice during the evaluation or treatment period and for a period

of up to two (2) years following completion of any prescribed chemical dependency treatment program.

6. Routine Physical Examination Testing

The school district may request or require any employee to undergo drug and alcohol testing as part of a routine physical examination provided the drug or alcohol test is requested or required no more than once annually and the employee has been given at least two weeks' written notice that a drug or alcohol test may be requested or required as part of the physical examination.

B. No Legal Duty to Test

The school district does not have a legal duty to request or require any employee or job applicant whose position does not require a commercial driver's license to undergo drug and alcohol testing.

C. Definitions

1. "Drug" means a controlled substance as defined in Minnesota Statutes, including medical cannabis, regardless of enrollment in the state registry program.

2. "Drug and Alcohol Testing," "Drug or Alcohol Testing," and "Drug or Alcohol Test" mean analysis of a body component sample by a testing laboratory that meets one of the criteria listed in Minnesota Statutes, section181.953, subdivision 1, for the purpose of measuring the presence or absence of drugs, alcohol, or their metabolites in the sample tested.

3. "Other Employees" means any persons, independent contractors, or persons working for an independent contractor who perform services for the school district for compensation, either full time or part time, in whatever form, except for persons whose positions require a commercial driver's license, and includes both professional and nonprofessional personnel. Persons whose positions require a commercial driver's license are primarily governed by the provisions of the school district's drug and alcohol testing policy relating to school bus drivers (Section III.). To the extent that the drug and alcohol testing of persons whose positions require a commercial driver's license is not mandated by federal law and regulations, such testing shall be governed by Section IV. of this policy and the drivers shall fall within this definition of "other employees."

4. "Job Applicant" means a person, independent contractor, or person working for an independent contractor who applies to become an employee of the school district in a position that does not require a commercial driver's license, and includes a person who has received a job offer made contingent on the person's passing drug or alcohol testing. Job applicants for positions requiring a commercial driver's license are governed by the provisions of the school district's drug and alcohol testing policy relating to school bus drivers (Section III.).

5. "Positive Test Result" means a finding of the presence of drugs, alcohol, or their metabolites in the sample tested in levels at or above the threshold detection levels contained in the standards of one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1.

6. "Random Selection Basis" means a mechanism for selection of employees that:

a. results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected; and

b. does not give the school district discretion to waive the selection of any employee selected under the mechanism.

7. "Reasonable Suspicion" means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.

8. "Safety-Sensitive Position" means a job, including any supervisory or management position, in which an impairment caused by drug or alcohol usage would threaten the health or safety of any person.

D. Right of Other Employee or Job Applicant to Refuse Drug and Alcohol Testing and Consequences of Such Refusal

1. Right of Other Employee or Job Applicant to Refuse Drug and Alcohol Testing

Any employee or job applicant whose position does not require a commercial driver's license has the right to refuse drug and alcohol testing subject to the provisions contained in Paragraphs 2. and 3. of Section IV.D.

2. Consequences of an Employee's Refusal to Undergo Drug and Alcohol Testing

Any employee in a position that does not require a commercial driver's license who refuses to undergo drug and alcohol testing in the circumstances set out in the Random Testing, Reasonable Suspicion Testing, and Treatment Program Testing provisions of this policy may be subject to disciplinary action, up to and including immediate discharge.

3. Consequences of a Job Applicant's Refusal to Undergo Drug and Alcohol Testing

Any job applicant for a position which does not require a commercial driver's license who refuses to undergo drug and alcohol testing pursuant to the Job Applicant Testing provision of this policy shall not be employed.

E. Reliability and Fairness Safeguards

1. Pretest Notice

Before requesting an employee or job applicant whose position does not require a commercial driver's license to undergo drug or alcohol testing, the school district shall provide the employee or job applicant with a Pretest Notice in the form of Attachment D to this policy on which to acknowledge that the employee or job applicant has received the school district's drug and alcohol testing policy.

2. Notice of Test Results

Within three (3) working days after receipt of a test result report from the testing laboratory, the school district shall inform in writing an employee or job applicant who has undergone drug or alcohol testing of a negative test result on an initial screening test or of a negative or positive test result on a confirmatory test.

3. Notice of and Right to Test Result Report

Within three (3) working days after receipt of a test result report from the testing laboratory, the school district shall inform in writing, an employee or job applicant who has undergone drug or alcohol testing of the employee or job applicant's right to request and receive from the school district a copy of the test result report on any drug or alcohol test.

4. Notice of and Right to Explain Positive Test Result

a. If an employee or job applicant has a positive test result on a confirmatory test, the school district shall provide the individual with notice of the test results and, at the same time, written notice of the right to explain the results and to submit additional information.

b. The school district may request that the employee or job applicant indicate any over-the-counter or prescription medication that the individual is currently taking or has recently taken and any other information relevant to the reliability of, or explanation for, a positive test result.

c. The employee may present verification of enrollment in the medical cannabis patient registry as part of the employee's explanation.

d. Use of nonintoxicating cannabinoids or edible cannabinoid products is not a legitimate medical explanation for a confirmed positive test result for marijuana. MROs will verify a drug test confirmed as positive, even if an employee claims to have only used nonintoxicating cannabinoids or edible cannabinoid product.

e. Within three (3) working days after notice of a positive test result on a confirmatory test, an employee or job applicant may submit information (in addition to any information already submitted) to the school district to explain that result.

5. Notice of and Right to Request Confirmatory Retests

a. If an employee or job applicant has a positive test result on a confirmatory test, the school district shall provide the individual with notice of the test results and, at the same time, written notice of the right to request a confirmatory retest of the original sample at his or her expense.

b. An employee or job applicant may request a confirmatory retest of the original sample at his or her own expense after notice of a positive test result on a confirmatory test. Within five (5) working days after notice of the confirmatory test result, the employee or job applicant shall notify the school district in writing of his or her intention to obtain a confirmatory retest. Within three (3) working days after receipt of the notice, the school district shall notify the original testing laboratory that the employee or job applicant has requested the laboratory to conduct the confirmatory retest or to transfer the sample to another laboratory licensed under Minnesota Statutes, section 181.953, subdivision 1 to conduct the confirmatory retest. The original testing laboratory shall ensure that appropriate chain-of-custody procedures are followed

during transfer of the sample to the other laboratory. The confirmatory retest must use the same drug or alcohol threshold detection levels as used in the original confirmatory test. If the confirmatory retest does not confirm the original positive test result, no adverse personnel action based on the original confirmatory test may be taken against the employee or job applicant.

6. If an employee or job applicant has a positive test result on a confirmatory test, the school district, at the time of providing notice of the test results, shall also provide written notice to inform the individual of other rights provided under Sections F. or G., below, whichever is applicable.

   Attachments E and F to this policy provide the Notices described in Paragraphs 2. through 6. of this Section E.

F. Discharge and Discipline of Employees Whose Positions Do Not Require a Commercial Driver's License

1. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of a positive test result from an initial screening test that has not been verified by a confirmatory test.

2. In the case of a positive test result on a confirmatory test, the employee shall be subject to discipline which includes, but is not limited to, immediate suspension without pay and immediate discharge, pursuant to the provisions of this policy.

3. The school district may not discharge an employee for whom a positive test result on a confirmatory test was the first such result for the employee on a drug or alcohol test requested by the school district, unless the following conditions have been met:

   a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with a certified chemical abuse counselor or a physician trained in the diagnosis and treatment of chemical dependency; and

   b. The employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion or by a positive test result on a confirmatory test after completion of the program.

4. Notwithstanding Paragraph 1., the school district may temporarily suspend the tested employee or transfer that employee to another position at the same rate of pay pending the outcome of the confirmatory test and, if requested, the confirmatory retest, provided the school district believes that it is reasonably necessary to protect the health or safety of the employee, co-employees or the public. An employee who has been suspended without pay must be reinstated with back pay if the outcome of the confirmatory test or requested confirmatory retest is negative.

5. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of medical history information or the employee's status as a patient enrolled in the medical cannabis registry program revealed to the school district, unless the employee was under an affirmative duty to provide the information before, upon, or after hire, or failing to do so would violate federal law or regulations or cause the school district to lose money or licensing-related benefit under federal law or regulations.

6. The school district may not discriminate against any employee in termination, discharge, or any term of condition of employment or otherwise penalize an employee based upon an employee registered patient's positive drug test for cannabis components or metabolites, unless the employee used, possessed, or was impaired by medical cannabis on school district property during the hours of employment.

7. An employee must be given access to information in the individual's personnel file relating to positive test result reports and other information acquired in the drug and alcohol testing process and conclusions drawn from and actions taken based on the reports or other acquired information.

G. Withdrawal of Job Offer for an Applicant for a Position That Does Not Require a Commercial Driver's License

If a job applicant has received a job offer made contingent on the applicant's passing drug and alcohol testing, the school district may not withdraw the offer based on a positive test result from an initial screening test that has not been verified by a confirmatory test. In the case of a positive test result on a confirmatory test, the school district may withdraw the job offer.

H. Chain-of-Custody Procedures

The school district has established its own reliable chain-of-custody procedures to ensure proper record keeping, handling, labeling, and identification of the samples to be tested. The procedures require the following:

1. Possession of a sample must be traceable to the employee from whom the sample is collected, from the time the sample is collected through the time the sample is delivered to the laboratory;

2. The sample must always be in the possession of, must always be in view of, or must be placed in a secure area by a person authorized to handle the sample;

3. A sample must be accompanied by a written chain-of-custody record; and

4. Individuals relinquishing or accepting possession of the sample must record the time the possession of the sample was transferred and must sign and date the chain-of-custody record at the time of transfer.

I. Privacy, Confidentiality and Privilege Safeguards

1. Privacy Limitations

A laboratory may only disclose to the school district test result data regarding the presence or absence of drugs, alcohol or their metabolites in a sample

tested.

2. Confidentiality Limitations

With respect to employees and job applicants, test result reports and other information acquired in the drug or alcohol testing process are private data on individuals as that phrase is defined in Minnesota Statutes Chapter 13, and may not be disclosed by the school district or laboratory to another employer or to a third-party individual, governmental agency, or private organization without the written consent of the employee or job applicant tested.

3. Exceptions to Privacy and Confidentiality Disclosure Limitations

Notwithstanding Paragraphs 1. and 2., evidence of a positive test result on a confirmatory test may be: (1) used in an arbitration proceeding pursuant to a collective bargaining agreement, an administrative hearing under Minnesota Statutes, Chapter 43A or other applicable state or local law, or a judicial proceeding, provided that information is relevant to the hearing or proceeding; (2) disclosed to any federal agency or other unit of the United States government as required under federal law, regulation or order, or in accordance with compliance requirements of a federal government contract; and (3) disclosed to a substance abuse treatment facility for the purpose of evaluation or treatment of the employee.

4. Privilege

Positive test results from the school district drug or alcohol testing program may not be used as evidence in a criminal action against the employee or job applicant tested.

J. Notice of Testing Policy to Affected Employees

The school district shall provide written notice of this drug and alcohol testing policy to all affected employees upon adoption of the policy, to a previously non-affected employee upon transfer to an affected position under the policy, and to a job applicant upon hire and before any testing of the applicant if the job offer is made contingent on the applicant's passing drug and alcohol testing. Affected employees and applicants will acknowledge receipt of this written notice in the form of Attachment G to this policy.

V. POSTING

The school district shall post notice in an appropriate and conspicuous location on its premises that it has adopted a drug and alcohol testing policy and that copies of the policy are available for inspection during regular business hours by its employees or job applicants in its personnel office or other suitable locations.

Legal References:
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. Ch. 43A (State Personnel Management)
Minn. Stat. § 151.72 (Sale of Certain Cannabinoid Products)
Minn. Stat. § 152.01 (Definitions)
Minn. Stat. § 152.22 (Definitions; Medical Cannabis)
Minn. Stat. § 152.23 (Limitations; Medical Cannabis)
Minn. Stat. § 152.32 (Protections for Registry Program Participation)
Minn. Stat. § 176.011, subd. 16 (Definitions; Personal Injury)

Minn. Stat. §§ 181.950-181.957 (Drug and Alcohol Testing in the Workplace)
Minn. Stat. § 221.031 (Motor Carrier Rules)
49 U.S.C. § 31306 (Omnibus Transportation Employee Testing Act of 1991)
49 U.S.C. 31306a (National Clearinghouse for Controlled Substance and Alcohol Test Results of Commercial Motor Vehicle Operators)
49 U.S.C. § 521(b) (Civil and Criminal Penalties for Violations)
49 C.F.R. Parts 40 and 382 (Department of Transportation Rules Implementing Omnibus Transportation Employee Testing Act of 1991)

Cross-References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 417 (Chemical Use and Abuse)
MSBA/MASA Model Policy 418 (Drug-Free Workplace/Drug-Free School)

~~4036 DRUG AND ALCOHOL TESTING~~

~~The school board recognizes the significant problems created by drug and alcohol use in society in general, and the public schools in particular. The school board also recognizes the important contribution that the public schools have in shaping the youth of today into the adults of tomorrow. The school board recognizes that effective January 1, 1996, federal law requires employers of less than 50 bus drivers must have implemented a drug and alcohol testing policy. (49 CFR 382.11.5)~~

~~It is the belief of the school board that a work environment free of drug and alcohol use will not only be safer, healthier, and more productive, but will also be more conducive to effective learning. Therefore, to provide such an environment, the purpose of this policy is to provide authority so that the school board may require all employees and/or job applicants whose position requires a commercial driver's license to submit to drug and alcohol testing in accordance with the provision of this policy and as provided in Minn. Stat. 181.950 through 181.957.~~

~~All school district employees and job applicants whose position requires a commercial driver's license will be required to undergo drug and alcohol testing in accordance with federal law and the applicable provisions of this policy.~~

~~The use, possession, sale, purchase, transfer, or dispensing of any drugs not medically prescribed is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of drugs which are not medically prescribed is also prohibited throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school district property. Employees under the influence of drugs which are not medically prescribed are prohibited from entering or remaining on school district property.~~

~~Any employee who violates this section shall be subject to discipline which includes but is not limited to, immediate suspension without pay and immediate discharge.~~

~~The use, possession, sale, purchase, transfer, or dispensing of alcohol is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of alcohol is also prohibited throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school district property. Employees under the influence of alcohol are prohibited from entering or remaining on school district property.~~

~~Any employee who violates this section shall be subject to discipline which includes, but is not limited to, immediate suspension without pay and immediate discharge.~~

~~Definitions~~

~~**"Drug"** means a controlled substance as defined in Minnesota Statutes. "Drug and alcohol~~

testing," "drug or alcohol testing," and "drug or alcohol test" mean analysis of a body component sample according to the standards established under one of the programs listed in Minn. Stat. 181.953, Subd. 1, for the purpose of measuring the presence or absence of drugs, alcohol, or their metabolites in the sample tested.

"Employee" means any person, independent contractor, or person working for an independent contractor who performs services for compensation, either full-time or part-time, in whatever form, for the school district, and includes both professional and nonprofessional personnel.

"Job applicant" means a person, independent contractor, or person working for an independent contractor who applies to become an employee of the school district, and includes a person who has received a job offer made contingent on the person passing drug or alcohol testing.

"Positive test result" means a finding of the presence of drugs, alcohol, or their metabolites in the sample tested in levels at or above a threshold detection levels contained in the standards of one of the programs listed in Minn. Stat. 181.953, Subd. 1.

"Random selection basis" means a mechanism for selection of employees that:

1. results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected; and
2. does not give the school district discretion to waive the selection of employee selected under the mechanism.

"Reasonable suspicion" means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.

"Safety-sensitive position" means a job, includinany supervisory or management position, in which an impairment caused by drug or alcohol usage would threaten the health or safety of any person.

Adopted: 01-23-1996 ISD 709

418 DRUG-FREE WORKPLACE/DRUG-FREE SCHOOL

I. PURPOSE

The purpose of this policy is to maintain a safe and healthful environment for employees and students by prohibiting the use of alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids (including edible cannabinoid products), and controlled substances without a physician's prescription.

II. GENERAL STATEMENT OF POLICY

A. Use or possession of alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids (including edible cannabinoid products), and controlled substances before, during, or after school hours, at school or in any other school location, is prohibited as general policy. Paraphernalia associated with controlled substances is prohibited.

B. A violation of this policy occurs when any student, teacher, administrator, other school district personnel, or member of the public uses or possesses alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids (including edible cannabinoid products), or controlled substances in any school location.

C. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or member of the public who violates this policy.

III. DEFINITIONS

A. "Alcohol" includes any alcoholic beverage containing more than one-half of one percent alcohol by volume.

B. "Controlled substances" include narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, anabolic steroids, or any other controlled substance as defined in Schedules I through V of the Controlled Substances Act, 21 United States Code section 812, including analogues and look-alike drugs.

C. "Edible cannabinoid product" means any product that is intended to be eaten or consumed as a beverage by humans, contains a cannabinoid in combination with food ingredients, and is not a drug.

D. "Nonintoxicating cannabinoid" means substances extracted from certified hemp plants that do not produce intoxicating effects when consumed by any route of administration.

E. "Medical cannabis" means any species of the genus cannabis plant, or any mixture or preparation of them, including whole plant extracts and resins, and is delivered in the form of: (1) liquid, including, but not limited to, oil; (2) pill; (3) vaporized delivery method with use of liquid or oil but which does not require the use of dried leaves or plant form; (4) combustion with use of dried raw cannabis; or (5) any other method approved by the commissioner.

F. "Possess" means to have on one's person, in one's effects, or in an area subject to one's control.

G. "School location" includes any school building or on any school premises; in any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off school property at any school-sponsored or school-approved activity, event, or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district; or during any period of time such employee is supervising students on behalf of the school district or otherwise engaged in school district business.

H. "Toxic substances" includes: (1) glue, cement, aerosol paint, containing toluene, benzene, xylene, amyl nitrate, butyl nitrate, nitrous oxide, or containing other aromatic hydrocarbon solvents, but does not include glue, cement, or paint contained in a packaged kit for the construction of a model automobile, airplane, or similar item; (2) butane or a butane lighter; or (3) any similar substance declared to be toxic to the central nervous system and to have a potential for abuse, by a rule adopted by the commissioner of health.

I. "Use" includes to sell, buy, manufacture, distribute, dispense, possess, use, or be under the influence of alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids (including edible cannabinoid products), and/or controlled substances, whether or not for the purpose of receiving remuneration or consideration.

IV. EXCEPTIONS

A. A violation of this policy does not occur when a person brings onto a school location, for such person's own use, a controlled substance, except medical cannabis, which has a currently accepted medical use in treatment in the United States and the person has a physician's prescription for the substance. The person shall comply with the relevant procedures of this policy.

B. A violation of this policy does not occur when a person possesses an alcoholic beverage in a school location when the possession is within the exceptions of Minnesota Statutes section 624.701, subdivision 1a (experiments in laboratories; pursuant to a temporary license to sell liquor issued under Minnesota laws or possession after the purchase from such a temporary license holder).

V. PROCEDURES

A. Students who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, must comply with the school district's student medication policy.

B. Employees who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, are permitted to possess such controlled substance and associated necessary paraphernalia, such as an inhaler or syringe. The employee must inform his or her supervisor. The employee may be required to provide a copy of the prescription.

C. Each employee shall be provided with written notice of this Drug-Free Workplace/Drug-Free School policy and shall be required to acknowledge that he or she has received the policy.

D. Employees are subject to the school district's drug and alcohol testing policies and

procedures.

E. Members of the public are not permitted to possess controlled substances in a school location except with the express permission of the superintendent.

F. No person is permitted to possess or use medical cannabis on a school bus or van; or on the grounds of any preschool or primary or secondary school; or on the grounds of any child care facility. This prohibition includes (1) vaporizing or combusting medical cannabis on any form of public transportation where the vapor or smoke could be inhaled by a minor child or in any public place, including indoor or outdoor areas used by or open to the general public or place of employment; and (2) operating, navigating, or being in actual physical control of any motor vehicle or working on transportation property, equipment or facilities while under the influence of medial cannabis.

G. Possession of alcohol on school grounds pursuant to the exceptions of Minnesota Statutes section 624.701, subdivision 1a, shall be by permission of the school board only. The applicant shall apply for permission in writing and shall follow the school board procedures for placing an item on the agenda.

VI. ENFORCEMENT

A. Students

1. Students may be required to participate in programs and activities that provide education against the use of alcohol, tobacco, marijuana, smokeless tobacco products, electronic cigarettes, and nonintoxicating cannabinoids (including edible cannabinoid products),

2. Students may be referred to drug or alcohol assistance or rehabilitation programs; school based mental health services, mentoring and counseling, including early identification of mental health symptoms, drug use and violence and appropriate referral to direct individual or group counselling service. which may be provide by school based mental health services providers; and/or referral to law enforcement officials when appropriate.

3. A student who violates the terms of this policy shall be subject to discipline in accordance with the school district's discipline policy. Such discipline may include suspension or expulsion from school.

B. Employees

1. As a condition of employment in any federal grant, each employee who is engaged either directly or indirectly in performance of a federal grant shall abide by the terms of this policy and shall notify his or her supervisor in writing of his or her conviction of any criminal drug statute for a violation occurring in any of the places listed above on which work on a school district federal grant is performed, no later than five (5) calendar days after such conviction. Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.

2. An employee who violates the terms of this policy is subject to disciplinary action, including nonrenewal, suspension, termination, or discharge as deemed appropriate by the school board.

3. In addition, any employee who violates the terms of this policy may be required to satisfactorily participate in a drug and/or alcohol abuse assistance or rehabilitation program approved by the school district. Any employee who fails to satisfactorily participate in and complete such a program is subject to nonrenewal, suspension, or termination as deemed appropriate by the school board.

4. Sanctions against employees, including nonrenewal, suspension, termination, or discharge shall be pursuant to and in accordance with applicable statutory authority, collective bargaining agreements, and school district policies.

C. The Public

A member of the public who violates this policy shall be informed of the policy and asked to leave. If necessary, law enforcement officials will be notified and asked to provide an escort.

Legal References:
Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
Minn. Stat. § 121A.40-§ 121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 151.72 (Sale of Certain Cannabinoid Products)
Minn. Stat. § 152.22, subd. 6 (Definitions; Medical Cannabis)
Minn. Stat. § 152.23 (Limitations; Medical Cannabis)
Minn. Stat. § 340A.101 (Definitions; Alcoholic Beverage)
Minn. Stat. § 340A.403 (3.2 Percent Malt Liquor Licenses)
Minn. Stat. § 340A.404 (Intoxicating Liquor; On-Sale Licenses)
Minn. Stat. § 609.684 (Abuse of Toxic Substances)
Minn. Stat. § 624.701 (Alcohol in Certain Buildings or Grounds)
20 U.S.C. § 7101-7122 (Student Support and Academic Enrichment Grants)
21 U.S.C. § 812 (Schedules of Controlled Substances)
41 U.S.C. §§ 8101-8106 (Drug-Free Workplace Act)
21 C.F.R. §§ 1308.11-1308.15 (Controlled Substances)
34 C.F.R. Part 84 (Government-Wide Requirements for Drug-Free Workplace)

Cross References:
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 416 (Drug and Alcohol Testing)
MSBA/MASA Model Policy 417 (Chemical Use and Abuse)
MSBA/MASA Model Policy 419 (Tobacco-Free Environment; Possession and use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices; Vaping Awareness and Prevention Instruction)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 516 (Student Medication)

Replacing: Policy 4036

Adopted: _____ *MSBA/MASA Model Policy 418*
Orig. 1995
Revised: _____ *Rev. 2022*

418 DRUG-FREE WORKPLACE/DRUG-FREE SCHOOL

[Note: School districts are required by statute to have a policy addressing these issues.]

I. PURPOSE

The purpose of this policy is to maintain a safe and healthful environment for employees and students by prohibiting the use of alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids (including edible cannabinoid products), and controlled substances without a physician's prescription.

II. GENERAL STATEMENT OF POLICY

A. Use or possession of alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids (including edible cannabinoid products), and controlled substances before, during, or after school hours, at school or in any other school location, is prohibited as general policy. Paraphernalia associated with controlled substances is prohibited.

B. A violation of this policy occurs when any student, teacher, administrator, other school district personnel, or member of the public uses or possesses alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids (including edible cannabinoid products), or controlled substances in any school location.

C. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or member of the public who violates this policy.

III. DEFINITIONS

A. "Alcohol" includes any alcoholic beverage containing more than one-half of one percent alcohol by volume.

B. "Controlled substances" include narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, anabolic steroids, or any other controlled substance as defined in Schedules I through V of the Controlled Substances Act, 21 United States Code section 812, including analogues and look-alike drugs.

C. "Edible cannabinoid product" means any product that is intended to be eaten or consumed as a beverage by humans, contains a cannabinoid in combination with food ingredients, and is not a drug.

D. "Nonintoxicating cannabinoid" means substances extracted from certified hemp plants that do not produce intoxicating effects when consumed by any route of administration.

E. "Medical cannabis" means any species of the genus cannabis plant, or any mixture or preparation of them, including whole plant extracts and resins, and is delivered in the form of: (1) liquid, including, but not limited to, oil; (2) pill; (3) vaporized delivery

method with use of liquid or oil but which does not require the use of dried leaves or plant form; (4) combustion with use of dried raw cannabis; or (5) any other method approved by the commissioner.

F. "Possess" means to have on one's person, in one's effects, or in an area subject to one's control.

G. "School location" includes any school building or on any school premises; in any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off school property at any school-sponsored or school-approved activity, event, or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district; or during any period of time such employee is supervising students on behalf of the school district or otherwise engaged in school district business.

H. "Toxic substances" includes: (1) glue, cement, aerosol paint, containing toluene, benzene, xylene, amyl nitrate, butyl nitrate, nitrous oxide, or containing other aromatic hydrocarbon solvents, but does not include glue, cement, or paint contained in a packaged kit for the construction of a model automobile, airplane, or similar item; (2) butane or a butane lighter; or (3) any similar substance declared to be toxic to the central nervous system and to have a potential for abuse, by a rule adopted by the commissioner of health.

I. "Use" includes to sell, buy, manufacture, distribute, dispense, possess, use, or be under the influence of alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids (including edible cannabinoid products), and/or controlled substances, whether or not for the purpose of receiving remuneration or consideration.

IV. EXCEPTIONS

A. A violation of this policy does not occur when a person brings onto a school location, for such person's own use, a controlled substance, except medical cannabis, which has a currently accepted medical use in treatment in the United States and the person has a physician's prescription for the substance. The person shall comply with the relevant procedures of this policy.

B. A violation of this policy does not occur when a person possesses an alcoholic beverage in a school location when the possession is within the exceptions of Minnesota Statutes section 624.701, subdivision 1a (experiments in laboratories; pursuant to a temporary license to sell liquor issued under Minnesota laws or possession after the purchase from such a temporary license holder).

V. PROCEDURES

A. Students who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, must comply with the school district's student medication policy.

[Note: School districts are required by Minnesota Statutes, section 121A.22 to develop procedures for the administration of drugs and medicine. If the school district does not have a student medication policy such as MSBA/MASA Model Policy 516, this Paragraph A. can be modified to provide: "Students who have a prescription from a physician for medical treatment with a controlled substance must provide a copy of the prescription and the medication to the school nurse, principal, or other designated staff member.

The school district's licensed school nurse, trained health clerk, principal, or teacher will administer the prescribed medication in accordance with school district procedures."]

B. Employees who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, are permitted to possess such controlled substance and associated necessary paraphernalia, such as an inhaler or syringe. The employee must inform his or her supervisor. The employee may be required to provide a copy of the prescription.

C. Each employee shall be provided with written notice of this Drug-Free Workplace/Drug-Free School policy and shall be required to acknowledge that he or she has received the policy.

[Note: The Drug-Free Workplace Act requires that school district employees be notified by a published statement of the prohibition of the use of controlled substances and actions that will be taken against employees for violations of such prohibition. 41 United States Code section 8103; 34 Code of Federal Regulations Part 84. An acknowledgment will document satisfaction by the school district of this federal requirement.]

D. Employees are subject to the school district's drug and alcohol testing policies and procedures.

E. Members of the public are not permitted to possess controlled substances in a school location except with the express permission of the superintendent.

F. No person is permitted to possess or use medical cannabis on a school bus or van; or on the grounds of any preschool or primary or secondary school; or on the grounds of any child care facility. This prohibition includes (1) vaporizing or combusting medical cannabis on any form of public transportation where the vapor or smoke could be inhaled by a minor child or in any public place, including indoor or outdoor areas used by or open to the general public or place of employment; and (2) operating, navigating, or being in actual physical control of any motor vehicle or working on transportation property, equipment or facilities while under the influence of medial cannabis.

G. Possession of alcohol on school grounds pursuant to the exceptions of Minnesota Statutes section 624.701, subdivision 1a, shall be by permission of the school board only. The applicant shall apply for permission in writing and shall follow the school board procedures for placing an item on the agenda.

VI. ENFORCEMENT

A. <u>Students</u>

1. Students may be required to participate in programs and activities that provide education against the use of alcohol, tobacco, marijuana, smokeless tobacco products, electronic cigarettes, and nonintoxicating cannabinoids (including edible cannabinoid products),

2. Students may be referred to drug or alcohol assistance or rehabilitation programs; school based mental health services, mentoring and counseling, including early identification of mental health symptoms, drug use and

violence and appropriate referral to direct individual or group counselling service. which may be provide by school based mental health services providers; and/or referral to law enforcement officials when appropriate.

3. A student who violates the terms of this policy shall be subject to discipline in accordance with the school district's discipline policy. Such discipline may include suspension or expulsion from school.

B. Employees

1. As a condition of employment in any federal grant, each employee who is engaged either directly or indirectly in performance of a federal grant shall abide by the terms of this policy and shall notify his or her supervisor in writing of his or her conviction of any criminal drug statute for a violation occurring in any of the places listed above on which work on a school district federal grant is performed, no later than five (5) calendar days after such conviction. Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.

2. An employee who violates the terms of this policy is subject to disciplinary action, including nonrenewal, suspension, termination, or discharge as deemed appropriate by the school board.

3. In addition, any employee who violates the terms of this policy may be required to satisfactorily participate in a drug and/or alcohol abuse assistance or rehabilitation program approved by the school district. Any employee who fails to satisfactorily participate in and complete such a program is subject to nonrenewal, suspension, or termination as deemed appropriate by the school board.

4. Sanctions against employees, including nonrenewal, suspension, termination, or discharge shall be pursuant to and in accordance with applicable statutory authority, collective bargaining agreements, and school district policies.

C. The Public

A member of the public who violates this policy shall be informed of the policy and asked to leave. If necessary, law enforcement officials will be notified and asked to provide an escort.

Legal References: Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
Minn. Stat. § 121A.40-§ 121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 151.72 (Sale of Certain Cannabinoid Products)
Minn. Stat. § 152.22, subd. 6 (Definitions; Medical Cannabis)
Minn. Stat. § 152.23 (Limitations; Medical Cannabis)
Minn. Stat. § 340A.101 (Definitions; Alcoholic Beverage)
Minn. Stat. § 340A.403 (3.2 Percent Malt Liquor Licenses)
Minn. Stat. § 340A.404 (Intoxicating Liquor; On-Sale Licenses)
Minn. Stat. § 609.684 (Abuse of Toxic Substances)
Minn. Stat. § 624.701 (Alcohol in Certain Buildings or Grounds)
20 U.S.C. § 7101-7122 (Student Support and Academic Enrichment Grants)
21 U.S.C. § 812 (Schedules of Controlled Substances)

41 U.S.C. §§ 8101-8106 (Drug-Free Workplace Act)
21 C.F.R. §§ 1308.11-1308.15 (Controlled Substances)
34 C.F.R. Part 84 (Government-Wide Requirements for Drug-Free Workplace)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 416 (Drug and Alcohol Testing)
MSBA/MASA Model Policy 417 (Chemical Use and Abuse)
MSBA/MASA Model Policy 419 (Tobacco-Free Environment; Possession and use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices; Vaping Awareness and Prevention Instruction)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 516 (Student Medication)

~~4035 - DRUG-FREE WORK PLACE~~

~~No employee shall unlawfully manufacture, distribute, dispense, possess, or use on or in the work place any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, or any other controlled substance, as defined in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation CFR 1300.11 through 1300.15, or in violation of any statute of the State of Minnesota.~~

~~"Work place" is defined to mean the site for the performance of work done in connection with employment. That includes any school building or any school premises; any school owned vehicle or any other school approved vehicle used to transport students to and from school or school activities; off school property during any school sponsored or school approved activity, event, or function, such as a field trip or athletic event, where students are under the jurisdiction of the School District.~~

~~As a condition of employment, each employee shall notify in writing, his or her supervisor of his or her conviction of any criminal drug statute for a violation occurring in the work place as defined above, no later than five (5) days after such conviction.~~

~~The School District will notify the agency in writing within ten (10) calendar days after receiving notice from an employee or otherwise, receiving actual notice of such conviction. As a condition of employment, each employee shall abide by all the terms of this policy creating a drug-free work place.~~

~~Any employee who violates the terms of this policy shall satisfactorily participate in a drug abuse assistance or rehabilitation program in a treatment facility licensed by the state of Minnesota or Wisconsin. If the employee fails to satisfactorily participate in such program, the employee shall be non-renewed or his or her employment may be suspended or terminated.~~

~~All disciplinary action taken against employees for violation of this policy, including non-renewal, suspension or termination, shall be imposed in accordance with procedures prescribed by State law, Civil Service rules and regulations, and bargaining unit contracts, including those laws and rules affording due process to all employees.~~

~~Adopted: 08-08-1989 ISD 709~~
~~Revised: 06-20-1995~~
~~12-17-1996 ISD 709~~

4050 PHYSICAL EXAMINATIONS

Subject to the limitations of state and federal laws regarding employment discrimination based on disability, placement and periodic physical examinations shall be required as described below.

1. Employment with the School District is contingent on the completion of the Pre-Placement Medical Evaluation Form.
2. Passing a pre-placement physical examination, arranged and paid for by the School District, shall be required of all individuals in designated employment classes and of all individuals whose completed Pre-Placement Medical Evaluation Form indicates need for further medical examination.
3. Bus drivers shall be required to submit to a pre-placement physical examination by a physician designated and paid for by the School District. All school bus drivers shall be required to pass a physical examination every two years or as required to maintain their school bus operator's endorsement.

References: Minnesota Rules, Chapter 7414
MS Section 171.321 subd. 2

Adopted: 06-09-1970 ISD 709
Revised: 08-09-1983
09-13-1988
06-20-1995 ISD 709

524 INTERNET ACCEPTABLE USE AND SAFETY POLICY

I. PURPOSE

The purpose of this policy is to set forth policies and guidelines for access to the school district computer system and acceptable and safe use of the Internet, including electronic communications.

II. GENERAL STATEMENT OF POLICY

In making decisions regarding student and employee access to the school district computer system and the Internet, including electronic communications, the school district considers its own stated educational mission, goals, and objectives. Electronic information research skills are now fundamental to preparation of citizens and future employees. Access to the school district computer system and to the Internet enables students and employees to explore thousands of libraries, databases, bulletin boards, and other resources while exchanging messages with people around the world. The school district expects that faculty will blend thoughtful use of the school district computer system and the Internet throughout the curriculum and will provide guidance and instruction to students in their use.

III. LIMITED EDUCATIONAL PURPOSE

The school district is providing students and employees with access to the school district computer system, which includes Internet access. The purpose of the system is more specific than providing students and employees with general access to the Internet. The school district system has a limited educational purpose, which includes use of the system for classroom activities, educational research, and professional or career development activities. Users are expected to use Internet access through the district system to further educational and personal goals consistent with the mission of the school district and school policies. Uses which might be acceptable on a user's private personal account on another system may not be acceptable on this limited-purpose network.

IV. USE OF SYSTEM IS A PRIVILEGE

The use of the school district system and access to use of the Internet is a privilege, not a right. Depending on the nature and degree of the violation and the number of previous violations, unacceptable use of the school district system or the Internet may result in one or more of the following consequences: suspension or cancellation of use or access privileges; payments for damages and repairs; discipline under other appropriate school district policies, including suspension, expulsion, exclusion, or termination of employment; or civil or criminal liability under other applicable laws.

V. UNACCEPTABLE USES

A. While not an exhaustive list, the following uses of the school district system and Internet resources or accounts are considered unacceptable:

1. Users will not use the school district system to access, review, upload, download, store, print, post, receive, transmit, or distribute:

a. pornographic, obscene, or sexually explicit material or other visual depictions that are harmful to minors;

b. obscene, abusive, profane, lewd, vulgar, rude, inflammatory,

threatening, disrespectful, or sexually explicit language;

c. materials that use language or images that are inappropriate in the education setting or disruptive to the educational process;

d. information or materials that could cause damage or danger of disruption to the educational process;

e. materials that use language or images that advocate violence or discrimination toward other people (hate literature) or that may constitute harassment or discrimination.

2. Users will not use the school district system to knowingly or recklessly post, transmit, or distribute false or defamatory information about a person or organization, or to harass another person, or to engage in personal attacks, including prejudicial or discriminatory attacks.

3. Users will not use the school district system to engage in any illegal act or violate any local, state, or federal statute or law.

4. Users will not use the school district system to vandalize, damage, or disable the property of another person or organization, will not make deliberate attempts to degrade or disrupt equipment, software, or system performance by spreading computer viruses or by any other means, will not tamper with, modify, or change the school district system software, hardware, or wiring or take any action to violate the school district's security system, and will not use the school district system in such a way as to disrupt the use of the system by other users.

5. Users will not use the school district system to gain unauthorized access to information resources or to access another person's materials, information, or files without the implied or direct permission of that person.

6. Users will not use the school district system to post private information about another person, personal contact information about themselves or other persons, or other personally identifiable information, including, but not limited to, addresses, telephone numbers, school addresses, work addresses, identification numbers, account numbers, access codes or passwords, labeled photographs, or other information that would make the individual's identity easily traceable, and will not repost a message that was sent to the user privately without permission of the person who sent the message.

a. This paragraph does not prohibit the posting of employee contact information on school district webpages or communications between employees and other individuals when such communications are made for education-related purposes (i.e., communications with parents or other staff members related to students).

b. Employees creating or posting school-related webpages may include personal contact information about themselves on a webpage. However, employees may not post personal contact information or other personally identifiable information about students unless:

(1) such information is classified by the school district as directory information and verification is made that the school district has not received notice from a parent/guardian or eligible student that such information is not to be designated as directory

information in accordance with Policy 515; or

(2) such information is not classified by the school district as directory information but written consent for release of the information to be posted has been obtained from a parent/guardian or eligible student in accordance with Policy 515.

In addition, prior to posting any personal contact or personally identifiable information on a school-related webpage, employees shall obtain written approval of the content of the postings from the building administrator.

c. These prohibitions specifically prohibit a user from utilizing the school district system to post personal information about a user or another individual on social networks, including, but not limited to, social networks such as "Facebook," "Twitter," "Instagram," "Snapchat," "TikTok," "Reddit," and similar websites or applications.

7. Users must keep all account information and passwords on file with the designated school district official. Users will not attempt to gain unauthorized access to the school district system or any other system through the school district system, attempt to log in through another person's account, or use computer accounts, access codes, or network identification other than those assigned to the user. Messages and records on the school district system may not be encrypted without the permission of appropriate school authorities.

8. Users will not use the school district system to violate copyright laws or usage licensing agreements, or otherwise to use another person's property without the person's prior approval or proper citation, including the downloading or exchanging of pirated software or copying software to or from any school computer, and will not plagiarize works they find on the Internet.

9. Users will not use the school district system for conducting business, for unauthorized commercial purposes, or for financial gain unrelated to the mission of the school district. Users will not use the school district system to offer or provide goods or services or for product advertisement. Users will not use the school district system to purchase goods or services for personal use without authorization from the appropriate school district official.

10. Users will not use the school district system to engage in bullying or cyberbullying in violation of the school district's Bullying Prohibition Policy. This prohibition includes using any technology or other electronic communication off school premises to the extent that student learning or the school environment is substantially and materially disrupted.

B. The school district has a special interest in regulating off-campus speech that materially disrupts classwork or involves substantial disorder or invasion of the rights of others. A student or employee engaging in the foregoing unacceptable uses of the Internet when off school district premises also may be in violation of this policy as well as other school district policies. Examples of such violations may include, but are not limited to, serious or severe bullying or harassment targeting particular individuals, threats aimed at teachers or other students, failure to follow rules concerning lessons, the writing of papers, the use of computers, or participation in other online school activities, and breaches of school security devices. If the school district receives a report of an unacceptable use originating from a non-school computer or resource, the school district

may investigate such reports to the best of its ability. Students or employees may be subject to disciplinary action for such conduct, including, but not limited to, suspension or cancellation of the use or access to the school district computer system and the Internet and discipline under other appropriate school district policies, including suspension, expulsion, exclusion, or termination of employment.

C. If a user inadvertently accesses unacceptable materials or an unacceptable Internet site, the user shall immediately disclose the inadvertent access to an appropriate school district official. In the case of a school district employee, the immediate disclosure shall be to the employee's immediate supervisor and/or the building administrator. This disclosure may serve as a defense against an allegation that the user has intentionally violated this policy. In certain rare instances, a user also may access otherwise unacceptable materials if necessary to complete an assignment and if done with the prior approval of and with appropriate guidance from the appropriate teacher or, in the case of a school district employee, the building administrator.

VI. FILTER

A. With respect to any of its computers with Internet access, the school district will monitor the online activities of both minors and adults and employ technology protection measures during any use of such computers by minors and adults. The technology protection measures utilized will block or filter Internet access to any visual depictions that are:

1. Obscene;

2. Child pornography; or

3. Harmful to minors.

B. The term "harmful to minors" means any picture, image, graphic image file, or other visual depiction that:

1. Taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; or

2. Depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and

3. Taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.

C. Software filtering technology shall be narrowly tailored and shall not discriminate based on viewpoint.

D. An administrator, supervisor, or other person authorized by the Superintendent may disable the technology protection measure, during use by an adult, to enable access for bona fide research or other lawful purposes.

E. The school district will educate students about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyberbullying awareness and response.

VII. CONSISTENCY WITH OTHER SCHOOL POLICIES

Use of the school district computer system and use of the Internet shall be consistent with school district policies and the mission of the school district.

VIII. LIMITED EXPECTATION OF PRIVACY

A. By authorizing use of the school district system, the school district does not relinquish control over materials on the system or contained in files on the system. Users should expect only limited privacy in the contents of personal files on the school district system.

B. Routine maintenance and monitoring of the school district system may lead to a discovery that a user has violated this policy, another school district policy, or the law.

C. An individual investigation or search will be conducted if school authorities have a reasonable suspicion that the search will uncover a violation of law or school district policy.

D. Parents may have the right at any time to investigate or review the contents of their child's files and e-mail files in accordance with the school district's Protection and Privacy of Pupil Records Policy. Parents have the right to request the termination of their child's individual account at any time.

E. School district employees should be aware that the school district retains the right at any time to investigate or review the contents of their files and e-mail files. In addition, school district employees should be aware that data and other materials in files maintained on the school district system may be subject to review, disclosure, or discovery under Minnesota Statutes chapter 13 (Minnesota Government Data Practices Act).

F. The school district will cooperate fully with local, state and federal authorities in any investigation concerning or related to any illegal activities or activities not in compliance with school district policies conducted through the school district system.

IX. INTERNET USE AGREEMENT

A. The proper use of the Internet, and the educational value to be gained from proper Internet use, is the joint responsibility of students, parents, and employees of the school district.

B. This policy requires the permission of and supervision by the school's designated professional staff before a student may use a school account or resource to access the Internet.

C. The Internet Use Agreement form for students must be read and signed by the user, the parent or guardian, and the supervising teacher. The Internet Use Agreement form for employees must be signed by the employee. The form must then be filed at the school office. As supervising teachers change, the agreement signed by the new teacher shall be attached to the original agreement.

X. LIMITATION ON SCHOOL DISTRICT LIABILITY

Use of the school district system is at the user's own risk. The system is provided on an "as is,

as available" basis. The school district will not be responsible for any damage users may suffer, including, but not limited to, loss, damage, or unavailability of data stored on school district diskettes, tapes, hard drives, or servers, or for delays or changes in or interruptions of service or misdeliveries or nondeliveries of information or materials, regardless of the cause. The school district is not responsible for the accuracy or quality of any advice or information obtained through or stored on the school district system. The school district will not be responsible for financial obligations arising through unauthorized use of the school district system or the Internet.

XI. USER NOTIFICATION

A. All users shall be notified of the school district policies relating to Internet use.

B. This notification shall include the following:

1. Notification that Internet use is subject to compliance with school district policies.

2. Disclaimers limiting the school district's liability relative to:

   a. Information stored on school district diskettes, hard drives, or servers.

   b. Information retrieved through school district computers, networks, or online resources.

   c. Personal property used to access school district computers, networks, or online resources.

   d. Unauthorized financial obligations resulting from use of school district resources/accounts to access the Internet.

3. A description of the privacy rights and limitations of school sponsored/managed Internet accounts.

4. Notification that, even though the school district may use technical means to limit student Internet access, these limits do not provide a foolproof means for enforcing the provisions of this acceptable use policy.

5. Notification that goods and services can be purchased over the Internet that could potentially result in unwanted financial obligations and that any financial obligation incurred by a student through the Internet is the sole responsibility of the student and/or the student's parents.

6. Notification that the collection, creation, reception, maintenance, and dissemination of data via the Internet, including electronic communications, is governed by Public and Private Personnel Data Policy, and Protection and Privacy of Pupil Records Policy.

7. Notification that, should the user violate the school district's acceptable use policy, the user's access privileges may be revoked, school disciplinary action may be taken and/or appropriate legal action may be taken.

8. Notification that all provisions of the acceptable use policy are subordinate to local, state, and federal laws.

XII. PARENTS' RESPONSIBILITY; NOTIFICATION OF STUDENT INTERNET USE

A. Outside of school, parents bear responsibility for the same guidance of Internet use as they exercise with information sources such as television, telephones, radio, movies, and other possibly offensive media. Parents are responsible for monitoring their student's use of the school district system and of the Internet if the student is accessing the school district system from home or a remote location.

B. Parents will be notified that their students will be using school district resources/accounts to access the Internet and that the school district will provide parents the option to request alternative activities not requiring Internet access. This notification should include:

1. A copy of the user notification form provided to the student user.

2. A description of parent/guardian responsibilities.

3. A notification that the parents have the option to request alternative educational activities not requiring Internet access and the material to exercise this option.

4. A statement that the Internet Use Agreement must be signed by the user, the parent or guardian, and the supervising teacher prior to use by the student.

5. A statement that the school district's acceptable use policy is available for parental review.

XIII. NOTIFICATION REGARDING TECHNOLOGY PROVIDERS

A. "Technology provider" means a person who:

1. contracts with the school district, as part of a one-to-one program or otherwise, to provide a school-issued device for student use; and

2. creates, receives, or maintains educational data pursuant or incidental to a contract with the school district.

B. "Parent" means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent in the absence of a parent or a guardian.

C. Within 30 days of the start of each school year, the school district must give parents and students direct and timely notice, by United States mail, e-mail, or other direct form of communication, of any curriculum, testing, or assessment technology provider contract affecting a student's educational data. The notice must:

1. identify each curriculum, testing, or assessment technology provider with access to educational data;

2. identify the educational data affected by the curriculum, testing, or assessment technology provider contract; and

3. include information about the contract inspection and provide contact information for a school department to which a parent or student may direct questions or concerns regarding any program or activity that allows a

curriculum, testing, or assessment technology provider to access a student's educational data.

D. The school district must provide parents and students an opportunity to inspect a complete copy of any contract with a technology provider.

E. A contract between a technology provider and the school district must include requirements to ensure appropriate security safeguards for educational data. The contract must require that:

1. the technology provider's employees or contractors have access to educational data only if authorized; and

2. the technology provider's employees or contractors may be authorized to access educational data only if access is necessary to fulfill the official duties of the employee or contractor.

F. All educational data created, received, maintained, or disseminated by a technology provider pursuant or incidental to a contract with a public educational agency or institution are not the technology provider's property.

XIV. SCHOOL-ISSUED DEVICES

A. "School-issued device" means hardware or software that the school district, acting independently or with a technology provider, provides to an individual student for that student's dedicated personal use. A school-issued device includes a device issued through a one-to-one program.

B. Except as provided in paragraph C, the school district or a technology provider must not electronically access or monitor:

1. any location-tracking feature of a school-issued device;

2. any audio or visual receiving, transmitting, or recording feature of a school-issued device; or

3. student interactions with a school-issued device, including but not limited to keystrokes and web-browsing activity.

C. The school district or a technology provider may only engage in activities prohibited by paragraph B if:

1. the activity is limited to a noncommercial educational purpose for instruction, technical support, or exam-proctoring by school district employees, student teachers, staff contracted by the school district, a vendor, or the Minnesota Department of Education, and notice is provided in advance;

2. the activity is permitted under a judicial warrant;

3. the school district is notified or becomes aware that the device is missing or stolen;

4. the activity is necessary to respond to an imminent threat to life or safety and the access is limited to that purpose;

5. the activity is necessary to comply with federal or state law, including but not limited to Minnesota Statutes section 121A.031; or

6. the activity is necessary to participate in federal or state funding programs, including but not limited to the E-Rate program.

D. If the school district or a technology provider interacts with a school-issued device as provided in paragraph C, clause 4, it must, within 72 hours of the access, notify the student to whom the school-issued device was issued or that student's parent and provide a written description of the interaction, including which features of the device were accessed and a description of the threat. This notice is not required at any time when the notice itself would pose an imminent threat to life or safety, but must instead be given within 72 hours after that imminent threat has ceased.

XV. LIMIT ON SCREEN TIME FOR CHILDREN IN PRESCHOOL AND KINDERGARTEN

A child in a publicly funded preschool or kindergarten program may not use an individual-use screen, such as a tablet, smartphone, or other digital media, without engagement from a teacher or other students. This section does not apply to a child for whom the school has an individualized family service plan, an individualized education program, or a 504 plan in effect.

XVI. IMPLEMENTATION; POLICY REVIEW

A. The school district administration may develop appropriate user notification forms, guidelines, and procedures necessary to implement this policy for submission to the school board for approval. Upon approval by the school board, such guidelines, forms, and procedures shall be an addendum to this policy.

B. The administration shall revise the user notifications, including student and parent notifications, if necessary, to reflect the adoption of these guidelines and procedures.

C. The school district Internet policies and procedures are available for review by all parents, guardians, staff, and members of the community.

D. Because of the rapid changes in the development of the Internet, the school board shall conduct an annual review of this policy.

Legal References:
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act
Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. § 124D.166 (Limit on Screen Time for Children in Preschool and Kindergarten)
Minn. Stat. § 125B.15 (Internet Access for Students)
Minn. Stat. § 125B.26 (Telecommunications/Internet Access Equity Act)
15 U.S.C. § 6501 *et seq.* (Children's Online Privacy Protection Act)
17 U.S.C. § 101 *et seq.* (Copyrights)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
47 U.S.C. § 254 (Children's Internet Protection Act of 2000 (CIPA))
47 C.F.R. § 54.520 (FCC rules implementing CIPA)
Mahanoy Area Sch. Dist. v. B.L., 594 U.S. ___ , 141 S. Ct. 2038 (2021)
Tinker v. Des Moines Indep. Cmty. Sch. Dist., 393 U.S. 503 (1969)
United States v. Amer. Library Assoc., 539 U.S. 1942003)
Sagehorn v. Indep. Sch. Dist. No. 728, 122 F.Supp.2d 842 (D. Minn. 2015)

R.S. v. Minnewaska Area Sch. Dist. No. 2149, 894 F.Supp.2d 1128 (D. Minn. 2012)
Tatro v. Univ. of Minnesota, 800 N.W.2d 811 (Minn. App. 2011), aff'd on other grounds 816 N.W.2d 509 (Minn. 2012)
S.J.W. v. Lee's Summit R-7 Sch. Dist., 696 F.3d 771 (8th Cir. 2012)
Parents, Families and Friends of Lesbians and Gays, Inc. v. Camdenton R-III Sch. Dist., 853 F.Supp.2d 888 (W.D. Mo. 2012)
M.T. v. Cent. York Sch. Dist., 937 A.2d 538 (Pa. Commw. Ct. 2007)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 519 (Interviews of Students by Outside Agencies)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
MSBA/MASA Model Policy 522 (Title IX Sex Nondiscrimination Grievance Procedures and Process)
MSBA/MASA Model Policy 603 (Curriculum Development)
MSBA/MASA Model Policy 604 (Instructional Curriculum)
MSBA/MASA Model Policy 606 (Textbooks and Instructional Materials)
MSBA/MASA Model Policy 806 (Crisis Management Policy)
MSBA/MASA Model Policy 904 (Distribution of Materials on School District Property by Nonschool Persons)

Replacing: Policy 3187

Adopted: _____ *MSBA/MASA Model Policy 524*
Orig. 1996
Revised: _____ *Rev. 2022*

524 INTERNET ACCEPTABLE USE AND SAFETY POLICY

[Note: School districts are required by statute to have a policy addressing these issues.]

I. PURPOSE

The purpose of this policy is to set forth policies and guidelines for access to the school district computer system and acceptable and safe use of the Internet, including electronic communications.

II. GENERAL STATEMENT OF POLICY

In making decisions regarding student and employee access to the school district computer system and the Internet, including electronic communications, the school district considers its own stated educational mission, goals, and objectives. Electronic information research skills are now fundamental to preparation of citizens and future employees. Access to the school district computer system and to the Internet enables students and employees to explore thousands of libraries, databases, bulletin boards, and other resources while exchanging messages with people around the world. The school district expects that faculty will blend thoughtful use of the school district computer system and the Internet throughout the curriculum and will provide guidance and instruction to students in their use.

III. LIMITED EDUCATIONAL PURPOSE

The school district is providing students and employees with access to the school district computer system, which includes Internet access. The purpose of the system is more specific than providing students and employees with general access to the Internet. The school district system has a limited educational purpose, which includes use of the system for classroom activities, educational research, and professional or career development activities. Users are expected to use Internet access through the district system to further educational and personal goals consistent with the mission of the school district and school policies. Uses which might be acceptable on a user's private personal account on another system may not be acceptable on this limited-purpose network.

IV. USE OF SYSTEM IS A PRIVILEGE

The use of the school district system and access to use of the Internet is a privilege, not a right. Depending on the nature and degree of the violation and the number of previous violations, unacceptable use of the school district system or the Internet may result in one or more of the following consequences: suspension or cancellation of use or access privileges; payments for damages and repairs; discipline under other appropriate school district policies, including suspension, expulsion, exclusion, or termination of employment; or civil or criminal liability under other applicable laws.

V. UNACCEPTABLE USES

A. While not an exhaustive list, the following uses of the school district system and Internet resources or accounts are considered unacceptable:

1. Users will not use the school district system to access, review, upload, download, store, print, post, receive, transmit, or distribute:

   a. pornographic, obscene, or sexually explicit material or other visual depictions that are harmful to minors;

   b. obscene, abusive, profane, lewd, vulgar, rude, inflammatory, threatening, disrespectful, or sexually explicit language;

   c. materials that use language or images that are inappropriate in the education setting or disruptive to the educational process;

   d. information or materials that could cause damage or danger of disruption to the educational process;

   e. materials that use language or images that advocate violence or discrimination toward other people (hate literature) or that may constitute harassment or discrimination.

2. Users will not use the school district system to knowingly or recklessly post, transmit, or distribute false or defamatory information about a person or organization, or to harass another person, or to engage in personal attacks, including prejudicial or discriminatory attacks.

3. Users will not use the school district system to engage in any illegal act or violate any local, state, or federal statute or law.

4. Users will not use the school district system to vandalize, damage, or disable the property of another person or organization, will not make deliberate attempts to degrade or disrupt equipment, software, or system performance by spreading computer viruses or by any other means, will not tamper with, modify, or change the school district system software, hardware, or wiring or take any action to violate the school district's security system, and will not use the school district system in such a way as to disrupt the use of the system by other users.

5. Users will not use the school district system to gain unauthorized access to information resources or to access another person's materials, information, or files without the implied or direct permission of that person.

6. Users will not use the school district system to post private information about another person, personal contact information about themselves or other persons, or other personally identifiable information, including, but not limited to, addresses, telephone numbers, school addresses, work addresses, identification numbers, account numbers, access codes or passwords, labeled photographs, or other information that would make the individual's identity easily traceable, and will not repost a message that was sent to the user privately without permission of the person who sent the message.

   [Note: School districts should consider the impact of this paragraph on present practices and procedures, including, but not limited to, practices pertaining to employee communications, school or classroom websites, and student/employee use of social networking websites. Depending upon school district policies and practices, school districts may wish to add one or more of the following clarifying paragraphs.]

   a. This paragraph does not prohibit the posting of employee contact information on school district webpages or communications between

employees and other individuals when such communications are made for education-related purposes (i.e., communications with parents or other staff members related to students).

b. Employees creating or posting school-related webpages may include personal contact information about themselves on a webpage. However, employees may not post personal contact information or other personally identifiable information about students unless:

(1) such information is classified by the school district as directory information and verification is made that the school district has not received notice from a parent/guardian or eligible student that such information is not to be designated as directory information in accordance with Policy 515; or

(2) such information is not classified by the school district as directory information but written consent for release of the information to be posted has been obtained from a parent/guardian or eligible student in accordance with Policy 515.

In addition, prior to posting any personal contact or personally identifiable information on a school-related webpage, employees shall obtain written approval of the content of the postings from the building administrator.

c. These prohibitions specifically prohibit a user from utilizing the school district system to post personal information about a user or another individual on social networks, including, but not limited to, social networks such as "Facebook," "Twitter," "Instagram," "Snapchat," "TikTok," "Reddit," and similar websites or applications.

7. Users must keep all account information and passwords on file with the designated school district official. Users will not attempt to gain unauthorized access to the school district system or any other system through the school district system, attempt to log in through another person's account, or use computer accounts, access codes, or network identification other than those assigned to the user. Messages and records on the school district system may not be encrypted without the permission of appropriate school authorities.

8. Users will not use the school district system to violate copyright laws or usage licensing agreements, or otherwise to use another person's property without the person's prior approval or proper citation, including the downloading or exchanging of pirated software or copying software to or from any school computer, and will not plagiarize works they find on the Internet.

9. Users will not use the school district system for conducting business, for unauthorized commercial purposes, or for financial gain unrelated to the mission of the school district. Users will not use the school district system to offer or provide goods or services or for product advertisement. Users will not use the school district system to purchase goods or services for personal use without authorization from the appropriate school district official.

10. Users will not use the school district system to engage in bullying or cyberbullying in violation of the school district's Bullying Prohibition Policy. This prohibition includes using any technology or other electronic communication off school premises to the extent that student learning or the school environment is substantially and materially disrupted.

B. The school district has a special interest in regulating off-campus speech that materially disrupts classwork or involves substantial disorder or invasion of the rights of others. A student or employee engaging in the foregoing unacceptable uses of the Internet when off school district premises also may be in violation of this policy as well as other school district policies. Examples of such violations may include, but are not limited to, serious or severe bullying or harassment targeting particular individuals, threats aimed at teachers or other students, failure to follow rules concerning lessons, the writing of papers, the use of computers, or participation in other online school activities, and breaches of school security devices. If the school district receives a report of an unacceptable use originating from a non-school computer or resource, the school district may investigate such reports to the best of its ability. Students or employees may be subject to disciplinary action for such conduct, including, but not limited to, suspension or cancellation of the use or access to the school district computer system and the Internet and discipline under other appropriate school district policies, including suspension, expulsion, exclusion, or termination of employment.

C. If a user inadvertently accesses unacceptable materials or an unacceptable Internet site, the user shall immediately disclose the inadvertent access to an appropriate school district official. In the case of a school district employee, the immediate disclosure shall be to the employee's immediate supervisor and/or the building administrator. This disclosure may serve as a defense against an allegation that the user has intentionally violated this policy. In certain rare instances, a user also may access otherwise unacceptable materials if necessary to complete an assignment and if done with the prior approval of and with appropriate guidance from the appropriate teacher or, in the case of a school district employee, the building administrator.

VI. FILTER

[Note: Pursuant to state law, school districts are required to restrict access to inappropriate materials on school computers with Internet access. School districts seeking technology revenue pursuant to Minnesota Statutes section 125B.26 or certain federal funding, such as e-rate discounts, for purposes of Internet access and connection services and/or receive funds to purchase Internet accessible computers are subject to the federal Children's Internet Protection Act, effective in 2001. Those districts are required to comply with additional standards in restricting possible access to inappropriate materials. Therefore, school districts should select one of the following alternative sections depending upon whether the school district is seeking such funding and the type of funding sought.]

ALTERNATIVE NO. 1

[Note: For a school district that does not seek either state or federal funding in connection with its computer system, the following language should be adopted. It reflects a mandatory requirement under Minnesota Statutes section 125B.15.]

All computers equipped with Internet access and available for student use at each school site will be equipped to restrict, by use of available software filtering technology or other effective methods, all student access to materials that are reasonably believed to be obscene, child pornography or harmful to minors under state or federal law. Software filtering technology shall be narrowly tailored and shall not discriminate based on viewpoint.

[Note: The purchase of filtering technology is not required by state law if the school site would incur more than incidental expense in making the purchase. In the absence of filtering technology, school sites still are required to use "other effective methods" to restrict student access to such materials.]

ALTERNATIVE NO. 2

[Note: Technology revenue is available to school districts that meet the additional condition of also restricting adult access to inappropriate materials. School districts that seek such state technology revenue may adopt or retain the following language. However, the school district is not required to do so.]

A. All school district computers with Internet access and available for student use will be equipped to restrict, by use of available software filtering technology or other effective methods, all student access to materials that are reasonably believed to be obscene, child pornography or harmful to minors under state or federal law.

B. All school district computers with Internet access, not just those accessible and available to students, will be equipped to restrict, by use of available software filtering technology or other effective methods, adult access to materials that are reasonably believed to be obscene or child pornography under state or federal law.

C. Software filtering technology shall be narrowly tailored and shall not discriminate based on viewpoint.

ALTERNATIVE NO. 3

[Note: School districts that receive certain federal funding, such as e-rate discounts, for purposes of Internet access and connection services and/or receive funds to purchase Internet accessible computers are subject to the federal Children's Internet Protection Act, effective in 2001. This law requires school districts to adopt an Internet safety policy that contains the provisions set forth below. Also, the Act requires such school districts to provide reasonable notice and hold at least one public hearing or meeting to address the proposed Internet safety policy prior to its implementation. School districts that do not seek such federal financial assistance need not adopt the alternative language set forth below nor meet the requirements with respect to a public meeting to review the policy. The following alternative language for school districts that seek such federal financial assistance satisfies both state and federal law requirements.]

A. With respect to any of its computers with Internet access, the school district will monitor the online activities of both minors and adults and employ technology protection measures during any use of such computers by minors and adults. The technology protection measures utilized will block or filter Internet access to any visual depictions that are:

1. Obscene;

2. Child pornography; or

3. Harmful to minors.

B. The term "harmful to minors" means any picture, image, graphic image file, or other visual depiction that:

1. Taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; or

2. Depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the

genitals; and

3. Taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.

C. Software filtering technology shall be narrowly tailored and shall not discriminate based on viewpoint.

D. An administrator, supervisor, or other person authorized by the Superintendent may disable the technology protection measure, during use by an adult, to enable access for bona fide research or other lawful purposes.

E. The school district will educate students about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyberbullying awareness and response.

[Note: Although school districts are not required to adopt the more restrictive provisions contained in either Alternative No. 2 or No. 3 if they do not seek state or federal funding, they may choose to adopt the more restrictive provisions as a matter of school policy.]

VII. CONSISTENCY WITH OTHER SCHOOL POLICIES

Use of the school district computer system and use of the Internet shall be consistent with school district policies and the mission of the school district.

VIII. LIMITED EXPECTATION OF PRIVACY

A. By authorizing use of the school district system, the school district does not relinquish control over materials on the system or contained in files on the system. Users should expect only limited privacy in the contents of personal files on the school district system.

B. Routine maintenance and monitoring of the school district system may lead to a discovery that a user has violated this policy, another school district policy, or the law.

C. An individual investigation or search will be conducted if school authorities have a reasonable suspicion that the search will uncover a violation of law or school district policy.

D. Parents may have the right at any time to investigate or review the contents of their child's files and e-mail files in accordance with the school district's Protection and Privacy of Pupil Records Policy. Parents have the right to request the termination of their child's individual account at any time.

E. School district employees should be aware that the school district retains the right at any time to investigate or review the contents of their files and e-mail files. In addition, school district employees should be aware that data and other materials in files maintained on the school district system may be subject to review, disclosure, or discovery under Minnesota Statutes chapter 13 (Minnesota Government Data Practices Act).

F. The school district will cooperate fully with local, state and federal authorities in any investigation concerning or related to any illegal activities or activities not in compliance with school district policies conducted through the school district system.

IX. INTERNET USE AGREEMENT

A. The proper use of the Internet, and the educational value to be gained from proper Internet use, is the joint responsibility of students, parents, and employees of the school district.

B. This policy requires the permission of and supervision by the school's designated professional staff before a student may use a school account or resource to access the Internet.

C. The Internet Use Agreement form for students must be read and signed by the user, the parent or guardian, and the supervising teacher. The Internet Use Agreement form for employees must be signed by the employee. The form must then be filed at the school office. As supervising teachers change, the agreement signed by the new teacher shall be attached to the original agreement.

X. LIMITATION ON SCHOOL DISTRICT LIABILITY

Use of the school district system is at the user's own risk. The system is provided on an "as is, as available" basis. The school district will not be responsible for any damage users may suffer, including, but not limited to, loss, damage, or unavailability of data stored on school district diskettes, tapes, hard drives, or servers, or for delays or changes in or interruptions of service or misdeliveries or nondeliveries of information or materials, regardless of the cause. The school district is not responsible for the accuracy or quality of any advice or information obtained through or stored on the school district system. The school district will not be responsible for financial obligations arising through unauthorized use of the school district system or the Internet.

XI. USER NOTIFICATION

A. All users shall be notified of the school district policies relating to Internet use.

B. This notification shall include the following:

1. Notification that Internet use is subject to compliance with school district policies.

2. Disclaimers limiting the school district's liability relative to:

   a. Information stored on school district diskettes, hard drives, or servers.

   b. Information retrieved through school district computers, networks, or online resources.

   c. Personal property used to access school district computers, networks, or online resources.

   d. Unauthorized financial obligations resulting from use of school district resources/accounts to access the Internet.

3. A description of the privacy rights and limitations of school sponsored/managed Internet accounts.

4. Notification that, even though the school district may use technical means to limit student Internet access, these limits do not provide a foolproof means for

enforcing the provisions of this acceptable use policy.

5. Notification that goods and services can be purchased over the Internet that could potentially result in unwanted financial obligations and that any financial obligation incurred by a student through the Internet is the sole responsibility of the student and/or the student's parents.

6. Notification that the collection, creation, reception, maintenance, and dissemination of data via the Internet, including electronic communications, is governed by Public and Private Personnel Data Policy, and Protection and Privacy of Pupil Records Policy.

7. Notification that, should the user violate the school district's acceptable use policy, the user's access privileges may be revoked, school disciplinary action may be taken and/or appropriate legal action may be taken.

8. Notification that all provisions of the acceptable use policy are subordinate to local, state, and federal laws.

XII. PARENTS' RESPONSIBILITY; NOTIFICATION OF STUDENT INTERNET USE

A. Outside of school, parents bear responsibility for the same guidance of Internet use as they exercise with information sources such as television, telephones, radio, movies, and other possibly offensive media. Parents are responsible for monitoring their student's use of the school district system and of the Internet if the student is accessing the school district system from home or a remote location.

B. Parents will be notified that their students will be using school district resources/accounts to access the Internet and that the school district will provide parents the option to request alternative activities not requiring Internet access. This notification should include:

1. A copy of the user notification form provided to the student user.

2. A description of parent/guardian responsibilities.

3. A notification that the parents have the option to request alternative educational activities not requiring Internet access and the material to exercise this option.

4. A statement that the Internet Use Agreement must be signed by the user, the parent or guardian, and the supervising teacher prior to use by the student.

5. A statement that the school district's acceptable use policy is available for parental review.

XIII. NOTIFICATION REGARDING TECHNOLOGY PROVIDERS

A. "Technology provider" means a person who:

1. contracts with the school district, as part of a one-to-one program or otherwise, to provide a school-issued device for student use; and

2. creates, receives, or maintains educational data pursuant or incidental to a contract with the school district.

B. "Parent" means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent in the absence of a parent or a guardian.

C. Within 30 days of the start of each school year, the school district must give parents and students direct and timely notice, by United States mail, e-mail, or other direct form of communication, of any curriculum, testing, or assessment technology provider contract affecting a student's educational data. The notice must:

1. identify each curriculum, testing, or assessment technology provider with access to educational data;

2. identify the educational data affected by the curriculum, testing, or assessment technology provider contract; and

3. include information about the contract inspection and provide contact information for a school department to which a parent or student may direct questions or concerns regarding any program or activity that allows a curriculum, testing, or assessment technology provider to access a student's educational data.

D. The school district must provide parents and students an opportunity to inspect a complete copy of any contract with a technology provider.

E. A contract between a technology provider and the school district must include requirements to ensure appropriate security safeguards for educational data. The contract must require that:

1. the technology provider's employees or contractors have access to educational data only if authorized; and

2. the technology provider's employees or contractors may be authorized to access educational data only if access is necessary to fulfill the official duties of the employee or contractor.

F. All educational data created, received, maintained, or disseminated by a technology provider pursuant or incidental to a contract with a public educational agency or institution are not the technology provider's property.

XIV. SCHOOL-ISSUED DEVICES

A. "School-issued device" means hardware or software that the school district, acting independently or with a technology provider, provides to an individual student for that student's dedicated personal use. A school-issued device includes a device issued through a one-to-one program.

B. Except as provided in paragraph C, the school district or a technology provider must not electronically access or monitor:

1. any location-tracking feature of a school-issued device;

2. any audio or visual receiving, transmitting, or recording feature of a school-issued device; or

3. student interactions with a school-issued device, including but not limited to keystrokes and web-browsing activity.

C. The school district or a technology provider may only engage in activities prohibited by paragraph B if:

1. the activity is limited to a noncommercial educational purpose for instruction, technical support, or exam-proctoring by school district employees, student teachers, staff contracted by the school district, a vendor, or the Minnesota Department of Education, and notice is provided in advance;

2. the activity is permitted under a judicial warrant;

3. the school district is notified or becomes aware that the device is missing or stolen;

4. the activity is necessary to respond to an imminent threat to life or safety and the access is limited to that purpose;

5. the activity is necessary to comply with federal or state law, including but not limited to Minnesota Statutes section 121A.031; or

6. the activity is necessary to participate in federal or state funding programs, including but not limited to the E-Rate program.

D. If the school district or a technology provider interacts with a school-issued device as provided in paragraph C, clause 4, it must, within 72 hours of the access, notify the student to whom the school-issued device was issued or that student's parent and provide a written description of the interaction, including which features of the device were accessed and a description of the threat. This notice is not required at any time when the notice itself would pose an imminent threat to life or safety, but must instead be given within 72 hours after that imminent threat has ceased.

XV. LIMIT ON SCREEN TIME FOR CHILDREN IN PRESCHOOL AND KINDERGARTEN

A child in a publicly funded preschool or kindergarten program may not use an individual-use screen, such as a tablet, smartphone, or other digital media, without engagement from a teacher or other students. This section does not apply to a child for whom the school has an individualized family service plan, an individualized education program, or a 504 plan in effect.

XVI. IMPLEMENTATION; POLICY REVIEW

A. The school district administration may develop appropriate user notification forms, guidelines, and procedures necessary to implement this policy for submission to the school board for approval. Upon approval by the school board, such guidelines, forms, and procedures shall be an addendum to this policy.

B. The administration shall revise the user notifications, including student and parent notifications, if necessary, to reflect the adoption of these guidelines and procedures.

C. The school district Internet policies and procedures are available for review by all parents, guardians, staff, and members of the community.

D. Because of the rapid changes in the development of the Internet, the school board shall conduct an annual review of this policy.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act
Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. § 124D.166 (Limit on Screen Time for Children in Preschool and Kindergarten)
Minn. Stat. § 125B.15 (Internet Access for Students)
Minn. Stat. § 125B.26 (Telecommunications/Internet Access Equity Act)
15 U.S.C. § 6501 *et seq.* (Children's Online Privacy Protection Act)
17 U.S.C. § 101 *et seq.* (Copyrights)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
47 U.S.C. § 254 (Children's Internet Protection Act of 2000 (CIPA))
47 C.F.R. § 54.520 (FCC rules implementing CIPA)
Mahanoy Area Sch. Dist. v. B.L., 594 U.S. ___ , 141 S. Ct. 2038 (2021)
Tinker v. Des Moines Indep. Cmty. Sch. Dist., 393 U.S. 503 (1969)
United States v. Amer. Library Assoc., 539 U.S. 1942003)
Sagehorn v. Indep. Sch. Dist. No. 728, 122 F.Supp.2d 842 (D. Minn. 2015)
R.S. v. Minnewaska Area Sch. Dist. No. 2149, 894 F.Supp.2d 1128 (D. Minn. 2012)
Tatro v. Univ. of Minnesota, 800 N.W.2d 811 (Minn. App. 2011), aff'd on other grounds 816 N.W.2d 509 (Minn. 2012)
S.J.W. v. Lee's Summit R-7 Sch. Dist., 696 F.3d 771 (8th Cir. 2012)
Parents, Families and Friends of Lesbians and Gays, Inc. v. Camdenton R-III Sch. Dist., 853 F.Supp.2d 888 (W.D. Mo. 2012)
M.T. v. Cent. York Sch. Dist., 937 A.2d 538 (Pa. Commw. Ct. 2007)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 519 (Interviews of Students by Outside Agencies)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
MSBA/MASA Model Policy 522 (Title IX Sex Nondiscrimination Grievance Procedures and Process)
MSBA/MASA Model Policy 603 (Curriculum Development)
MSBA/MASA Model Policy 604 (Instructional Curriculum)
MSBA/MASA Model Policy 606 (Textbooks and Instructional Materials)
MSBA/MASA Model Policy 806 (Crisis Management Policy)
MSBA/MASA Model Policy 904 (Distribution of Materials on School District Property by Nonschool Persons)

3187 USE POLICY FOR INTERNET ACCESS

A. Purpose

The purpose of this policy is to set forth policies and guidelines for access to the Duluth Public Schools' computer system and responsible and safe use of the Internet, including electronic communications.

B. General Statement of Policy

In making decisions regarding student and employee access to the Duluth Public Schools' computer system and the Internet, including electronic communications, the school district considers its own stated educational mission, goals, and objectives. Electronic information research skills are now fundamental to preparation of citizens and future employees. Access to the school district computer system and to the Internet enables students and employees to explore thousands of libraries, databases, blogs, and other resources while exchanging messages with people around the world. The school district expects that faculty will promote responsible use of the school district computer system and the Internet throughout the curriculum and will provide guidance and instruction to students in their use.

C. Limited Forum for District's Educational Use

The Duluth Public Schools is providing students and employees with access to the school district computer system, which includes Internet access. The purpose of the system is more specific than providing students and employees with general access to the Internet. The school district system has a limited educational purpose, which includes use of the system for classroom activities, educational research, and professional or career development activities. Users are expected to use Internet access through the district system to further educational and personal goals consistent with the mission of the school district and school policies. Uses which might be acceptable on a user's private personal account on another system may not be acceptable on this limited-purpose network.

D. Use of System is a Privilege

The use of the Duluth Public Schools' system and access to use of the Internet is a privilege, not a right. Depending on the nature and degree of the violation and the number of previous violations, unacceptable use of the school district system or the Internet may result in one or more of the following consequences: suspension or cancellation of use or access privileges; payments for damages and repairs; discipline under other appropriate school district policies, including suspension, expulsion, exclusion or termination of employment; or civil or criminal liability under other applicable laws.

Guidelines for Internet Access use are contained in Regulation 3187R.

Internet Safety

A. Introduction

It is the policy of the Duluth Public Schools to:

(1) prevent user access over its computer network to, or transmission of, inappropriate material via Internet, electronic mail, or other forms of direct electronic communications;

(2) prevent unauthorized access and other unlawful online activity;
(3) prevent unauthorized online disclosure, use, or dissemination of personal identification information of minors;
(4) educate minors about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyberbullying awareness and response; and
(5) comply with the Children's Internet Protection Act [Pub. L. No. 106-554 and 47 USC 254(h)] and Protecting the children in the 21st Century Act.

B. Definitions

Key terms are as defined in the Children's Internet Protection Act.

C. Access to Inappropriate Material

To the extent practical, technology protection measures (or "Internet filters") shall be used to block or filter Internet. Specifically, as required by the Children's Internet Protection Act, blocking shall be applied to visual depictions that are deemed obscene, child pornography, or harmful to minors.
Specifically, as required by the Children's Internet Protection Act, blocking shall be applied to visual depictions of material deemed obscene or child pornography, or to any material deemed harmful to minors.
Subject to staff supervision, technology protection measures may be disabled or, in the case of minors, minimized only for bona fide research or other lawful purposes.

D. Inappropriate Network Usage

To the extent practical, steps shall be taken to promote the safety and security of users of the Duluth Public Schools online computer network when using electronic mail, blogs, instant messaging, and other forms of direct electronic communications.
Specifically, as required by the Children's Internet Protection Act, prevention of inappropriate network usage includes:

(1) unauthorized access, including so-called 'hacking,' and other unlawful activities; and
(2) unauthorized disclosure, use, and dissemination of personal identification information regarding minors.

E. Supervision and Monitoring

It shall be the responsibility of all members of the Duluth Public Schools staff to supervise and monitor usage of the online computer network and access to the Internet in accordance with this policy and the Children's Internet protection Act.

Procedures for the disabling or otherwise modifying any technology protection measures shall be the responsibility of the Technology Department or designated representatives.

F. CIPA definitions of terms:

TECHNOLOGY PROTECTION MEASURE. The term "technology protection measure" means a specific technology that blocks or filters Internet access to visual depictions that are:

(1) OBSCENE, as that term is defined in section 1460 of title 18, United States Code;
(2) CHILD PORNOGRAPHY, as that term is defined in section 2256 of title 18, United

States Code; or

(3) HARMFUL TO MINORS. The term "harmful to minors" means any picture, image, graphic image file, or other visual depiction that:

(a). Taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion;

(b). Depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and

(c). Taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.

4. SEXUAL ACT; SEXUAL CONTACT. The terms "sexual act" and "sexual contact" have the meanings given such terms in section 2246 of title 18, United States Code.

REFERENCES: Children's Internet Protection Act
Protecting Children in the 21st Century Act

Legal References: 15 U.S.C. § 6501 *et seq.* (Children's Online Privacy Protection Act)
17 U.S.C. § 101 *et seq.* (Copyrights)
20 U.S.C. § 6751 *et seq.* (Enhancing Education through Technology Act of 2001)
47 U.S.C. § 254 (Children's Internet Protection Act of 2000 (CIPA))
47 C.F.R. § 54.520 (FCC rules implementing CIPA)
Minn. Stat. § 125B.15 (Internet Access for Students)
Minn. Stat. § 125B.26 (Telecommunications/Internet Access Equity Act)
Tinker v. Des Moines Indep. Cmty. Sch. Dist., 393 U.S. 503, 89 S.Ct. 733,21 L.Ed.2d 731 (1969)
United States v. American Library Association, 539 U.S. 194, 123 S.Ct.2297, 56 L.Ed.2d 221 (2003)
Layshock v. Hermitage Sch. Dist., 412 F.Supp. 2d 502 (2006)
J.S. v. Bethlehem Area Sch. Dist., 807 A.2d 847 (Pa. 2002)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 519 (Interviews of Students by Outside Agencies)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
MSBA/MASA Model Policy 522 (Student Sex Nondiscrimination)
MSBA/MASA Model Policy 603 (Curriculum Development)
MSBA/MASA Model Policy 604 (Instructional Curriculum)
MSBA/MASA Model Policy 606 (Textbooks and Instructional Materials)
MSBA/MASA Model Policy 806 (Crisis Management Policy)
MSBA/MASA Model Policy 904 (Distribution of Materials on School District Property by Nonschool Persons)

Adopted: 12-16-1997 ISD 709
Revised: 07-17-2001
06-12-2007
05-13-2008
04-02-2012
06-19-2012 ISD 709

404 EMPLOYMENT BACKGROUND CHECKS

I. PURPOSE

The purpose of this policy is to maintain a safe and healthful environment in the school district in order to promote the physical, social, and psychological well-being of its students. To that end, the school district will seek a criminal history background check for applicants who receive an offer of employment with the school district and on all individuals, except enrolled student volunteers, who are offered the opportunity to provide athletic coaching services or other extracurricular academic coaching services to the school district, regardless of whether any compensation is paid, or such other background checks as provided by this policy. The school district may also elect to do background checks of other volunteers, independent contractors, and student employees in the school district.

II. GENERAL STATEMENT OF POLICY

A. The school district shall require that applicants for school district positions who receive an offer of employment and all individuals, except enrolled student volunteers, who are offered the opportunity to provide athletic coaching services or other extracurricular academic coaching services to the school district, regardless of whether any compensation is paid, submit to a criminal history background check. The offer of employment or the opportunity to provide services shall be conditioned upon a determination by the school district that an individual's criminal history does not preclude the individual from employment with, or provision of services to, the school district.

B. The school district specifically reserves any and all rights it may have to conduct background checks regarding current employees, applicants, or service providers without the consent of such individuals.

C. Adherence to this policy by the school district shall in no way limit the school district's right to require additional information, or to use procedures currently in place or other procedures to gain additional background information concerning employees, applicants, volunteers, service providers, independent contractors, and student employees.

III. PROCEDURES

A. Normally an individual will not commence employment or provide services until the school district receives the results of the criminal history background check. The school district may conditionally hire an applicant or allow an individual to provide services pending completion of the background check, but shall notify the individual that the individual's employment or opportunity to provide services may be terminated based on the result of the background check. Background checks will be performed by the Minnesota Bureau of Criminal Apprehension (BCA). The BCA shall conduct the background check by retrieving criminal history data as defined in Minn. Stat. § 13.87. The school district reserves the right to also have criminal history background checks conducted by other organizations or agencies including conducting a search history from the Minnesota Public Criminal History web site, the

National Sex Offender Registry and the Minnesota Meth Offender Registry. These searches will be conducted prior to an employee's start date. Other states public record web sites will be used when appropriate.

B. In order for an individual to be eligible for employment or to provide athletic coaching services or other extracurricular academic coaching services to the school district, except for an enrolled student volunteer, the individual must sign a criminal history consent form, which provides permission for the school district to conduct a criminal history background check, and provide a money order or check payable to either the BCA or to the school district, at the election of the school district, in an amount equal to the actual cost to the BCA and the school district of conducting the criminal history background check. The cost of the criminal history background check is the responsibility of the individual, unless the school district decides to pay the costs for a volunteer, an independent contractor, or a student employee. If the individual fails to provide the school district with a signed Informed Consent Form and fee at the time the individual receives a job offer, or permission to provide services, the individual will be considered to have voluntarily withdrawn the application for employment or request to provide services.

C. The school district, in its discretion, may elect not to request a criminal history background check on an individual who holds an initial entrance license issued by the state board of teaching or the commissioner of education within the 12 months preceding an offer of employment or permission to provide services.

D. The school district may use the results of a criminal background check conducted at the request of another school hiring authority if:

1. the results of the criminal background check are on file with the other school hiring authority or otherwise accessible;

2. the other school hiring authority conducted a criminal background check within the previous 12 months;

3. the individual executes a written consent form giving the school district access to the results of the check; and

4. there is no reason to believe that the individual has committed an act subsequent to the check that would disqualify the individual for employment or provision of services.

E. For all nonstate residents who are offered employment with or the opportunity to provide athletic coaching services or other extracurricular academic coaching services to the school district, the school district shall request a criminal history background check on such individuals from the superintendent of the BCA and from the government agency performing the same function in the resident state or, if no government entity performs the same function in the resident state, from the Federal Bureau of Investigation. The offer of employment or the opportunity to provide services shall be conditioned upon a determination by the school district that an individual's criminal history does not preclude the individual from employment with, or provision of services to, the school district. Such individuals must provide an executed criminal history consent form.

F. When required, individuals must provide fingerprints to assist in a criminal history background check. If the fingerprints provided by the individual are unusable, the individual will be required to submit another set of prints.

G. Copies of this policy shall be available in the school district's employment office and will be distributed to applicants for employment and individuals who are offered the opportunity to provide athletic coaching services or other extracurricular academic coaching services upon request. The need to submit to a criminal history background check may be included with the basic criteria for employment or provision of services in the position posting and position advertisements.

H. The individual will be informed of the results of the criminal background check(s) to the extent required by law.

I. If the criminal history background check precludes employment with, or provision of services to, the school district, the individual will be so advised.

J. The school district may apply these procedures to other volunteers, independent contractors, or student employees.

K. At the beginning of each school year or when a student enrolls, the school district will notify parents and guardians about this policy and identify those positions subject to a background check and the extent of the school district's discretion in requiring a background check. The school district may include this notice in its student handbook, a school policy guide, or other similar communication.

IV. CRIMINAL HISTORY CONSENT FORM

A form to obtain consent for a criminal history background check is included with this policy.

Legal References: Minn. Stat. § 13.04, Subd. 4 (Inaccurate or Incomplete Data)
Minn. Stat. § 13.87, Subd. 1 (Criminal History Data)
Minn. Stat. § 123B.03 (Background Check)
Minn. Stat. §§ 299C.60-299C.64 (Minnesota Child Protection Background Check Act)
Minn. Stat. § 364.09(b) (Exception for School Districts)

Cross References:

New:
Replacing: Policy 4042, and 4042R
First Reading: 02-26-19
Adopted: 5-21-19

~~3187~~ 524R INTERNET USE REGULATIONS

These regulations pertain to the use of District and personal technology resources while on school property, in school vehicles and at school-sponsored activities, as well as the use of District technology resources via off-campus access.

A. Appropriate Use of Technology Resources for Students

(1) Introduction

The Duluth Public Schools is pleased to offer students access to District computers, communications systems[1], the Internet and an array of technology resources to promote educational excellence. Each student is responsible for his/her use of technology, whether personal or District-provided. While using District and personal technology resources on school property, in school vehicles and at school-sponsored activities, as well as using District technology resources via off-campus access, each student must act in an appropriate manner consistent with school, District, and legal guidelines in this limited forum. It is the joint responsibility of school personnel and the parent or guardian of each student to educate the student about his/her responsibilities and to establish expectations when using technology.

(2) Using the Internet and Communications Systems[1]

District technology resources are provided to students to conduct research, complete assignments, and communicate with others in furtherance of their education.

(a) Access is a privilege not a right; as such, general rules of school behavior apply.
(b) Access to these services is given to students who agree to act in a considerate and responsible manner. Just as students are responsible for good behavior in a classroom or a school hallway, they must also be responsible when using school computer networks or personal technologies.
(c) Students must comply with District standards and honor this agreement to be permitted the use of technology.
(d) All digital storage that is provided by the District is District property, and as such, authorized district employees may review files and communications to maintain system integrity and ensure that students are using technology responsibly.
(e) Students should not expect District provided file storage will be private.
(f) The educational value of technology integration in curriculum is substantial. Access to the Internet will enable students to use extensive online informational resources.
(g) Families should be warned that some material accessible via the Internet might contain items that are illegal, defamatory, inaccurate, profane, sexually oriented or potentially offensive to some people. While the intent is to make Internet access available to further educational goals and objectives, students may find ways to access these other materials as well. The Duluth Public Schools does not condone or permit the use of this material and uses content filtering software to protect students to the extent reasonable.
(h) Parents and guardians must be aware that content filtering software is not completely fail-safe and while at school, direct supervision by school personnel of each student using a computer is desired but not always possible.
(i) Students are expected to use technology resources in a manner consistent with the rules below and will be held responsible for their intentional misuse.
(j) The Duluth Public Schools believes that the benefits of student access to the Internet in the form of information resources and opportunities for collaboration exceed any disadvantages.
(k) Ultimately, parents and/or guardians are responsible for setting and conveying

the standards that their children should follow when using technology. If a student accidentally accesses inappropriate material they should back out of that information at once and notify the supervising district employee.

(l) When on district property or at a district sponsored event personal technologies must use district provided internet.

(3) Proper and Acceptable Use of All Technology Resources

All District technology resources, including but not limited to District computers, communications systems[1] and the Internet, must be used in support of education and academic research and must be used in a manner consistent with the educational mission and objectives of the Duluth Public Schools.

Activities that are permitted and encouraged include:

(a) school work;
(b) original creation and presentation of academic work;
(c) research on topics being studied in school;
(d) research for opportunities outside of school related to community service, employment or further education consistent with District requirements

Activities that are not permitted when using District or personal technologies include but are not limited to:

(a) plagiarism or representing the work of others as one's own;
(b) any activity that violates a school rule or a local, state, federal, or copyright law;
(c) using obscene language; harassing, insulting, ostracizing, cyber bullying or intimidating others;
(d) representing Copyright ©, Registered ®, and/or Trademark ™ materials as one's own work;
(e) searching, viewing, communicating, publishing, downloading, storing, or retrieving materials that are not related to school work, community service, employment, or further education (thus, searching inappropriate materials is not permitted);
(f) damaging or modifying computers, networks or District-installed software;
(g) intentional or neglectful transmission of viruses or other destructive computer files; hacking into District or external technology systems; intentionally bypassing District filters;
(h) use of USB, bootable CDs, or other devices to alter the function of a computer or a network;
(i) subscription to any online services or ordering of any goods or services;
(j) online sharing of any student's or staff member's name, home address, phone number or other personal information;
(k) non-educational uses such as games, role-playing multi-user environments, gambling, junk mail, chain mail, jokes or raffles;
(l) non-district supported participation in online Web 2.0 tools including but not limited to texting and social media unless specifically assigned by a district employee;
(m) use of District resources for commercial purposes, personal financial gain, or fraud, including but not limited to any activity that requires an exchange of money and/or credit card numbers, any activity that requires entry into an area of service for which the school will be charged a fee, any purchase or sale of any kind; and any use for product advertisement or political lobbying;
(n) pornographic, obscene, or vulgar images, sounds, music, video, language or materials, including screen savers, backdrops, and/or pictures, are prohibited
(o) downloading, uploading, or importing games, screen animations as well as

programs or files that can be run or launched.

(p) Illegal use or transfer of copyrighted materials to a school-owned technology device is prohibited
(q) File sharing unless District approved.
(r) Adding, modifying or deleting files, except in the student's 'directory' or 'home directory,' are prohibited.
(s) Putting non-school related material (files) on school district technology devices is prohibited.
(t) Altering/modifying the original District pre-set software image is prohibited. Examples include, but are not limited to:

1. loading/installing any software applications
2. changing the desktop picture
3. changing the computer name
4. changing or removing operating system extensions
5. altering security software
6. altering the pre-loaded operating system or applications
7. taking apart the computer for access to internal parts

Students are expected to report harassment, threats, hate-speech and inappropriate content to a teacher or administrator. If a student has any questions about whether a specific activity is permitted, he or she should ask a districted employee.

(4) Online Assessments

Student assessments may be conducted using technologies such as the Internet or audience response systems. Normally, students will use these technologies as a part of their instructional day. Privacy and security, as defined above, along with confidentiality of assessment responses, are expected.

(5) Vandalism

Any intentional act by a student that damages District technology hardware, software, operating systems, data, or services will be considered vandalism and will be subject to school rules and disciplinary procedures. Any intentional act that requires a person's time to repair, replace, or perform corrective work on District technologies or data is also considered vandalism.

(6) Consequences of Misuse

(a) Misuse of personal² or District technology resources while on school property, in school vehicles and at school-sponsored activities, as well as the use of District technology resources via off-campus access may result in disciplinary action up to and including expulsion.
(b) This regulation shall be used in conjunction with Duluth Public Schools' student policies. In addition, the student's use of District technologies may be suspended or restricted.
(c) A school may temporarily hold (pending parental and/or same-day pick up) personal technology resources that are used inappropriately.
(d) Individual schools may choose to have additional rules and regulations pertaining to the use of personal, resources in their respective buildings.
(e) Intentional unauthorized access and/or damage to hardware, software, operating systems, data; or services may be punishable under local, state, or federal law.

(7) Student Access

Parents or guardians who do not wish their children to access the Internet must return the ***"Student Internet Permission Form"*** to their children's schools by the date indicated on the form. These forms will be distributed to all households with the Back-to-School information in August prior to the start of the school year.

(8) Student Photographs and Works Displayed on the Internet

Parents or guardians who do not wish their children's pictures or their children's student work to be displayed on the Internet must return the "Request To Deny Public Access To Directory Information and Annual Notification Of Rights Under the Family Education Rights And Privacy Act (FERPA)" form to their children's schools by the date indicated on the form. These forms will be distributed to all households with the Back-to-School information in August prior to the start of the school year.

B. Appropriate Use of Technology Resources for Staff

Employees of Duluth Public Schools are granted the privilege of using technology only in an authorized and acceptable manner. Generally, a use is unacceptable if it conflicts with Duluth Public Schools or the individual department's purpose, goal, or mission, or interferes with an employee's authorized job duties or responsibilities as determined by his/her immediate supervisor. For purposes of this policy, the term "staff" includes permanent and temporary personnel, substitutes, contract personnel, hourly non-contract personnel, student teachers, volunteers, and outside agency personnel allowed use of District technology access.

Administration reserves the right to archive, monitor, review, and audit an employee's use of technology at any time. By using technology, the user consents to this monitoring.

(1) Proper and Acceptable Use of All Technology Resources

Examples of acceptable uses include, but are not limited to, the following types of communication:

(a) for educational purposes;
(b) with students, staff, parents, and other customers of the District;
(c) with federal, state, and local government personnel or agencies, and private businesses with which the School District conducts business;
(d) for professional development;
(e) for administrative purposes;
(f) limited and judicious use of technology for personal use so long as the use is not unacceptable use or violation of School Board policy or the law, and work productivity is not impacted. Employees are to use technology for personal use during designated break time or before/after scheduled work hours;
(g) limited and judicious use of technology for union business. Prior authorization is required from the Department of Human Resources or Superintendent.

Activities that are not permitted when using District or personal technologies include but are not limited to:

(a) excessive personal use of technology. Personal use will be deemed excessive if, in

the opinion of an employee's immediate supervisor, the use detracts from the individual employee's or the department's productivity;

(b) communicating to promote personal business ventures (e.g., advertise, promote, or attempt to sell any product, investment, insurance, or other financial proposition) or solicit funds for personal business, political, religious, or other personal causes;

(c) communicating for illegal purposes including, but not limited to: political lobbying, violating copyright laws, downloading, copying, or using unauthorized software (including screensavers), creating or knowingly spreading viruses, impersonating another user, or accessing restricted systems;

(d) interfering with or disrupting network users, services, or equipment including, but not limited to: creating or forwarding chain letters, subscribing to any form of personal mailing list; damaging equipment, accessing a system (including using another user id and/or password) without authorization, altering software settings such operating system configurations (except for wallpaper, default colors, and other standard desktop customization settings), or destroying communications systems or electronic files;

(e) accessing or distributing any communication which may constitute or contain intimidating, hostile, pornographic, offensive or discriminatory material on the basis or sex, race, color, religion, nation origin, sexual orientation or disability;

(2) Social Media Networks

The District recognizes the importance of online social media networks as a communication and e-learning tool. Toward that end, the District provides access to password-protected social media tools and District-approved technologies for e-learning and encourages use of District tools for collaboration by employees. However, public social media networks, outside of those sponsored by the District, may not be used for classroom instruction or school-sponsored activities without the prior authorization of the Superintendent, or designee, and parental consent for student participation on social networks. The District may use these tools and other communication technologies in fulfilling its responsibility for effectively communicating with the general public.

The District recommends Google Apps as its password protected social medial tool for educational use. The District has greater authority and responsibility to protect minors from inappropriate content and can limit public access within this limited public forum.

All social networking must be conducted using district-approved and/or provided and password-protected social media tools and technologies for e-learning. The District prohibits social networking relationships on non-district approved networks between employees in their roles as employees and students as well as between employees and alumni under the age of 18. The District does not discourage staff from having social networking relationships with students who are family members. "Family members" include the immediate family of a staff member, spouse, or registered domestic partner and shall include father, mother, brother, sister, husband, wife, child, grandparent, aunt, uncle, niece, nephew, brother-in-law, sister-in-law, daughter-in-law, sister-in-law, and grandchild. Teachers are reminded of their responsibility to abide by the professional code of ethics at all times, including during the use of social networking sites. Employees have responsibility for maintaining appropriate employee-student relationships at all times and have responsibility for addressing inappropriate behavior or activity.

(3) Consequences of Misuse

(a) Misuse of personal or District technology resources while on school property, in school vehicles and at school-sponsored activities, as well as the use of District technology

resources via off-campus remote access may result in disciplinary action up to and including termination.

(b) Intentional unauthorized access and/or damage to networks, servers, user accounts, passwords, or other District resources may be punishable under local, state, or federal law.

C. Privacy and Security

Students and staff must use District technologies responsibly and in a secure manner. They must not share their logins, passwords, or access with others. By using technology, staff is agreeing to, and understands, it is their responsibility to protect employee and/or student information accessed through the Financial/Human Resources information system and/or student information system, and will not release the data to any unauthorized employees or outside agencies.

D. Reliability and Limitation of Liability

(a) The Duluth Public Schools makes no warranties of any kind, expressed or implied, for the technology resources it provides to students and staff.

(b) The Duluth Public Schools will not be responsible for any damages suffered by the student, including those arising from non-deliveries, mis-deliveries, service interruptions, unauthorized use, loss of data, and exposure to potentially harmful or inappropriate material or people. This applies to personal use of technology by students and staff.

(c) Use of any information obtained via the Internet or communications technologies is at the student's or staff's own risk.

(d) The Duluth Public Schools specifically denies any responsibility for the accuracy or quality of information obtained through the Internet.

(e) The student and his/her parent/guardian will indemnify and hold the Duluth Public Schools harmless from any losses sustained as the result of misuse of the District's technology resources by the student.

[1](Communication systems include e-mail, web social media, phones, pagers, text messaging, instant messaging, blogging, podcasting, listservs, and/or other emerging technologies).

[2](Personal technologies include but are not limited to cell phones, digital and image devices, handheld electronic devices, two-way radios, and/or other emerging technologies).

References: MSBA/MASA Model Policy 524

Duluth School District Policy 5085 (School Discipline Policy)
Duluth School District Policy ~~3090~~ 3190 (Copyright Policy)
Duluth School District Policy 4025 (Standards of Conduct for Personnel)
~~Duluth School District Policy 3187 (Use Policy for Technology and Internet Access)~~
Boulder (Colorado) School District Acceptable Internet Use Policy
Henrico (Virginia) County Public Schools Acceptable Use Policy
E-rate Central
Children's Internet Protection Act
Protecting Children in the 21st Century Act

Adopted:	12-16-1997 ISD 709	
Revised:	07-21-1998	11-20-2007
	09-21-1999	05-04-2010
	02-15-2000	09-20-2011
	06-19-2001	04-02-2012
	02-19-2002	05-24-2012

04-20-2004 06-19-2012
06-12-2007 04-23-2013 ISD 709
Renumbered: 08-22-2022

HR / Business Services Committee
Duluth Public Schools, ISD 709
Agenda
Monday, August 8, 2022
United Health Group (UHG)
4316 Rice Lake Rd
Suite 108
Duluth, MN 55811
4:30 PM

1. **Guest Presentations for this Meeting - None**
2. **Department Reports**
   - A. **Human Resources**
     - 1) HR Monthly Department Summary Report 3
   - B. **Business Services**
     - 1) Finance Department Report - Verbal
     - 2) Enrollment Report - None (Reports will resume in October 2022)
     - 3) Child Nutrition Department Report 5
       - a. Child Nutrition Student Meal Price Increases 6
     - 4) Facilities Department Report 7
     - 5) Technology Department Report 8
     - 6) Transportation Department Report 9
3. **Recommended Resolutions**
   - A. HR-8-22-3905 - DDWIAA Union Contract - PLACEHOLDER 10
   - B. HR-8-22-3912 - Employment of a School Board Member by the District 11
   - C. B-8-22-3913 - Resolution Authorizing a Development Agreement with DEDA to preserve the opportunity for the future creation of a TIF Redevelopment District 13
   - D. B-8-22-3914 - Acceptance of Donations to Duluth Public Schools 14
4. **Consent Agenda**
   - A. HR Staffing Report 16
     - 1) Job Description for Executive Director of Finance and Business Services 18
     - 2) Job Description for Executive Director of Human Resources and Operations 22
     - 3) Approval of Individual Interim Contract for Executive Director of Finance and Business Services, Simone Zunich - PLACEHOLDER - Attachment pending
     - 4) Approval of Individual Interim Contract for Executive Director of Human Resources and Operations, Theresa Severance - PLACEHOLDER - Attachment pending
   - B. Finances
     - 1) Financial Report - July financials will be provided at a later date (after audited)

2) Approval of Interim Executive Director of Human Resources and Operations, Theresa Severance, to approve invoices for HR not to exceed $25,000, an increase from $5,000
3) Approval of Assistant Superintendent, Anthony Bonds, to approve TLE/Curriculum invoices and purchases not to exceed $50,000, an increase from $25,000
4) Approval of Interim Executive Director of Finance and Business Services, Simone Zunich, to approve and sign contracts not to exceed $100,000, an increase from $1,000
5) Fundraisers - None

C. Bids, RFPs, and Quotes - None

D. Contracts, Change Orders and Leases

1) Contract - Duluth Area Family YMCA Proposal for ISD 709 ESSER Funds 27

2) Lease - Northwoods Merritt Creek 2022-2025 31

3) City of Duluth School Resource Officer (SRO) - PLACEHOLDER

5. **Miscellaneous Informational Items (no action required)**

A. District Properties Update 40

B. Expenditure Contracts 45

C. No Cost Contracts 186

D. Revenue Contracts - None

E. Grant Applications 194

Human Resources Report Summary
August 2022 Activities

1) **Staffing Updates:**
Number of staffing changes Received by HR during the month of July. This is a summary of the consent agenda.

	Certified	**Non-Certified**
# New Hires	1	0
# Retirements	0	1
# Resignations	1	7
# Leave of Absences	3	1

2) **HR Department Updates:**

The Human Resources Team is working through the implementation for Teachers on Call and are hoping to have their services live by the start of the 2022-2023 school year. Email notices have been sent to District teacher and paraprofessional substitutes and will also send out letters via USPS regarding the transition and providing FAQs about the process they should follow. Teachers on Call will be doing training with principals and site clerical staff in late August.

The Human Resources Department started using an electronic background checking service, Trusted Employees, in late July. We have already experienced excellent service and a quick turn-around for processing. With this new service, we will no longer be charging volunteers to process their background checks.

The Human Resources team interviewed for the Benefits Coordinator position on August 4, 2022. We hope to extend an offer of employment to a candidate by August 10, 2022. Interviews for an additional Payroll and HRIS Specialist on August 10, 2022. We received a good pool of very qualified candidates for the position.

3) **Benefits Updates**:

Our Benefits Assistant, Kinsey Klasnich, continues to process benefit changes, COBRA paperwork and 22-23 leaves of absences among other duties while we work to hire the Benefits Coordinator. She is gearing up for new hire orientation and enrollments as the new school year approaches.

4) Hiring Updates:

Through 08/05/2022, we have posted 201 Certified positions for the 2022-23 school year. Of those postings, we have extended offers to 168.

Through 08/05/2022, we have posted 110 Paraprofessional positions for the 2022-23 school year. Of those postings, we have extended offers to 80.

Current Openings as of August 4, 2020:

Licensed:

Teachers, District Wide (2)

Teachers, Elementary (4)

Teachers, High School (8)

Teachers, Middle School (2)

Teachers, Special Education (2)

Non-Licensed:

Activities/Athletics (1)

Administration (2)

Administrative/Management (2)

Clerical (3)

Food Service (21)

Maintenance/Transportation (1)

Non Licensed - Substitute (4)

Paraprofessional-Interpreter (1)

Paraprofessionals (23)

Technology (1)

5) Contract Negotiations:

The DDWIAA bargaining unit approved their contract which will be brought for Board approval this month.

The last contract to be settled is the National Conference of Fireman and Oilers. Mediation with this group was held on July 20, 2022, with more than ½ of their negotiating team not present. The main issues still open included the addition of a Field Engineer position, vacation and sick leave accrual process, minimum work hours for bus drivers, and wages. The session ended at 11:30 p.m. with the District requesting a vote from the bargaining unit on our final proposal. We are hopeful that the unit will set a date for voting in August.

Child Nutrition Report
July 2022

Meals and Food Production Activity: Summer Meals—June 2022

	Jun-22												
Monthly Report		2022		Serving Days:									
Meal counts			Breakfast								Lunch		
`					Summer	Daily Ave						Summer	Daily Ave
	6/20/2022	6/27/2022			TOTAL		20-Jun	27-Jun				TOTAL	
Lincoln Park	34	66			100	11	44	75				119	13
Lowell	420	304			724	80	432	355				787	87
Macwest bags	40	40			80	9	246	151				397	44
Macwest In School	271	181			452	50	333	299				632	70
Myers-Wilkins	116	9			125	14	152	126				278	31
Piedmont	70	79			149	17	250	213				463	51
Stowe	39	49			88	10	151	169				320	36
Heritage Boys and Gir	0	0			0	0	125	125				250	28
Lincoln Boys and girls	0	0			0	0	131	122				253	28
Aicho	30	55			85	9	131	109				240	27
Rockridge	60	60			120	13	100	60				160	18
Center City	50	0			50	6	150	120				270	30
Neighborhood youth	0	30			30	3	0	60				60	7
average per day	223					219							
TOTALS	1130	873	0	0	2003		1864	1984	0	0	0	4229	

Work being done preparing for School Year 22-23

- **Interviews and searching for job applicants**
- **Switching from Bimbo's Bakery to Pan O Gold (as per outcome of Bread Bid 2022)**
- **Menus re- worked to recognize products that are unobtainable at this time**
- **Began free and reduce lunch applications for the new year, encouraging all to apply.**
- **Began refining Student Computer check in processes as we transition back to paid meals**

CHLD NUTRITION MEMORANDUM

To: Catherine Erickson, CFO/Executive Director of Business Services

From: Sheila Oak, DTR, Supervisor of Child Nutrition

Date: June 16, 2022

Re: Student Lunch Meal Price Increase

Due to the Healthy Hunger-Free Kids Act of 2010, signed into law December 2010, requiring schools to charge students of paid meals at a price that is on average, equal to the difference between the federal free meal reimbursements and any state reimbursements, and paid meal reimbursements. Schools that currently charge less are required to gradually increase their prices over time until they meet the requirement. Because our current lunch price does not meet the paid lunch equity price ($3.31), we are required to increase our lunch price by ten cents for the 2022-2023 School Year.

Current Paid Lunch Prices
Elementary $2.60
Secondary $2.85

Proposed Paid Lunch Prices
Elementary $2.70
Secondary $2.95

Facilities Management & Capital Project Status Report
July 2022

Facilities Management – Maintenance and Operations - General

- In the past month, the Facilities maintenance crews have completed 126 work orders and are currently working on 217 open work orders.

Capital Construction

- Denfeld tower work is progressing well with one side done and working on the second side.
- The Congdon Park window replacement project is ¾ done and looking good!
- New Denfeld SPED bathroom construction has begun, but won't be finished until October..

- **Ongoing Discussion with Legal Representation**
  - ➢ PSS Track Lane 1 Ponding Remediation is now at the bonding agent.

- **Construction Tasks "On The Hill"**
  - ➢ Final tasks are ongoing in the existing Facilities building which is close to complete.
  - ➢ Precast and steel is going up at the DSC and Transportation Building.

Building Operations

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- Operations staff have been performing an excellent job with summer cleaning, and the buildings are looking good.
- There are 17 vacancies in the custodial operations ranks that we are working hard to fill.

Health, Safety & Environmental Management

- Smoke alarm and Sprinkler inspections under way
- Arranged for Alice training for school leadership prior to new school year
- Arranged for a chemical audit and SDS update in August
- Updated ERCM appendices on Emergency management webpage. Added individual appendix documents to the webpage.
- Progress on updating blood borne pathogens and employee right to know written programs

Workers' Compensation Activities

July 2022

- First report of incidents:---------- 3
- OSHA recordable incidents:---------- 1
- Days away from work:---------- 0
- Days of restricted work:---------- 33

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

- First report of incidents:---------- 100
- OSHA recordable incidents:---------- 20
- Days away from work:---------- 123
- Days of restricted work:---------- 338

Technology Department - July Report (7/1 - 7/28)

- **Cybersecurity**
  - Google Security
    - Gmail
      - 426K Emails Messages Accepted/Delivered
        - 443K were identified as Spam
        - 1.5K were identified as Phishing
        - 4.2K were identified as Spoofing
        - 0 emails were identified as Malware
    - Account Information
      - 6,315 Active Accounts (Accounts for students under 13 get disabled until we get parental consent)
      - 21.46TB of storage
      - 419.6K Files shared externally
      - 32 Suspicious login attempts
      - 1.5K Failed user login attempts
      - Data Loss Prevention (DLP) policy
        - 95 High Severity Incidents that were blocked

- **E-Rate RFP/Bid**
  - None at this time
  - Near future
    - Data Center Co-location services. Currently Involta
    - E-Rate Network Switches, district wide

- **Technology Help Desk Tickets (6/1 - 6/28)**
  - 223 New Technology Support Tickets Created (32%)
  - 211 Tickets were resolved (34%)
  - 589 Tickets remain unresolved (1%)
    - 288 Unresolved tickets for Chromebook repairs (Last month 306)
  - 23h 15m Average 1st response time (45%)
  - 170h 1m Average resolution time (201%)

- **Projects**
  - Continued work on the installation of the new Dell Precision Workstations for the two FabLabs and the Graphic Arts Lab at the two high schools. The new systems will be upgraded from their 5 year old systems.
  - Continued work on the Installation of the new Dell Optiplex 3090 desktop systems across the district. We are upgrading Dell Optiplex roughly half of our 8-10 year old systems
  - Continued work on the Windows 10 systems imaging across the district to meet our Cyber Insurance Policy requirements.

Transportation Report
July 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 clock is ticking! The rollover to the new school year is currently underway as we continue to plan for 2022-2023 bussing.

The Transportation department uses Versatrans as its student transportation software. The department is busy building and/or updating about 434 routes and coordinating with Voyageur. We are building and implementing summer routing in coordination with program leaders (ESY, Excel, Day Treatments etc.) We are still waiting on some programs to get us information so we can build those routes. There are *many* updates daily.

- 14 trips in July, 2022
- 30 scheduled so far for August, 2022

During the planning process, it was discovered that we will start the school year with at least three drivers down. There have been no recently hired drivers. COVID continues to be a concern, due to quarantine time.

In terms of COVID response, drivers have access to a Hudson sprayer with Virex to be used between routes for disinfection. Additionally, they have alcohol wipes for their own disinfection purposes. All drivers have access to two electrostatic sprayers as well.

ELDT is still and will likely continue to be troublesome for some time.

A recent OSHA inspection found problem with stairs and we have had them removed.

The Transportation Department is still waiting on one engine replacement. We anticipate the upcoming approval of two buses as the order has been received by the vendor. We also plan to implement Transversa for routing in November – December.

Maintenance on non-transportation vehicles “under 5” has begun. The department recently completed maintenance on four non-transportation vehicles. Routine general bus maintenance is ongoing (wiring/electrical, brakes, stop arms, belts, etc.). A&B scheduled maintenance inspection continues as well. Preps are underway for a State inspection coming early August (9th and 10th).

The average fleet age is 7.2 years. Current average mileage is 71,032 (goal is 50,000 – 60,000).

R E S O L U T I O N

Duluth District-Wide Instructional Administrators' Association Bargaining Agreement

RESOLVED, By the School Board of Independent School District 709, St. Louis County, Minnesota, that the Collective Bargaining Agreement between Independent School District 709 and Duluth District-Wide Instructional Administrators' Association Bargaining Agreement, a summary of which is in the hands of all School Board members, be approved and adopted for the period July 1, 2021 to June 30, 2023, inclusive, and that the Chairperson and Clerk of the School Board be hereby authorized to execute said Agreement on behalf of the School District.

**PLACEHOLDER

RESOLUTION

Employment of a School Board Member by the District

WHEREAS, the School Board member(s) below are/will be employed by the Duluth Public Schools during their service as a School Board member, and

WHEREAS, Minnesota Statute 123B.195 Board Member's Right to Employment requires that the member receive a majority approval by the School Board to be initially employed or to continue in employment at a meeting at which all board members are present, and

WHEREAS, Minnesota Statute 123B.195 Board Member's right to Employment states that the employment relationship will not exceed $20,000 in a fiscal year, excluding compensation for being a School Board member,

BE IT RESOLVED, that the School Board authorize the employment of the following School Board members as listed, not to exceed $20,000 in a fiscal year.

BOARD MEMBER	TIME FRAME
Jill Lofald	July 2022 - June 2023
Alanna Oswald	July 2022 - June 2023
Paul Sandholm	July 2022 - June 2023

Resolution #HR-8-22-3912
August 16, 2022

CHAPTER 78--S.F.No. 3107

An act relating to education; increasing maximum earnings for school board members employed by a school district; amending Minnesota Statutes 2020, section 123B.195.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:

Section 1. Minnesota Statutes 2020, section 123B.195, is amended to read:

123B.195 BOARD MEMBERS' RIGHT TO EMPLOYMENT.

Notwithstanding section 471.88, subdivision 5, a school board member may be newly employed or may continue to be employed by a school district as an employee only if there is a reasonable expectation at the beginning of the fiscal year or at the time the contract is entered into or extended that the amount to be earned by that officer under that contract or employment relationship will not exceed ~~$8,000~~ $20,000 in that fiscal year. Notwithstanding section 122A.40 or 122A.41 or other law, if the officer does not receive majority approval to be initially employed or to continue in employment at a meeting at which all board members are present, that employment is immediately terminated and that officer has no further rights to employment while serving as a school board member in the district.

EFFECTIVE DATE. This section is effective July 1, 2022.

Presented to the governor May 21, 2022

Signed by the governor May 22, 2022, 3:43 p.m.

R E S O L U T I O N

AUTHORIZING A DEVELOPMENT AGREEMENT WITH THE DULUTH ECONOMIC DEVELOPMENT AUTHORITY REGARDING CENTRAL ON THE HILL PROPERTY PROPOSED TAX INCREMENT DISTRICT

WHEREAS, the School District in the process of selling the Central on the Hill property; and

WHEREAS, the District Administrator has been working with the Duluth Economic Development Authority ("DEDA") to preserve the option for a purchaser of the Central on the Hill property to request, at a future date, the creation of a Redevelopment Tax Increment District to potentially provide incentives to encourage the redevelopment of such property; and

WHEREAS, DEDA officials and District Administration have negotiated a Development Agreement, the form of which has been provided to the School Board (the "Development Agreement") for the purpose of preserving the opportunity to create such tax increment district at a future date and permitting the demolition of the Central High School building on the hill this fall.

NOW, THEREFORE, Be It Resolved, the School Board of Independent School District No. 709 (Duluth) hereby approves the Development Agreement and authorizes the School Board Chair and the Clerk to execute the Development Agreement and all other documents required for implementing the terms and conditions of the Development Agreement.

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
Lester Park ES	Maurices	$200.00		
Denfeld HS	Anonymous	$1,345.00	Check and Connect	
Denfeld HS	Barbara Lipinski	$100.00	Check and Connect Grad Party	
Denfeld HS	Cortez T. Ham & Stephanie Ham	$2,000.00	Football	
Stowe ES	Stowe PTA	$1,000.00	5th Grade Wolf Ridge Trip	
Stowe ES	Stowe Foundation	$150.00	Bus for 3rd Grade Field Trip	
Laura MacArthur ES	Resource Training & Solutions - Erin Engness	$1,000.00	PBIS Grant Voucher #67666 - Shane Johnson - Laura MacArthur	To be used for PBIS funds at Laura MacArthur, it is a mini grant awarded to our PBIS team.
Lincoln Park MS	Sara Hendrickx	$4,860.00	8th Grade Vista Trip	
Lincoln Park MS	Concert Audience	199.19	Choir	Choir Concert Donations
Lincoln Park MS	Essentia Heath	$30.00	Food Pantry	3 $10 gift cards for our food pantry. The donor works for Essentia Health
Lincoln Park MS	David Somppi	$60.00	8th Grade Fund	
Lowell ES	Geoffrey A. Witrak	In-Kind	For Lowell teachers to support instruction and classroom culture	A very generous donor has donated many items from a school wish list and plans to be an ongoing donor and partner with the school.

East HS	Michael Geraci	$500 Drum Set	East Band Department	
East HS	Lakehead Racing Association	$415	Skills USA	The original check was for $1550 and the cost of tumblers was $1135, the remaining money was considered a donation for the Skills USA Club.
PT Department	Melissa Hassebrock	In-Kind		Leckey Horizon Stander 2 was donated by a student's family as the student no longer can use it at home. This stander is in great condition with all needed parts and is ready for student use in our district. The value of this stander if purchased brand new is roughly $7,000-8,000.

HUMAN RESOURCES ACTION ITEMS FOR : AUGUST 16,2022

CERT APPT	POSITION	EFFECTIVE DATES	
JOHNSTON, DAN L	SPEC ED EBD TCHR/EAST, (MA+30)	8/29/2022	6/09/2023

CERT EXTENSION	POSITION	EFFECTIVE DATES	
ANDERSON, LISA K	SPEC ED PARAPROFESSIONAL/PIEDMONT	07/12/2022	
AUSTIN, ALEXANDRA E	READING INTERVENTIONIST/ORDEAN EAST	08/30/2022	02/28/2023
BAHEN, FRANK J	ESY SPEC ED PARA/DW, $17.77/HR	07/22/2022	08/18/2022
BARRATT, KATHLEEN J	ERSEA COORD/UGH, NOT TO EXCEED 80 HRS	07/25/2022	08/18/2022
BISHOP, LINNEA L	ABE/UHG, NOT TO EXCEED 180 HRS	06/13/2022	07/22/2022
BOBBE, JOHN M	DIGITAL INNOV SPEC/UHG, NOT TO EXCEED 120 HRS	06/13/2022	06/30/2022
BONTEMS, LACY V	ESY SPEC ED PARA/LINCOLN PARK, $17.77/HR	07/22/2022	08/18/2022
BRADLEY, JESSICA K	SOCIAL WORKER/PIEDMONT	05/23/2022	10/31/2022
BROWN, PAULA	TCHR/MERRITT CREEK, NOT TO EXCEED 109 HRS	06/13/2022	07/15/2022
CARIVEAU, CHRISTINA A	ESY/DHH TCHR/DW, NOT TO EXCEED 43 HRS	07/22/2022	08/05/2022
CASTELLANO, PATRICIA A	ABE TCHR/DAE, NOT TO EXCEED 40 HRS	06/13/2022	07/22/2022
CAWCUTT, ANNA T	CURRICULUM/UHG, NOT TO EXCEED 120 HRS	06/13/2022	06/30/2022
CRANE, REBECCA E	ESY/EARLY CHILDHOOD TOSA, NOT TO EXCEED 200 HRS	06/13/2022	08/26/2022
DAHL, CAROL M	TCHR/MERRITT CREEK, NOT TO EXCEED 109 HRS	06/13/2022	07/15/2022
DALBACKA, JILL M	HOURLY BOOKROOM/CURRICULUM	06/30/2022	
DALBEC, SHARON M	SPEC ED/MERRITT CREEK, NOT TO EXCEED 70 HRS	06/13/2022	07/15/2022
DANIELSON, KATIE E	FAMILES IN TRANSITION/UHG, NOT TO EXCEED 320 HRS	07/01/2022	08/29/2022
DURFEE, CHRISTOPHER S	TITLE GRANT REPORTING/UHG, NOT TO EXCEED 40 HRS	06/13/2022	08/06/2022
EDWARDS, KATHLEEN A	ABE TCHR/DAE, NOT TO EXCEED 80 HRS	06/13/2022	07/22/2022
ERICKSON, ASHLEY L	SPEC ED PARA ESY/LAURA MACARTHUR, $17.77/HR	07/22/2022	08/18/2022
ERICKSON, CATHERINE A	CHIEF FINANCIAL OFFICER/UHG	10/05/2022	
FELDHAKE, MARY J	PRE-K/LOWELL, NOT TO EXCEED 80 HRS	07/25/2022	08/18/2022
FINSTAD, CINDY C	SPEC ED/CHESTER CREEK, NOT TO EXCEED 109 HRS	06/13/2022	07/15/2022
FOUTS, PAMELA J	SPEC ED PARA//MERRIT CREEK, NOT TO EXCEED 95 HRS	06/13/2022	07/15/2022
FRANKLIN, DANIEL N	ESY SPEC ED PARA/LINCOLN PARK, $17.77/HR	07/22/2022	08/18/2022
GAMACHE, REBECCA L	PRE SCHOOL ED COORD/UHG, NOT TO EXCEED 40 HRS	08/22/2022	08/26/2022
GODFREY, BEVERLY J	ABE TCHR/DAE, NOT TO EXCEED 100 HRS	06/13/2022	08/26/2022
GOLDFINE, BRENDA L	ESY/EARLY CHILDHOOD, NOT TO EXCEED 5 HRS	06/13/2022	08/26/2022
GOLDFINE, BRENDA L	PRES-SCHOOL TCHR/LOWELL, NOT TO EXCEED 80 HRS	07/25/2022	08/18/2022
GRANMO, SHERYL A	SPEC ED TCHR/MERRITT CREEK, NOT TO EXCEED 109 HRS	06/13/2022	07/15/2022
GRENIGER, JODY L	ABE TCHR/DAE, NOT TO EXCEED 300 HRS	06/13/2022	08/26/2022
GUDDECK, JULIE K	ESY/EARLY CHILDHOOD, NOT TO EXCEED 43 HRS	07/25/2022	08/05/2022
GUNDERSON, JOHN L	ENGINEER II/EAST	08/02/2022	
HARVICK, HEATHER D	STAFF DEVELOPMENT/UGH, NOT TO EXCEED 140 HRS	06/13/2022	08/26/2022
HINTSALA, JACOB A	PRINC/ROCKRIDGE, NOT TO EXCEED 80 HRS	07/01/2022	07/15/2022
HOLT, KELSEY R	ELA CONTENT SPEC/UHG, NOT TO EXCEED 35 HRS	06/13/2022	06/30/2022
HOPPE, ASHLEY M	SPEC ED TCHR/ROCKRIDGE, NOT TO EXCEED 109 HRS	06/13/2022	07/15/2022
HUTTEL, TERRI L	SPEC ED INTERVENTIONIST/LINCOLN PARK	06/10/2022	
JESSICO, SUSAN R	ABE TCHR/DAE, NOT TO EXCEED 40 HRS	06/13/2022	07/22/2022
JONES, GREG L	STAFF DEVELOPMENT/UHG, NOT TO EXCEED 20 HRS	07/11/2022	08/26/2022
JUBENVILLE, JAMES C	SPEC ED TCHR/MERRITT CREEK, NOT TO EXCEED 60 HRS	07/01/2022	07/15/2022
KELLEY, MELISSA L	CURRICULUM TCHR/UHG, NOT TO EXCEED 25 HRS	06/13/2022	06/30/2022
KENNEDY, GRACE M	SPEC ED TCHR/MERRITT CREEK, NOT TO EXCEED 109 HRS	06/13/2022	07/15/2022
KEROLA, WILLIAM G	SPEC ED TCHR/MERRITT CREEK, NOT TO EXCEED 109 HRS	06/13/2022	07/15/2022
KESTI, SHAREN B	SPEC ED PARA/CHESTER CREEK, NOT TO EXCEED 95 HRS	06/13/2022	07/15/2022
KLEFFMAN, LAURA M	OCCUPATIONAL THERAPIST/DISTRICT WIDE	08/26/2022	
KOLQUIST, JULIE A	TCHR/MERRITT CREEK, NOT TO EXCEED 109 HRS	06/13/2022	07/15/2022
KUMEROW, NICKY C	ESY/EARLY CHILDHOOD, NOT TO EXCEED 15 HRS	06/13/2022	08/26/2022
LAFONTAINE, LAURA J	CURRICULUM HLTH/UHG, NOT TO EXCEED 80 HRS	06/13/2022	06/30/2022
LINDBERG, TIM C	ESY/WORK EXPERIENCE COORD/INSTRUCTOR, NOT TO EXCEED 30	06/13/2022	08/26/2022
LINDEMANN, ANNA C	ESY SPEC ED PARA/LINCOLN PARK, 17.77/HR	07/22/2022	08/18/2022
LIPPITT, MARTHA L	ESY/COORDINATOR, CPI, STAFF DEV, NOT TO EXCEED 300 HRS	06/13/2022	08/26/2022
MARCESKI, TERRI LEE	OFF SUPP SPEC/MERRITT CREEK, NOT TO EXCEED 80 HRS	07/01/2022	07/15/2022
MCDEVITT, MATTHEW L	SPEC ED PARA/MERRIT CREEK, NOT TO EXCEED 55 HRS	06/13/2022	07/15/2022
MCNULTY, JOHN J	UTILITY II/DISTRICT WIDE	06/17/2022	06/30/2022
MORLANG, SHILO R	TECHNOLOGY SUPPORT/SPECIAL SERVICES, NOT TO EXCEED 200 I	06/13/2022	08/26/2022
OLSON, CASEY C	ESY SPEC ED PARA/LINCOLN PARK, $17.77/HR	07/22/2022	08/18/2022
OLSON, JOSEPH J	SPEC ED PARA/MERRITT CREEK, NOT TO EXCEED 95 HRS	06/13/2022	07/15/2022
OLSON, MOIRA R	ELEM TCHR/ CHESTER CREEK, NOT TO EXCEED 109 HRS	06/13/2022	07/15/2022
PANFIL, ANNETTE L	OSS/CHESTER CREEK, NOT TO EXCEED 80 HRS	07/01/2022	07/15/2022
PAQUETTE, BARBARA A	MATH TCHR/MERRITT CREEK, NOT TO EXCEED 109 HRS	06/13/2022	07/15/2022
PAWLIKOWSKI, BETTY K	SPEC ED TCHR/ARROWHEAD, NOT TO EXCEED 109 HRS	06/13/2022	07/15/2022

PEARSON, TOM R	ACTIVITY DIRECTOR/DENFELD, NOT TO EXCEED 160 HRS	07/01/2022	06/30/2023

CERT LEAVE	POSITION	EFFECTIVE DATES	
PELKEY, KAYLEE J	E-SQUARED/ADMIN, NOT TO EXCEED 15 HRS	06/13/2022	06/30/2022
PERTTULA, MARY K	ELEM TCHR/PIEDMONT, NOT TO EXCEED 109 HRS	06/13/2022	07/15/2022
PETERSMEYER, ANNETTE K	SPEC ED TCHR/ROCKRIDGE, NOT TO EXCEED 109 HRS	06/13/2022	07/15/2022

CERT RESIGNATION	POSITION	EFFECTIVE DATES	
PUGLISI, ANTHONY J	ELEMENTARY MUSIC SPECIALIST/HOMECROFT, LESTER PARK	06/10/2022	

NON CERT EXTENSION	POSITION	EFFECTIVE DATES	
SCHEUFELI, KATIE M	PRE SCHOOL COORD/UHG, NOT TO EXCEED 80 HRS	08/22/2022	08/26/2022
SCHMIDT, SUSAN R	CURRICULUM SOC STUDIES/UHG, NOT TO EXCEED 40 HRS	06/13/2022	07/01/2022
SHELDON, DARREN C	FED PROG SUPV/DW, NOT TO EXCEED 200 HRS	07/01/2022	08/12/2022
SMITH, NATHAN D	OEE COORDINATOR/DW, NOT TO EXCEED 120 HRS	07/01/2022	07/29/2022
STARIHA, KRISTENE A	GRADE 3 TEACHER/PIEDMONT	08/30/2022	06/09/2023
TENG, IRA L	PRE SCHOOL COORD/UHG, NOT TO EXCEED 80 HRS	08/22/2022	08/26/2022
TOLAND, PAMELA K	OSSI/ABE	06/13/2022	07/22/2022
TRACY, VICTORIA M	ESY SPEC ED PARA/LINCOLN PARK, $17.77/HR	07/22/2022	08/18/2022
TRAVAGLIONE, ANNA B	ESY/EARLY CHILDHOOD, NOT TO EXCEED 87 HRS	07/25/2022	08/18/2022
TUOMINEN, BAILEY M	OFFICE SUPPORT SPEC SENIOR/LINCOLN PARK	07/12/2022	
TURNER, ROBERT T	ABE TCHR/ DAE, NOT TO EXCEED 120 HRS	06/13/2022	07/22/2022

NON CERT LEAVE	POSITION	EFFECTIVE DATES	
TYLLIA, RAE A	ABE TCHR/DAE, NOT TO EXCEED 40 HRS	06/13/2022	07/22/2022

NON CERT RESIGNATION	POSITION	EFFECTIVE DATES	
USELMAN, DALE L	CURRICULUM COORD/UHG, NOT TO EXCEED 120 HRS	06/13/2022	06/30/2022
WEIDT, SALLY J	DIGITAL INNOV COORD/UHG, NOT TO EXCEED 120 HRS	06/13/2022	06/30/2022
WIKSTROM, MICHELLE L	ESY/EARLY CHILDHOOD, NOT TO EXCEED 170 HRS	06/13/2022	08/26/2022
WILLIAMS, PAULA M	GUIDANCE COUNSELOR/ROCKRIDGE, NOT TO EXCEED 60 HRS	06/13/2022	07/15/2022
WILLIAMS, SHERYL A	PRE SCHOOL SUPV/UHG, NOT TO EXCEED 80 HRS	07/25/2022	08/18/2022
WITTMER, NANCY J	ELEM TCHR/CHESTER CREEK, NOT TO EXCEED 109 HRS	06/13/2022	07/15/2022
ZADDACK, AMBER L	ESY/EARLY CHILDHOOD/DHH, NOT TO EXCEED 13 HRS	06/13/2022	08/26/2022

NON CERT RETIREMENT	POSITION	EFFECTIVE DATES	
ZAMBORI, SARA L	ESY/EARLY CHILDHOOD/SPEECH LANGUAGE PATHOLOGIST	06/13/2022	08/26/2022

ISD 709 Duluth Public Schools

CLASSIFICATION DESCRIPTION
EXECUTIVE DIRECTOR OF FINANCE AND BUSINESS SERVICES

TITLE OF IMMEDIATE SUPERVISOR:	**DEPARTMENT:**	**FLSA STATUS:**
Superintendent of Schools	Business Services	Exempt
ACCOUNTABLE FOR (Job Titles): Finance Manager, Supervisor of Food Service, Transportation Manager, Business Services Liaison, Clerical Level D-EEA.		**PAY GRADE ASSIGNMENT:** Individual Employment Agreement

GENERAL SUMMARY OR PURPOSE OF JOB:

Acts as the lead financial advisor for the District, establishing District budget and financial policies and procedures. Provides oversight regarding the operations and the budget of business services, food service, transportation, finance, and purchasing functions. Provides financial information to the Board and the public. Performs financial analysis of District functions and recommends changes to maximize resource utilization. Provides for the treasury function, including cash flow, ensuring the District is liquid for accounts payable, payroll and cash-on-hand to meet day- to-day operations; invests surplus cash in order to maximize interest earnings.

DUTY NO.	**ESSENTIAL DUTIES:** (These duties are a representative sample; position assignments may vary.)	FRE-QUENCY
1.	Manages the Finance/Accounting, Purchasing, Transportation, and Food Service departments. Meets with supervisors and other staff members to discuss a variety of issues, including budget and operational issues.	Daily 20%
2.	Acts as the spokesperson for the District on financial matters to the Board, the public and the media on such issues as finances and budget and other issues as appropriate.	Weekly 15%
3.	Reviews and recommends policies regarding independent contractors and vendors.	Monthly 10%
4.	Reviews and approves the overall District budget*. Sets parameters by managing the entire budget process. Forecasts expenses, such as staff costs, as well as revenues. Performs student enrollment projections. Communicates with administrators and the Board of Education, throughout the budgeting process. *According to District and State timelines and requirements.	Quarterly 10%
5.	Oversee all functions of annual audit. Schedule and coordinate external District audit. Work cooperatively and effectively with the auditors of the District.	Annually 10%

CLASSIFICATION DESCRIPTION
EXECUTIVE DIRECTOR OF FINANCE AND BUSINESS SERVICES

6.	Develops, recommends and administers financial policies and procedures such as maintaining and updating the business and finance sections of the District's policy and procedures manual. Recommends changes in policy to the Board. Recommends waivers to policy, as appropriate.	Monthly 10%
7.	Performs financial analysis to maximize resource utilization. Reviews processes and makes recommendations for changes in those processes with goal of maximizing the efficiency of using all resources.	Monthly 10%
8.	Performs the District treasury function including cash management, investing, debt issuance and funding issues. Manages restructuring debt, especially bonds which are callable, reissued at lower rates; smoothes out fluctuations in debt payments.	Monthly 5%
8.	Participates in District-wide coordination of functions as a team member of the Superintendent's cabinet, regarding various District issues.	Weekly 5%
9.	Attend and participate in school board meetings.	Monthly 5%
10.	Coordinate risk management efforts in order to reasonably protect District assets from financial and catastrophic loss.	Monthly 5%
11.	Coordinate responses to public data requests ensuring adherence to Federal and State laws.	Monthly 5%
12.	Performs other duties of a comparable level and type.	As required.

Minimum Qualifications: *(necessary qualifications to gain entry into the job not preferred or desirable qualifications)*

Requires a minimum of a baccalaureate degree in business administration, accounting, finance or a closely-related field and at least five years of experience of prior related school district experience, governmental agency, or political subdivision, or an equivalent combination of education, training and/or experience necessary to successfully perform the essential functions of the work.

CERTIFICATION OR LICENSING REQUIREMENTS: (prior to job entry)

Certified Public Accountant (CPA) (Preferred)
Certified Management Accountant (CMA) (Preferred)
MASBO/ASBO Certification (Preferred)

CLASSIFICATION DESCRIPTION
EXECUTIVE DIRECTOR OF FINANCE AND BUSINESS SERVICES

KNOWLEDGE REQUIREMENTS: (Requires knowledge of)

- Generally-accepted accounting principles and practices
- School finance, especially statutes, laws, UFARS and formulas.
- Management principles, including supervision, evaluation, goal setting, and motivation.
- Investing and cash management.
- General economics.
- Financial analysis.
- Labor relations and collective bargaining, especially regarding financial impact on a school-district budget.
- Human Resources

SKILLS REQUIREMENTS - (Skilled in)

- Using specific MS-Office and Google applications, especially skilled in using Excel spreadsheets.
- Computer-based financial management systems such as, BusinessPLUS
- Written and verbal communication, as well as presentation skills.
- Analytical thinking.
- Labor relations, including negotiations.

PHYSICAL REQUIREMENTS: (indicate according to the requirements of the essential duties/responsibilities)

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

GENERAL ENVIRONMENTAL CONDITIONS:

Work is performed under normal office conditions and there are minimal environmental risks or disagreeable conditions associated with the work.

Occasionally, lifting up to twenty-five pounds is required when lifting large quantities of copying paper.

The typical noise level is considered to be moderate.

CLASSIFICATION DESCRIPTION
EXECUTIVE DIRECTOR OF FINANCE AND BUSINESS SERVICES

GENERAL PHYSCIAL CONDITIONS:

Work can be generally characterized as:

Light Work: Exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force frequently, and/or a negligible amount of force constantly to move objects.

Vision Requirements: (Check box if relevant)	**YES**	**NO**
No special vision requirements	√	
Close Vision (20 in. of less)		
Distance Vision (20 ft. of more)		
Color Vision		
Depth Perception		
Peripheral Vision		

JOB CLASSIFICATION HISTORY:

Updated Job Description by Human Resources on 8/9/16

Updated: Job Description by Human Resources on 7/18/18

ISD 709 Duluth Public Schools

CLASSIFICATION DESCRIPTION

EXECUTIVE DIRECTOR OF HUMAN RESOURCES AND OPERATIONS

TITLE OF IMMEDIATE SUPERVISOR: Superintendent **DEPARTMENT:** Human Resources **FLSA STATUS:** Exempt **ACCOUNTABLE FOR:** Facilities Manager, HR Manager Senior, HR Manager, HRIS/Payroll Supervisor, HRIS Specialist, Benefits Coordinator, EEA Clerical I, II, III, IV, Executive Assistant Clerical	**FLSA STATUS:** Exempt **PAY GRADE ASSIGNMENT:** Individual Employment Agreement; rates linked to the Education Directors Association Agreement

GENERAL SUMMARY OR PURPOSE OF JOB:

The Director of Human Resources and Operations is responsible for the coordination, execution and delivery of Human Resources and Facilities/Operations services for the District. The Director provides leadership and management in the ongoing planning, development, coordination, implementation , and evaluation of all aspects of a variety of district operations in the areas of facilities and operations, safety, payroll, staffing, recruitment & retention, equity and diversity efforts, benefits, performance management, labor relations, development and administration of District policies and procedures, communications, compensation, benefits, and implementing HR strategies to influence District culture in support of optimizing human potential and performance. This position requires continuous use of independent judgment and the ability to build strong relationships, collaborate with others and communicate effectively. The essential functions as shown below represent only the key areas of responsibility; specific position requirements will vary depending on the needs of the district.

ESSENTIAL FUNCTIONS

Strategic:

- Oversee and lead the Human Resources and Payroll departments and oversee the Facilities Department. Meets with supervisors and other staff members to discuss a variety of issues, including operational and general budget issues.
- Develop short and long-range goals and objectives, including plans to implement and evaluate district staffing plans; recruit, retain and evaluate a high-quality workforce; manage department resources; maintain competitive and equitable classification and compensation structures as well as communications with internal customers, administration, and the community.
- In conjunction with the Manager of Facilities, provides recommendations to the Board regarding matters related to facilities including but not limited to: short- and long-term facility planning and space utilization, and property and liability insurance.
- Implement HR strategies to influence District culture in support of optimizing human potential and performance.
    - Serve as advisor to the superintendent on all personnel, negotiations and human capital issues.
    - Create a thriving workforce culture focused on continuous improvement of our human capital management systems
    - Develop and improve upon human resources systems and structures to increase efficiencies,

timeliness and ability to serve the human resource; emphasize continuous improvement

- Provide leadership to staff in preparing and implementing programs and services relative to staffing in alignment with the district's strategic plan, including a formal district hiring process.
- Develop and improve upon systems and structures of our human resources and payroll department to increase efficiencies, timeliness and ability to serve the human resource needs of our district including
    - Recruitment, hiring and onboarding processes
    - Assess, evaluate, and recommend systems and structures
- Partner with the other District leaders in budget development, including forecasting district needs and priorities.

Staffing:

- Administer the District's staffing functions and supervises staff performing recruitment, screening, selection and assignment of licensed, classified, and substitute staff, coordinates and directs transfers, leaves of absence, promotions and separations of staff.
- Increase the percentage of employees with culturally, linguistically and ethnically diverse backgrounds.
- Coordinate and direct a comprehensive orientation program for new employees.
- In conjunction with other District departments, develop staffing projections and identifies staffing needs.
- Prepare and present personnel recommendations to the Superintendent and the Board of Education for approval.

Labor Relations:

- Administer and interpret the provisions of all collective bargaining agreements.
- Serve as the chief negotiator or facilitator for various labor agreements in coordination with Superintendent, Assistant Superintendent, and Executive Director of Finance.
- Review and recommend labor agreements terms and conditions with employee bargaining units.
- Coordinate negotiation processes for all labor groups, including the assignment of administrators to management teams for purposes of negotiations.
- Direct the preparation and distribution of all master agreements for all employee groups, as well as individual employment agreements, as appropriate.
- Maintain all historical negotiations records, including proposals, counterproposals, and cost analysis.
- Process grievances; represent the District at mediation and arbitration. Coordinates any litigation regarding employment issues for the District.
- Oversee annual staff performance appraisal process accordance with District policies and procedures, and State law, as appropriate.

Administration/Payroll:

- Ensure payroll processes are performed appropriately. In conjunction with the HRIS specialist, provide leadership for the development and maintenance of the computer-based human resource management information systems, including reporting functions and linkages to payroll.
- Administer benefits functions and supervise staff providing health, dental and life insurance benefits programs and plans, the employee assistance program, staff recognition programs, COBRA processing, unemployment, and long-term disability and workers compensation claims processing.
- Manage classification and compensation processes, including determining the appropriate levels of compensation based upon labor agreements, District policies and procedures, and ensure compliance with pay equity requirements.
- Recommend, prepare and/or revise personnel policies and processes.

CLASSIFICATION DESCRIPTION

EXECUTIVE DIRECTOR OF HUMAN RESOURCES AND OPERATIONS

Compliance:

- Review legislative statutes, proposed regulations, and labor agreement proposals regarding human resource and operational issues, and make recommendations to the District administration.
- Coordinate the implementation of performance appraisal systems for all employees in accordance with District policies and procedures, and State law, as appropriate.
- Manage classification and compensation processes, and supervise staff involved in these processes, including determining the appropriate levels of compensation based upon labor agreements and District policies and procedures, and ensure that the District is compliant with pay equity requirements.
- Investigate and respond to complaints or provide advice and consultation to delegate handling complaints; serves as the District's EEO Coordinator, Human Rights Officer, and assists in Title IX efforts.
- Comply with ADA regulations and provide for reasonable accommodation, as appropriate.
- Perform other duties as assigned.

MINIMUM QUALIFICATIONS: (necessary qualifications to enter the job; not preferred or desirable qualifications)

- Graduate degree in human resource management, industrial relations, labor relations, organizational management or a closely-related field *and*
- Five (5) years of experience in human resources, industrial relations, labor relations, organizational management or a closely-related field required; or an equivalent combination of education, training and/or experience necessary to successfully perform the essential functions of the work.

REQUIRED KNOWLEDGE

- All areas of functionality in the areas of human resources including employee/labor relations, staffing, benefits, compensation, and compliance.
- All general aspects of Facilities and Operations.
- Laws, rules, labor agreements, regulations, policies and procedures affecting school district personnel operations.
- Labor relations and negotiations processes.
- Experience managing licensing requirements with Minnesota Professional Educator Licensing and Standards Board (PELSB)
- Proficiency with human resource management systems.
- Ability to use computer technology, including word processing, spreadsheets, and database
- Consults with senior leadership to assess organizational health and diagnose culture-related issues occurring in the organizational system.
- Develop and implement strategies to build stronger organizational health and culture.

QUALIFICATIONS, KNOWLEDGE, AND/OR EXPERIENCES PREFERRED

- Experience in a similarly sized school-district
- Experience as a school administrator

- Experience in practicing employment law

SKILLS REQUIREMENTS – TRAINING & EXPERIENCE: (Skilled in)

- Strong written and verbal communication.
- Management, planning and organization, including project management skills.
- Ability to work with diverse groups while establishing and maintain effective working relationships.
- Strong collaboration, team building and interpersonal skills.
- Knowledge of and ability to effective supervise staff, especially professional-level employees.
- Competency working in a culturally diverse environment or the willingness to acquire these skills.

PHYSICAL REQUIREMENTS: (indicate according to the requirements of the essential duties/responsibilities)

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

GENERAL ENVIRONMENTAL CONDITIONS:

Work is performed under normal office conditions and there are minimal environmental risks or disagreeable conditions associated with the work.

GENERAL PHYSCIAL CONDITIONS:

Work can be generally characterized as:

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

Vision Requirements: (Check box if relevant)	**YES**	**NO**
No special vision requirements	√	
Close Vision (20 in. of less)		
Distance Vision (20 ft. of more)		
Color Vision		
Depth Perception		

Peripheral Vision		

Duluth Area Family YMCA Proposal for ISD 709 ESSER Funds

Drafted June 30, 2022

Overview

The Duluth Area Family YMCA (the Y) is one of the oldest and largest nonprofits in the Northland. The Y is committed to strengthening community by connecting all people to their potential, purpose, and each other. As an association, the Y's programs reach over 180 miles, from Moose Lake to Grand Portage. Locally, programs operate within all Duluth Public Elementary Schools, the Harbor Highlands Community Center, the Gary-New Duluth Recreation Center, the Woodland Community Center, and several non-profit youth serving agencies.

In partnership with ISD 709, the Y is proposing to provide the following services to increase youth development and healthy living opportunities for Duluth-area youth, specifically those from low-income households and BIPOC communities over the 2022-2023 and 2023-2024 school years.

The Y acts as a leader, collaborator, and catalyst for change. Services described in this proposal will have a widespread impact on youth and families, as they will be done in collaboration with the following entities: AICHO, Boys and Girls Clubs of the Northland, CHUM's Steve O'Neil Apartments, the Damiano Center, the Duluth Community School Collaborative, Family Freedom Center, Gary New Duluth Recreation Center, Harbor Highlands Community Center, Laura MacArthur KEY Zone, Lincoln Park Children and Families Collaborative, Myers-Wilkins KEY Zone, Stowe KEY Zone, and Valley Youth Center. These partnerships were carefully identified for this project as they all serve a high percentage of youth from low-income households (40-95% qualifying for free or reduced-price lunch) and families that identify as part of the BIPOC community (20-95%).

Proposed Services

- **Camp Miller:** New opportunities for recreation and positive youth development through camping services will be established in partnerships with Steve O'Neil Apartments, Harbor Highlands Community Center, Duluth Community School Collaborative Myers Wilkins, Valley Youth Centers, Family Freedom Center and others with a focus on students from low-income households. Camp will focus on providing students with a wide range of recreation and personal development activities.
    - Scholarships for 10 students to attend a week of camp summer 2022
        - $750 per student x 10 students = $7,500
        - $3,750 ESSER Funds, 50% match from the Y
    - Scholarships for 40 students to attend a week of camp summer 2023
        - $790 per student x 40 students = $31,600
        - $15,800 ESSER Funds, 50% match from the Y
        - Transportation $2,000
    - Create a new opportunity for youth engagement through a two-day MEA weekend camp for 50 students during 2022-2023 school year
        - $110 per student x 50 students = $5,500

        - Transportation $1,000
    - MEA break camp for 50 students during 2023-2024 school year
        - $120 per student x 50 students = $6,000
        - Transportation $1,100

- **CATCH Kid's Club:** Coordinated Approach to Childhood Health (CATCH) Kid's Club will provide 72 nutrition and healthy living lessons to 180 students at 6 sites (Harbor Highlands, Myers-Wilkins, Piedmont, Laura MacArthur, and two of the following: Boys and Girls Clubs, Steve O'Neil Apartments, or the Valley Youth Center) from September 2022 - June 2024. CATCH provides interactive lessons to K-5th grade students on nutrition and healthy eating, the importance of lifelong physical activity, and strategies to reduce screen-time. Each weekly lesson is taught by a trained instructor with age-appropriate activities designed to make learning preventative health fun.

    - 36 lessons x 6 sites (30 youth/site) = 180 youth/year
        - 180 youth/year x 2 years = 360 youth served total
    - $30,170 total for 2 years of CATCH programming
        - $7,084 in staffing costs/year x 2 years = $14,168
        - $8,001 in supply costs/year x 2 years = $16,002

- **Community-Based Programming:** Increase enrichment opportunities for students from low income and BIPOC households to engage in free, high quality, year-round out-of-school time programming at the Harbor Highlands Community Center and Gary New Duluth Recreation Center. Create new opportunities to engage in and with the community.

    - Guest speakers and field trip fees for Harbor Highlands Community Center once per month throughout the 2022-2023 school year and both Harbor Highlands and Gary New Duluth Recreation Center in the 2023-2024 school year. Speakers and field trips may be educational, such as the Great Lakes Aquarium or the Duluth Public Library, or recreational such as Spirit Mountain.
        - Speakers or field trip Fees: 30 students x $5/ student=$150 budget per month per site
            - $1,800 for 2022 – 2023, $3,600 for 2023 – 2024
            - $5,400 total for 2022-2024
        - Transportation fee $300/trip (up to 65 students per trip)
            - $3,600 for 2022 – 2023, $7,200 for 2023 – 2024
            - $10,800 total for 2022-2024

- **KEY Zone:** Increase opportunities for students to engage in high quality out-of-school time programming during the school year. Services will focus on KEY Zone Laura MacArthur, Myers Wilkins, and Stowe Elementary.

    - Scholarships for 10 students from each location to receive free high-quality care full time through KEY Zone in the 2022-2023 and 2023-2024 school years.
        - Students will be referred to the program as needing additional support from ISD 709 staff or families may apply directly
        - 30 students x $185 for 9 months = $49,950/year

    - Additional enrichment opportunities through guest speakers brought to each site once per month throughout the 2022-2023 and 2023-2024 school years.

        - Approximately 40 youth x $5/youth = $200 per month per site x 3 sites = $600 per month
        - $5,400 for a 9-month school year at three sites
        - $10,800 for 18 months, covering 2 school years

    - Supplemental healthy snacks, fruits and vegetables, for KEY Zone sites that receive district-provided snacks that do not include fresh fruits or vegetables. All sites supported have a high percentage of students receiving free/reduced price lunch.
        - Approximately 120 youth x .30/child daily = $720 per month
        - $6,480 for a 9-month school year
        - $12,960 for 18 months, covering 2 school years.

- **Swim Lessons:** Free 6-week Safety Around Water swim lessons for 144 children over two years at Laura MacArthur KEY Zone, Piedmont KEY Zone, Valley Youth Center, Duluth Community School Collaborative, Lincoln Park Childrens and Families Collaborative, Steve O'Neil, Boys and Girls Clubs, or Harbor Highlands.

    - $52.50 per 6-week lesson per youth
        - $36.75/lesson will be in-kind support from the Y
    - 12 kids/lesson x $52.50/kid x 6 lessons/year x 2 years = $7,560
        - $5,292 in-kind support from the Y
    - Transportation = $62.50/day if provided in Y van
        - $50 staffing + $12.50 milage = $62.50 x 72 days = $4,500

Proposed Budget

Service	Details	Amount
Camp Miller Scholarships	10 students in the summer of 2022 and 40 students in the summer of 2023 receive a free week of camp	$21,550
Camp Miller MEA Break	50 students in fall 2022 and 50 students in fall 2023 attend special MEA break camp	$13,600
CATCH Kid's Club	360 students at 6 sites will receive a total of 72 nutrition and healthy lifestyle lessons from September 2022 - June 2024	$30,170
Community Program Enhancements	60 youth will experience additional enrichment opportunities through guest speakers at Harbor Highlands and Gary New Duluth from September 2022 - June 2024	$16,200
KEY Zone Scholarships 2022-2023	30 youth access (10 per site Laura MacArthur, Myers Wilkins, and Stowe Elementary) receive free high-quality care full time	$49,950
KEY Zone Scholarships 2023-2024	30 youth access (10 per site Laura MacArthur, Myers Wilkins, and Stowe Elementary) receive free high-quality care	$49,950

	full time	
KEY Zone Program Enhancements	120 youth will experience additional enrichment through guest speakers at 3 KEY Zone sites 2022-2024	$10,800
KEY Zone Healthy Snacks	120 youth will experience fresh fruits and vegetables daily (40 per site Laura MacArthur, Myers Wilkins, and Stowe elementary)	$12,960
Swim Lessons	144 students from afterschool programs receive free swim lessons from September 2022 - June 2024	$12,060
	Total	**$217,240**

Contact

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218-241-8008 ext. 505

Melissa Fanning
Community Services Executive Director
mfanning@duluthymca.org
218-722-4745 ext. 107

Duluth Area Family YMCA
302 W 1st St
Duluth, MN 55802

John Magas 7/25/22

John Magas, Superintendent

Jill Lofald, Board Chair

Budget Code
01 E 005 203 161 305 205

LEASE
between
NORTHWOOD CHILDREN'S SERVICES
DULUTH, MINNESOTA
and
INDEPENDENT SCHOOL DISTRICT NO. 709

THIS INDENTURE OF LEASE, effective the 1st day of July, 2022 by and between Northwood Children's Services, a Minnesota Corporation, party of the First Part, hereinafter called Lessor, and Independent School District #709, a public corporation, party of the Second Part, hereinafter called the Lessee.

WITNESSETH:

In consideration of the covenants, conditions and promises hereby mutually undertaken to be kept and performed by the parties, Lessor hereby demises and leases, and Lessee herby hires and takes the following described premises situated in the City of Duluth, County of St. Louis and State of Minnesota, to wit:

A school building located at 4000 West 9th Street, designated as Merritt Creek Academy having a floor space of 24,995 square feet on approximately 60 acres of land, together with the free and unmolested right to sidewalks, driveways, playgrounds, and parking lots also part of the Merritt Creek Academy of Northwood Children's Services or belonging thereto, all being collectively referred to as the demised premises.

TO HAVE AND TO HOLD THE SAME, unto the said Lessee, for a period of three (3) years from the 1st day of July, 2022, until the 1st day of July, 2025, with the following terms and conditions and covenants, to-wit:

1. Rent. The Lessee agrees to pay to the Lessor in lawful money of the United States, during the lease term and extensions thereof, a net annual rent (hereinafter called net rent) as follows:

> For the years of the lease, commencing July 1, 2022, and ending June 30, 2025, the sum of One hundred ten thousand, fifty and 00/100ths Dollars ($110,050) per twelve (12) month period. Rent shall be payable in equal monthly installments on the first day of each month in advance.

2. Use of Premises. The Lessee will use and occupy said premises for the purposes of Special Education and Regular Education School Programs for students receiving services through Northwood Children's Services and other services and programs incidental thereto, and for no other use or purpose without the written consent of Lessor, and Lessee shall not use the premises for any purpose in violation of any federal, state, or municipal statute or ordinance, or of any regulation, order, or directive of a governmental agency, as such statutes, ordinances,

Section 2. Use of Premises - continued.
regulations, orders, or directives now exist or may hereafter provide, concerning the use and safety of the demised premises.

3. Assignments and Subletting. Without the prior written consent of Lessor, Lessee shall not assign this lease, or sublet or grant any concession or license to use the premises or any part thereof. Use of the premises by ISD 709 in accordance with the terms of its charter from Northwood Children's Services shall not be a violation of this clause. A consent by Lessor to one assignment, subletting, concession, or license shall not be deemed a consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of Lessor, or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option, terminate this lease.

4. Improvements. It is hereby agreed that the Lessee may install computers and telephonic, and other equipment related cabling in the demised premises, and may make other alterations to the premises, provided Lessee provides Lessor with a written description and or design of such installation, which must be approved in writing by Lessor, which approval will not be unreasonably withheld. No other alteration, addition, or improvement to the leased property shall be made by the Lessee without the written consent of the Lessor. Any alteration, addition, or improvement made by the Lessee after such consent shall have been given, shall be made at the sole expense of the Lessee, and the Lessee shall and will in each instance save said Lessor and said premises forever harmless and free from all costs, damages, loss and liability of every kind and character which may be claimed, asserted or charged, including liability to adjacent owners based upon the acts of negligence of said Lessee or its agents, contractors or employees, or upon the negligence of any other person or persons in or about said premises or upon the failure of any or either of them to observe and comply with the requirement of the law or with the regulations of the authorities in the said City of Duluth and will preserve and hold the Lessor and said premises forever free and clear from liens for labor and material furnished.

All such alterations, additions and improvements made by the Lessee and any fixtures installed as part thereof, (except as otherwise provided) shall at the Lessor's option become the property of the Lessor upon the expiration or other sooner termination of this lease; provided, however, that the Lessor shall have the right to require the Lessee to remove such fixtures at the Lessee's cost upon such termination of this lease. The Lessee may remove all furniture and other school office and/or communication and data processing equipment and apparatus (owned by the Lessee) whether attached or not, but after removal of same agrees to repair all damage caused by such removal and to deliver said demised premises to the Lessor in as good order and condition as the same were in on the date the lease term commenced or were thereafter put in by the Lessor, reasonable wear and tear excepted provided, however, Lessee may not remove the electrical, voice, and data cabling that services such equipment.

5. Right to Enter. The Lessor shall have reasonable right to entry to demised premises at any time for the purposes of examining or exhibiting the same or to make any needful repairs or alterations, but the making of any repairs, or exhibiting of the premises shall not unnecessarily interfere with the Lessee's use of the premises nor the conducting of the Lessee's business therein. The Lessor shall make repairs as provided herein on the same timetable and basis consistent with repairs it makes in other Northwood school facilities, and the Lessor shall not be liable to the Lessee, or any other person or persons, if said repairs are completed on this basis.

6. Liability of Lessor and Lessee. The Lessee shall defend and indemnify Lessor and save, protect and hold Lessor harmless from any and all liability, loss, damage, expense (including legal expenses and reasonable attorneys fees), cause of action, suits, claims or judgments arising from injury to persons or property, resulting from or based upon Lessees use of the demised premises and/or the acts of its employees or others under its supervision. Lessor shall defend and indemnify Lessee and save, protect and hold Lessee harmless from any and all liability, loss, damage, expense (including legal expenses and reasonable attorneys fees), cause of action, suits, claims or judgments arising from injury to persons or property, resulting from or based upon Lessor's maintenance or use of the demised premises and/or the acts of its employees or others under its supervision.

7. Condition of Premises. Responsibility to keep the demised premises in good repair and in good sanitary conditions during said term shall be apportioned as set forth in the attached schedule. Neither party will in any manner deface or injure said demised premises, or any part thereof, or do or permit anything to be done upon said premises or in the passageways, area-ways, sidewalks or streets adjacent thereto, that will amount to or create a nuisance. Lessee will not use said premises or permit the same or any part thereof to be used for any purpose contrary to the laws, ordinances or regulations of the United States of America or the State of Minnesota, or the City of Duluth or County of St. Louis, or of any rules or regulations of any boards or offices of said city or county. Lessee further agrees to return said premises peaceably and promptly to the Lessor at the end of the term of this lease, or at any pervious termination thereof, in as good condition as the same are now in or may hereafter be put in, when not due to failure, on part of the Lessor, to perform maintenance and operations as required by other sections of this lease, and ordinary wear excepted.

8. Utilities. All utilities shall be paid as noted on the attached Schedule.

9. Unsafe Conditions, Condemnations and Eminent Domain. The Lessor hereby agrees that if any governmental authority has condemned or does condemn the demised premises or any part thereof as being unsafe or as not in conformity with any applicable law or regulation, and such a condition is the responsibility of Lessor and not caused by Lessee, the Lessor, at its own cost and expense, will immediately make such changes, alterations or repairs as may be necessary to comply with such law or regulation and if, during the course of such changes, alterations or repairs, Lessee is deprived of the use of any or all of said premises, the rent shall be abated during the period of deprivation in proportion to the part of the premises made untenantable. The Lessee further agrees that if the demised premises, or any part thereof, or any part of the improvements of which they form a part, shall be taken for any street or other public

Section 9. Unsafe Conditions, Condemnations and Eminent Domain – continued.
use, or shall during the continuance of this lease be destroyed by the action of the public authorities, then this lease and the term demised shall thereupon terminate.

10. Fire and Casualty. It is agreed between the Lessor and the Lessee that if during the term of this lease the demised premises or the improvements thereon shall be injured or destroyed by fire or the elements, or through any other cause, so as to render the demised premises unfit for occupancy, or make it impossible to conduct the business of the Lessee thereon, or to such an extent that they cannot be repaired with reasonable diligence within thirty (30) days from the happening of such injury, then the Lessor or the Lessee may terminate this lease and the term herein demised from the date of such damage or destruction, and the Lessee shall immediately surrender the demised premises and all interest therein to the Lessor, and the Lessee shall pay rent only to the time of such surrender; and in case of any such destruction or injury the Lessor may re-enter and repossess the demised premises discharged of this lease, and may dispossess all parties then in possession thereof. But if the demised premises can be restored within sixty (60) days from the happening of the injury thereto, and the Lessor within fifteen (15) days from the occurrence of such injury elects in writing to so repair or restore said premises within sixty (60) days from the happenings of the injury thereto, then this lease shall not end or terminate on account of such injury by fire or otherwise, but the rent shall not run or accrue after the injury and during the process of repairs, and up to the time when the repairs shall be completed, except only that the Lessee shall during such time pay a pro rata portion of such rent apportioned to the portion of the demised premises which are in condition for occupancy or which may be actually occupied during such repairing period. In any event, the Lessee may, in the alternative, require that the Lessor, during the period of said repairs, provided other facilities which the Lessor owns and which are reasonably available or extend the period of the lease to complete the school year to enable the Lessee to conduct its school program. If, however, the demised premises shall be so slightly injured by any cause aforesaid, as not to be rendered unfit for occupancy, then the Lessor shall repair the same with reasonable promptness, and in that case the rent shall not cease or be abated during such repairing period. All improvements or betterment's placed by the Lessee on the demised premises shall, however, in any event, be repaired and replaced by the Lessee at his own expense and not at the expense of the Lessor.

11. Cancellation. This lease may be canceled and terminated as follow:

a. Upon 60 days written notice by Lessee to Lessor and subsequent payment by Lessee to the Lessor of any amounts owed up to the effective date of the cancellation.

b. In accordance with other provisions herein.

12. Insurance. Lessor agrees to provide and secure at Lessor's expense such insurance as in the Lessor's judgment may be proper and necessary to protect against any loss, damage or destruction to the building or any other insurable portion of the demised premises. The Lessee may be responsible for any deductible amount not covered by Lessor's insurance, up to $25,000 per occurrence, for any loss, damage or destruction of the building attributable to the acts of its employees or others under its supervision. Lessee shall maintain sufficient commercial general

Section 12. Insurance – continued.
liability insurance, in the amount of or greater than One Million Dollars ($1,000,000) to protect both Lessor, as named additional insured, and the Lessee from all claims for property damage, and or personal injury, including death, whether the claims are under a workmen's compensation act or otherwise, which may arise from the Lessees operations, practices or by visits from the public under this lease. Lessee shall also maintain personal property insurance sufficient to cover any damage or injury to Lessee's equipment or other personal property on the premises owned by the Lessee, and covered by the terms of this lease. Lessee shall file certificates of this insurance with Lessor, if Lessor so requires, on 30 days' written notice to Lessee. The Lessor and the Lessee hereby mutually waive as against each other any claim, action or cause of action for any loss, cost, damage or expense which may arise during the term hereof as a result of occurrence of perils covered by the Minnesota Standard Fire Insurance Policy and extended coverage endorsements.

13. Default. If default shall be made by Lessee or Lessee's successors or assigns in the payment of the rent herein reserved, and that default shall continue for sixty (60) days after notice thereof in writing to Lessee or Lessee's successors or assigns; or if a breach other than in the payment of rent shall be made in the terms and conditions herein to be performed by Lessee or Lessee's successors and assigns, and the breach shall continue for 60 days after notice thereof in writing to Lessee: then and in either event the right of Lessee to the possession of the demised premises shall terminate upon the expiration of an additional 30 days at option of Lessor, and the mere retention or possession thereafter by Lessee shall constitute a forcible detainer, and if Lessor so elects, but not otherwise, this lease shall thereupon terminate.

Upon termination pursuant to this Section, the Lessor may lease or re-let the premises in whole or in part, or the buildings and improvements thereon, to any tenant or tenants that may be satisfactory to Lessor for any duration and for the best rent, terms, and conditions as Lessor may obtain. The acceptance of any tenant or the making of any lease by Lessor shall be conclusive of the exercise of proper discretion by Lessor. In the event of a re-entry, Lessor shall credit the rent actually collected by the Lessor from such re-letting on the rentals stipulated to be paid under this lease by the Lessee from time to time, and may collect from the Lessee any balance remaining due from time to time on the rent reserved under this lease, charging to the Lessee such reasonable expenses as the Lessor may expend in putting the premises in tenantable condition.

Lessor shall not be under any obligation to repossess the demised premises during any period wherein Lessee is in default, and the foregoing provisions regarding the repossession and management of the building and improvements and the disposition of rents thereof by Lessor are made to operate only in the event Lessor shall elect to repossess the premises.

14. Waiver of Consent. The failure of the Lessor or Lessee to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any rights or remedies that the Lessor or Lessee may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

15. Ownership and Possession. Lessor covenants that it is lawfully seized of the demised premises and has full right and power to enter into this lease for the full term and upon all the conditions herein contained, and will deliver full and complete possession of the demised premises upon the commencement date of the lease, and that Lessee, on paying the said rent and performing the covenants agreed to be performed, shall and may peaceably and quietly have, hold and enjoy the demised premises for the said term and for the use and purpose leased hereunder. Lessor covenants that the Lessee at all times shall have unobstructed and adequate means of ingress and egress between each of the entrances to the demised premises and a public street or public highway.

16. Notices. Whenever notice, demand or communication shall be required to be given to the Lessee, it shall be deemed sufficient for that purposes to deliver by means of overnight delivery by established company, or mail such notice by certified mail, return receipt requested, to Lessee addressed to: Independent School District #709, 215 North First Avenue East, Duluth, Minnesota 55802 or as Lessee may from time to time designate in writing, and notice given as aforesaid shall be sufficient service thereof.

Whenever notice, demand or communication is to be given to or made on the Lessor, it shall be deemed sufficient for the purpose to mail by certified mail, return receipt requested, such notice to the Lessor addressed to: Northwood Children's Services, 714 West College Street, Duluth, Minnesota 55811, or as Lessor may from time to time designate in writing and notice given as aforesaid shall be sufficient service thereof.

17. Other Matters. The schedule attached hereto is a part of the lease and shall supersede any inconsistent provisions set forth hereinabove.

IN WITNESS WHEREOF, the parties hereto have executed this lease and affixed their seals thereto, the day and year first above written.

NORTHWOOD CHILDREN'S SERVICES Lessor	INDENDEPENT SCHOOL DISTRICT No. 709 Lessee
Eric W. Berg 8/4/2022 Eric Berg, Board Chair Date	Jill Lofald, Board Chair Date
7/29/22 Richard Wolleat, Date President & Chief Executive Officer	Anna Oswald, Clerk of the Board Date

SCHEDULE

THIS SCHEDULE is attached to and is a part of that certain Lease Agreement of even date herewith by and between NORTHWOOD CHILDREN'S SERVICES, as Lessor, and INDEPENDENT SCHOOL DISTRICT NO. 709, as Lessee, and relating to school known as Merritt Creek Academy.

1. Merritt Creek Academy – Utilities and Other Services. The parties shall be responsible and pay for the following services as indicated.

		Lessor		Lessee
a.	Heat	X		
b.	Water	X		
c.	Sewage	X		
d.	Electricity	X		
e.	Telephone			X
f.	Lawn Care	X		
g.	Garbage Removal	X		
h.	Snow Removal	X		
i.	Janitorial Service	X		
j.	Security	X		
k.	Other (as agreed once specified)	X	and/or	X

2. Merritt Creek Academy – Repair and Maintenance. The parties shall make repairs and maintain the premises as follows:

		Lessor	Lessee
a.	Windows	X	
b.	General Exterior	X	
c.	Roof	X	
d.	Structural	X	
e.	Interior of Leased Premises	X	
f.	Parking Lot and Driveway	X	
g.	Sidewalks, drainage & lawns	X	
h.	Interior Plumbing of Leased Premised	X	
i.	Exterior Plumbing of Leased Premises	X	
j.	Electrical of Leased Premises	X	
k.	Heating and Mechanical	X	
l.	Replacement of existing desks, chairs, school equipment		X

3. Insurance. Parties shall secure and pay for insurance as follows:

   a. Lessor agrees to secure and keep in force from and after the date Lessor shall deliver possession of the demised premises to Lessee and throughout the lease term, at Lessor's own cost and expense (1) comprehensive general and commercial liability insurance on an occurrence basis with a minimum limit of liability in an amount of $1,000,000, including water damages and legal liability. Lessee may be responsible for any deductible amount not covered by Lessor's insurance, up to $25,000 per occurrence, for any loss, damage or destruction of the building attributable to acts of its employees or other under its supervision. Lessee should also carry personal property insurance to cover equipment or other personal property owned by the Lessee.

   b. Fire and extended coverage on the building structure on the leased premises shall be at its insurable value and secured and paid for by X Lessor ___Lessee except that the Lessee may be responsible for any deductible amount not covered by Lessor's insurance, up to $25,000 per occurrence, for any loss, damage or destruction of the building attributable to acts of its employees or others under its supervision.

4. Relationship of Parties. Nothing contained in this lease shall be deemed to constitute or be construed or implied to create the relationship of principal and agent, partnership, joint venture or any other relationship between the parties hereto other than the relationship of Lessor and Lessee.

5. Parking. Parking related to the Lessee needs shall be the sole responsibility of the Lessee. Any parking allowed on property shall be in accordance with applicable local ordinance and laws, and any damage to turf caused due to the Lessee allowing parking to occur on other than designated paved surfaces shall be repaired and the turf restored and cost paid by the Lessee.

6. Examination of Premises. The Lessee has made his own inspection of the premises and hereby agrees to accept the premises as they are, subject to the following notices.

7. Notices. The parties agree that any notices under this lease shall be addressed as follows:

Lessor: President & CEO
Northwood Children's Services
714 W. College Street
Duluth, Minnesota 55811

Lessee: Director of Business Services
Independent School District No. 709
215 North First Avenue East
Duluth, Minnesota 55802

Notices shall be deemed given for purposes of Paragraph 16 upon certified mailing, standard overnight delivery by and established company, or personal delivery service, with written receipt.

Lessor/Security Party

Northwood Children's Services
714 West College Street
Duluth, Minnesota 55811

LESSOR:

Eric W. Berg 8/4/2022
Eric Berg, Board Chair Date

7/26/22
Richard Wollcat, President & CEO Date

Lessee/Debtor

Independent School District No. 709
215 North First Avenue East
Duluth, Minnesota 55802

LESSEE:

Jill Lofald, Board Chair Date

Anna Oswald, Clerk of the Board Date

ICS ISD 709 Duluth Public Schools	**ISD #709** 40 **Duluth Public Schools** **HOCHS Relocation Project**
	Monthly Progress Report July 2022
Project(s) Address: 730 E Central Entrance, Duluth, MN 55802	

Recent Progress and Activities:

- The Facilities remodel project construction progress:
  - The roof has been completed with exception of the remaining ballast at the new loading dock bump out.
  - Rooftop condensing units were installed and connected.
  - The generator pad was poured and is awaiting the arrival of the generator unit.
  - Exterior doors and hardware have commenced.
  - Finished flooring has been completed throughout.
  - The existing parking lot has been removed and site grading is in progress.
- The Public Roadway/DSC/Transportation project construction progress:
  - The DSC elevator pit has been constructed and the elevator sump pump location verified.
  - The foundation walls, waterproofing, insulating, and backfill have been completed for the DSC.
  - Footing and foundations at Transportation commenced and are scheduled to be completed in August.
  - MN Power completed the conduit installation for the future transformers for DSC and Transportation.
  - Precast and steel erection is in full swing for the DSC building.
- Demolition of Central High School:
  - Secure enclosures have been constructed and asbestos abatement is underway. Twin Ports is providing air monitoring services for the duration of the abatement scope.
    The low bid contractor was formally awarded to perform the complete demolition of Central High School. This demolition will include restoration of the site to adjacent grades. Demolition is scheduled to commence in November of 2022.

Upcoming Activities and Next Steps:

- Upcoming construction scope:
  a. Facilities:
     i. Canopy installations once delivered (lead time TBD).
     ii. Exterior doors and hardware to be finished.
     iii. The roofing of the loading dock bump out.
     iv. Air Handler Units are scheduled to arrive in August and be immediately installed.
  b. DSC/Transportation/Roadways:
     i. Continuation of site grading.
     ii. Foundations for Transportation will be ongoing.
     iii. Structural slab for Transportation will commence.
     iv. Ongoing underground plumbing, electrical, and utilities.
     v. Precast & steel erection for Transportation and DSC will be ongoing

ISD 709 Duluth Public Schools
ICS

Printed on Wed Aug 3, 2022 at 03:55 pm CDT
41
Job #: S20120C DSC & Transportation - Duluth Schools
730 E Central Entrance
Duluth, Minnesota 55811



Description

DSC Steel Erection

Taken Date

07/28/2022 at 03:07 pm

Uploaded By

Jason Johnson

Upload Date

07/28/2022 at 03:08 pm

File Name

290FBBF1-17C1-4E19-A3D0-4F63...



Description

Step Footings at Transportation

Taken Date

07/28/2022 at 03:05 pm

Uploaded By

Jason Johnson

Upload Date

07/28/2022 at 03:06 pm

File Name

BCF3C881-1C32-4DE3-8FDF-684...



Description

Precast Installation Continued - DSC

Taken Date

07/28/2022 at 02:58 pm

Uploaded By

Jason Johnson

Upload Date

07/28/2022 at 02:59 pm

File Name

7C7C6E90-3831-4956-A621-D12...



Description

Transportation Footing and Foundation Wall

Taken Date

07/28/2022 at 02:57 pm

Uploaded By

Jason Johnson

Upload Date

07/28/2022 at 02:58 pm

File Name

436F793E-9D95-401A-9B30-71D...



Description

Precast and Steel DSC Progress

Taken Date

07/25/2022 at 12:42 pm

Uploaded By

Nathan Norton

Upload Date

07/25/2022 at 12:45 pm

File Name

14602B44-A756-4F35-9503-412F...



Description

DSC Precast

Taken Date

07/25/2022 at 12:32 pm

Uploaded By

Nathan Norton

Upload Date

07/25/2022 at 12:32 pm

File Name

876FFDD6-FE00-408B-8DF6-64B...

GREG Follmer COMMERCIAL REAL ESTATE
230 East Superior Street • Duluth, MN 55802 • 218.310.0013 • gregfollmer@gmail.com

July 7, 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"

- Back on the Market
- All marketing in place and active

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

Expenditure Contracts Signed
July 2022

For your information, the Superintendent or the CFO, Executive Director of Business Services has signed the following expenditure contracts during the above timeframe.

*** Not to Exceed**: If asterisk is noted, then the contract has a guaranteed maximum price; District may not pay more than the dollar amount listed (this does not mean the vendor will invoice this amount and may invoice much less).

**** Contract is paid via monies from:**
DR = Department Restricted (LTFM, Indian Education Funds, Compensatory, Achievement Integration)
DU = Department Unrestricted (General Fund)
G = Grant (external grants from foundations such as Northland, Duluth Superior Area Community)
SAF = Student Activity Funds (monies raised by students, gate fees, etc.)

Name	Amount*	Contract Source**	Description
Per Mar Security Services	TBD	Facilities	Furnishing security officer service at 730 East Central Entrance (New DSC Bproperty) Paid using PO
VelocityEHS	$19,000.75*	Facilities (DR)	Quote #Q-145730 – On-Site Chemical Inventory (District-Wide)
Horizon Commercial Pool Supply	$2,782.50*	Facilities (DR)	Quote #QUO601 – Lincoln Park MS Drain Cover Replacement
CWD	$75,000.00*	Technology (DU)	Duluth Public Schools – 2022.06 – Boardroom AV Install Paid using PO
CDW	$4,873.00	Technology (DR)	Duluth Public Schools – 2021.01 – E-Rate PAN Services
Arctic Wolf Networks	$53,884.12	Technology (DU)	Service used for cyber insurance purposes
International Alliance Group	TBD	Elem. TLE (DU)	Recruitment of international teachers for Spanish immersion program
Houck Transit Advertising	$19,200.00*	Public Relations (DR)	Full DTA Bus wrap
Duluth Community School Collaborative	$5,000.00*	OEE (DR)	DCSC will provide a six week, no-cost summer camp for 60 Myers-Wilkins students
Joe Keno, LLC	$2,000.00*	Indian Education (DR)	Planning and participation of two-day American Indian Education summer program extended field trip

Lake Superior College	TBD	Curriculum (DU)	Minnesota State Colleges and Universities Concurrent Enrollment Contract
Fond du Lac Tribal and Community College	TBD	Curriculum (DU)	Minnesota State Colleges and Universities Concurrent Enrollment Contract
Seesaw	$17,820.00*	Curriculum (DR)	Seesaw for schools – workbook materials used for blended learning
University of Minnesota	$5,000.00*	Curriculum (DR)	One five-hour workshop covering PRESS class wide & tier 2 Spanish interventions on 7/27/22
Reclaiming Youth at Risk	$3,500.00*	Special Services (DR)	Six-hour training service/presentation (Day 1)
Reclaiming Youth at Risk	$3,500.00*	Special Services (DR)	Six-hour training service/presentation (Day 2)
Soliant	$1,000.00*	Special Services (DU)	VocoVision telepractice stations
MedTox Laboratories, Inc.	TBD	Finance (DR)	Drug testing services -- Effective 8/1/22 fees will increase 7%
Island Sea Recording	$2,000.00*	East HS (DU)	Recording of Choir Performance
Patrick Mulcahy	$2,500.00*	East HS (DU)	Work on theatre design/lighting
Lake Superior College	$7,600.00*	Duluth Adult Education (DU)	Providing support/instruction for DAE program
UDAC Lease	$31,000.00*	Special Services (DR)	Providing space and programming for Early Childhood Screening. This is a 1-year lease with 2 auto renewals. The amount reflects the entire term.
City of Duluth – Washington Rec Center	$7,795.66*	Comm Ed (DR)	Renewal lease for FY 2023-25 – services provided at Washington Rec Center
Duluth Community School Collaborative	$12,500.00*	Myers-Wilkins ES, Lincoln Park MS, Denfeld HS (DU)	Paid for by grant funding that has already been accepted. DCSC will support the Full-Service Community School Sites to continue and/or establish programs and partnerships.
Duluth Community School Collaborative	$270,000.00*	Myers-Wilkins ES, Lincoln Park MS, Denfeld HS (DU)	Paid for by grant funding that has already been accepted. DCSC will support the Full-Service Community School Sites to continue and/or establish programs and partnerships.

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PER MAR SECURITY SERVICES

Physical Security Temporary Services Contract

This agreement is made and executed this 19th day of July , 2022, by and between Per Mar Security & Research Corp., an Iowa Corporation (hereinafter called "Per Mar") and Duluth School District #179 (hereinafter called "Client") for the period of minimum of 30 days. Whereas, Client maintains and operates a School in the City of Duluth, County of St. Louis County. State of MN.

Now, for the consideration set forth, the following is agreed by and between the parties:

1. That Client engages Per Mar to furnish Security Officer service at the Client location in 730 East Central Entrance, Duluth MN 55811 and associated address within School .

2. Without limiting responsibility of Per Mar for the proper conduct of the Security Officers and the protection of the protected property, the conduct of the Security Officers is to be guided by policy and rules agreed upon between Client and Per Mar; and such other special written instructions applicable to the services as may be agreed upon by the parties from time to time.

3. Per Mar is responsible for the direct supervision of its Security Officers through its designated agent at the premises to which this contract relates and such agent will in turn be available at all reasonable times to report and confer with the designated agent of the Client with respect to the services.

4. Per Mar agrees that the protection services covered by this contract shall be performed by qualified employees in conformity with practices current in the security industry. Per Mar further agrees that, upon request from Client, Per Mar will remove from service hereunder any of its employees who, in Client's opinion, has displayed unacceptable conduct, as quickly as a qualified replacement is available.

5. All personnel required for the performance of this agreement shall be employees of Per Mar, and Per Mar shall be responsible for the payment of compensation, payroll taxes (federal, state and local), worker's compensation and liability premiums. Where required, Per Mar shall be responsible for the furnishing of uniforms and identification badges.

6. Client will pay Per Mar as set forth in the following schedule of billing rates. Per Mar's invoices are payable upon presentation to Client, without deduction or offset of any kind or nature whatsoever. Client agrees to pay Per Mar interest at one and one-half percent per month or such maximum amount as permitted by law, whichever is less, on any invoice not paid within thirty days of invoice date. In the event Per Mar incurs costs associated with enforcing this or any other provision of this agreement, the costs, to include attorneys fees will be paid by the Client.

Position Hourly	Rate	Overtime & Holiday Rate
Security Officer	$34.75 per hour	$52.12 per hour

In addition to the schedule of billing rates provided herein, the Client shall pay any sales or service taxes which Per Mar is required to charge under applicable laws. Per Mar shall invoice Client for services weekly.

7. It is understood and agreed by the parties hereto that Per Mar is not an insurer and that insurance, if any, covering personal injury and property loss or damage on Client's premises shall be obtained by Client; that Per Mar is being paid for security services designed to augment Client's overall security program and that the amounts being charged by Per Mar are not sufficient to warrant against loss; and that Per Mar does not assume responsibilities for any losses which may occur unless due to Per Mar's sole negligence.

8. This agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof superseding all prior representations, understandings, discussions, negotiations, commitments, and agreements of any kind. The undersigned representatives have express authority to bind their companies with respect to all matters requiring approval or authorization of the above terms and conditions.

Per Mar Security & Research Corp.
P.O. Box 4227
Davenport, Iowa 52808

DocuSigned by:
By: Randall Olson
A5A97C65C7434E5...

Name: Randall Olson

Title: G/M

ISD #179
4316 Rice Lake Road
Duluth, MN 55811

DocuSigned by:
By: John Magas
BC3FA7AD6E9C40F...

Name: John Magas

Title: Superintendent

PMS8536 Rev 01/29/2013

PER MAR SECURITY SERVICES

Date: 7/19/2022

Date: 7/19/2022

DocuSigned by:
David Spooner
1AFAF2483495423...

Manager of Facilities

7/19/2022

DocuSign Envelope ID: 55181453-C706-4F6A-A671-84AB39D6540A

July 11, 2022

VelocityEHS
Attn: Nicole Zancani
222 Merchandise Mart Plaza, Suite 1750
Chicago, IL 60654

RE: QUOTE #Q-145730 – On-Site Chemical Inventory - District-Wide

Dear Ms. Zancani:

Attached please find a copy of the agreement between ISD #709 and VelocityEHS for the above referenced project. After review and if you concur, please, sign and date the following items where indicated, **via DocuSign** by **July 12, 2022:**

- **Agreement**

Provide the following by **July 12, 2022** (please email to laura.smithtremble@isd709.org):

- **Certificate of Insurance** (ISD #709 must be named as Certificate Holder and Additional Insured on the Policy) - **RECEIVED July 11, 2022 - EXP 12/12/2022**

- Please note the change of address for ISD 709:

  4316 Rice Lake Road, Suite 108
  Duluth, MN 55811

Once fully executed and the above referenced documents are received, a copy of the Agreement will be emailed to you via DocuSign **which will also serve as your Authorization to Proceed**.

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office)

If you have any questions, please call me at 218-336-8907.

Sincerely,

David J. Spooner
Manager of Facilities
DJS/lst

DocuSign Envelope ID: 55181453-C706-4F6A-A671-84AB39D6540A

AGREEMENT

THIS AGREEMENT made and entered into this 11th day of July, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and **VelocityEHS**, 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 upon full execution of this agreement and all requirements and shall remain in effect until project is complete, 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.** Perform all work as defined in QUOTE # Q-145730 - On-Site Chemical Inventory for a lump sum of $19,000.75 based on work scope details provided by ISD 709, and covers all related travel and administrative expenses as well as the estimated on-site labor hours needed (not to exceed 74 hours) to inventory approximately 1190 chemicals at 8 distinct locations. No additional charges will be incurred without prior approval from ISD 709 Facilities Management.

This Contract consists of the following:

1. Printed Memorandum of Agreement and Title Sheet;
2. Contractor's proposal Q-145730;
3. Contractor's Insurance Policy;
4. Any other documents identified by District.

3. **Background Check. N/A**

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 the 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 for a lump sum of $19,000.75. 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

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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. 52

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 receipt of all required backup documentation and 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: David Spooner, 215 North 1st Avenue East, Duluth, MN 55802.

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 VelocityEHS, 222 Merchandise Mart Plaza, Suite 1750, Chicago, IL 60654.

DocuSign Envelope ID: 55181453-C706-4F6A-A671-84AB39D6540A

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. **Compliance with Laws.** The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of the District. Those governing laws include but are not limited to Minnesota Statute 16C.05 (5) (formerly 1998 Minnesota Laws Ch. 386, Art. 1 Section 6) which Statute presently provides that the books, records, documents and accounting procedures and practices of the vendor or other party, that are relevant to the Contractor transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. The other provisions of the Statute also apply.

The Contractor recognizes that, to the extent that competitive vendor requirements apply to this Contract, those requirements apply to the award and performance of this Contract.

The Regulations of the District are incorporated into this Contract by reference and must be complied with whether or not specifically identified in this Contract.

15. **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.

16. **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.

17. **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.

18. **Insurance.** 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 Worker's 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

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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. The District shall be listed as the certificate holder and shall be named an additional insured under said policy and proof of this insurance shall be provided to the District. This insurance shall be in the amount of at least $1,500,000 per occurrence.

Professional Liability: If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work in any way related to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of $1,500,000 each claim.

19. **Bonding.** Contractor shall provide such Payment and Performance Bonds as required.

20. **Representatives of District.** The Contractor shall perform work pursuant to this Agreement pursuant to the request and authority of the following persons:

ISD 709 Employee	Position
Cathy Erickson	CFO/Executive Director of Business Services

The Consultant shall report to the following persons regarding its work pursuant to this Agreement, or the designees:

ISD 709 Employee	Position
David Spooner	Manager of Facilities

21. **Protection of District.** To the extent that work by the Contractor or others on behalf of ISD 709 is to be planned, conducted, supervised or reviewed by the Contractor, the Contractor shall advise ISD 709 if such work:

a. is not being performed pursuant to the plans and specifications, according to the best practice or in accordance with industry standards;
b. should be rejected or modified;
c. should be performed in a different manner and whether other work should be performed;
d. requires ISD 709 to be advised of any other facts or opinions regarding that work.

In all respects, the Contractor shall represent the interests of ISD 709 and act to protect those interests and endeavor to guard ISD 709 against defects, deficiencies and omissions in the performance of the work.

22. **Negotiation, Mediation and Arbitration.** Any disputes between the parties shall first be negotiated. If the parties are not successful in negotiation, they then shall subject the dispute to mediation. If mediation is not successful, then any disputes between ISD 709 and the Consultant shall be resolved through binding arbitration. The arbitration shall be conducted in

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the State of Minnesota, and Minnesota law shall apply. Unless otherwise agreed by the parties, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association. 55

At the option of ISD 709, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, material men and other consultants as may be involved in the dispute. Contractor shall include this paragraph in all its subcontracts dealing with the work of ISD 709.

Following the issuance of a demand for arbitration, any party to the arbitration shall be entitled to use all discovery methods permitted in the Minnesota Rules of Civil Procedures for ISD 709 courts. Once selected, the arbitrator shall hear any discovery disputes regarding discovery unless otherwise agreed by the parties.

23. **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.

DocuSigned by:
Jake Furey
75ED5E0B1CED483...

VelocityEHS | N/A (SSN/Tax ID Number) | 7/12/2022 (Date)

DocuSigned by:
Matthew Johnson
B6DDF2F28A6F40F...

Program Coordinator - Health & Safety | 7/12/2022 (Date)

DocuSigned by:
David Spooner
1AFAF2483495423...

Program Director - Facilities Management | 7/12/2022 (Date)

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

This contract is funded by either:

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

Please check the appropriate line below:

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

05	E	005	865	352	305	000

_____ 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

DocuSigned by:
Catherine A. Erickson
EB8F2CAC8D644B2...

CFO / Superintendent of Schools / Board Chair | 7/12/2022 (Date)

DocuSigned by:
Laurie Smith-Tremble
C67FF62E38904F6...

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July 19, 2022

Horizon Commercial Pool Supply
Attn: Pat Penner
4444 Round Lake Road West
Arden Hills, MN 55112

RE: QUOTE #QUO601 – Lincoln Park MS Drain Cover Replacement

Dear Mr. Penner:

Attached please find a copy of the agreement between ISD #709 and Horizon Commercial Pool Supply for the above referenced project to be performed during either the 1st or 2nd week of August 2022, exact date to be determined once parts arrival time is determined. After review and if you concur, please, sign and date the following items where indicated, **via DocuSign** by **July 20, 2022**:

- **Agreement**

Provide the following by **July 20, 2022** (please email to laura.smithtremble@isd709.org):

- **Certificate of Insurance** (ISD #709 must be named as Certificate Holder and Additional Insured on the Policy)

- Please note the change of address for ISD 709:

  4316 Rice Lake Road, Suite 108
  Duluth, MN 55811

Once fully executed and the above referenced documents are received, a copy of the Agreement will be emailed to you via DocuSign **which will also serve as your Authorization to Proceed**.

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2023)

If you have any questions, please call me at 218-336-8907.

Sincerely,

David J. Spooner
Manager of Facilities
DJS/lst

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AGREEMENT

THIS AGREEMENT, made and entered into this 11th day of July, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and **Horizon Commercial Pool Supply**, 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 July 19, 2022 and shall remain in effect until project completion, 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.** Perform all work as specified in **QUOTE #QUO601 - Lincoln Park MS Drain Cover Replacement**. This contract award is approximately $2,782.50. The bulbs will be ordered and replaced at a future date. **Total Contract award amount is $2,782.50 for the Drain Cover Replacement only.**:

This Contract consists of the following:

1. Printed Memoranda of Agreement and Title Sheet;
2. Contractor's **QUOTE #QUO601**;
3. Contractor's Insurance Policy;
4. Contractor's Affidavit; and
5. Any other documents identified by District.

3. **Background Check. N/A**

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 the 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 based upon the drain cover replacement as defined in QUOTE #QUO601. 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

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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 receipt of all required inspection reports and 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: David Spooner, 4316 Rice Lake Road, 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 Horizon Commercial Pool Supply, 4444 Round Lake Rd West, Arden Hills, MN 55112.

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.

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12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto. 60

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. **Compliance with Laws.** The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of the District. Those governing laws include but are not limited to Minnesota Statute 16C.05 (5) (formerly 1998 Minnesota Laws Ch. 386, Art. 1 Section 6) which Statute presently provides that the books, records, documents and accounting procedures and practices of the vendor or other party, that are relevant to the Contractor transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. The other provisions of the Statute also apply.

The Contractor recognizes that, to the extent that competitive vendor requirements apply to this Contract, those requirements apply to the award and performance of this Contract.

The Regulations of the District are incorporated into this Contract by reference and must be complied with whether or not specifically identified in this Contract.

15. **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.

16. **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.

17. **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.

18. **Insurance.** 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. The District shall be listed as the

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certificate holder and shall be named an additional insured under said policy and proof of this insurance shall be provided to the District. This insurance shall be in the amount of at least $1,500,000 per occurrence.

Professional Liability: If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work in any way related to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of $1,500,000 each claim.

19. **Bonding.** Contractor shall provide such Payment and Performance Bonds as may be required, if any.

20. **Representatives of District.** The Contractor shall perform work pursuant to this Agreement pursuant to the request and authority of the following persons:

ISD 709 Employee	Position
John Magas	Superintendent

The Consultant shall report to the following persons regarding its work pursuant to this Agreement, or the designees:

ISD 709 Employee	Position
David Spooner	Manager of Facilities

21. **Protection of District.** To the extent that work by the Contractor or others on behalf of ISD 709 is to be planned, conducted, supervised or reviewed by the Contractor, the Contractor shall advise ISD 709 if such work:

a. is not being performed pursuant to the plans and specifications, according to the best practice or in accordance with industry standards;
b. should be rejected or modified;
c. should be performed in a different manner and whether other work should be performed;
d. requires ISD 709 to be advised of any other facts or opinions regarding that work.

In all respects, the Contractor shall represent the interests of ISD 709 and act to protect those interests and endeavor to guard ISD 709 against defects, deficiencies and omissions in the performance of the work.

22. **Negotiation, Mediation and Arbitration.** Any disputes between the parties shall first be negotiated. If the parties are not successful in negotiation, they then shall subject the dispute to mediation. If mediation is not successful, then any disputes between ISD 709 and the Consultant shall be resolved through binding arbitration. The arbitration shall be conducted in the State of Minnesota, and Minnesota law shall apply. Unless otherwise agreed by the parties, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association.

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At the option of ISD 709, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, material men and other consultants as may be involved in the dispute. Contractor shall include this paragraph in all its subcontracts dealing with the work of ISD 709.

Following the issuance of a demand for arbitration, any party to the arbitration shall be entitled to use all discovery methods permitted in the Minnesota Rules of Civil Procedures for ISD 709 courts. Once selected, the arbitrator shall hear any discovery disputes regarding discovery unless otherwise agreed by the parties.

23. **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.

DocuSigned by:
Jordan Pinney
6EE7DDB806BE41C...

41-1743611

7/19/2022

Horizon Commercial Pool Supply Signature | SSN/Tax ID Number | Date

DocuSigned by:
David Spooner
1AFAF2483495423...

7/19/2022

Program Director | Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

05	E	225	865	381	350	000

_____ 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

DocuSigned by:
John Magas
DC9FA7AD6E9E40F...

7/19/2022

CFO / **Superintendent of Schools** / Board Chair | Date

DocuSigned by:
Laurie Smith-Tremble
C67FF62E38904F6...

STATEMENT OF WORK

Project Name:	Duluth Public Schools-2022.06-Boardroom AV Install	**Seller Representative:** Dave Donarski +1 (847) 465-6000 davedon@cdwg.com
Customer Name:	Duluth Independent School District No. 709 (MN)	
CDW Affiliate:	CDW Government LLC	
Subcontractor:	SVT	**Solution Architect:**
Date:	June 13, 2022	
Drafted By	Tony Rakittke	

This statement of work ("**Statement of Work**" or "**SOW**") is made and entered into on the last date that this SOW is fully executed as set forth below ("**SOW Effective Date**") by and between the undersigned, CDW Government LLC ("**Provider**," and "**Seller**,") and Duluth Independent School District No. 709 (MN) ("**Customer**," and "**Client**,").

This SOW shall be governed by that certain Sourcewell Vendor Agreement 081419#CDW between CDW Government LLC and Sourcewell effective December 1, 2019 (the "**Agreement**") If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement.

PROJECT SCOPE

Provider will design and install a new divisible meeting space used for Board Meetings and multipurpose. Three rooms will be capable of being used "stand alone" or "combined". Each room will have access to (1) floor box HDMI input, (1) wall HDMI input, and (1) dedicated wireless presentation gateway that shall support app-based sharing supporting iOS and Chrome. When combined any input can be sent to any of the rooms four displays.

- A owner provided room PC will be available as an input to the system and intended to be used multipurpose use.
- Each room will have a wall mounted 10" touch panel for system controls.
- Six ceiling speakers will be installed in each room to provide clear and even sound re-enforcement and program audio playback.
- Room 1 shall have a 137" recessed ceiling projection screen with 8000 lumens laser projector for use when configured for Board meetings. On the side wall the room shall also feature a wall mounted 86" LED.
- Rooms 2 & 3 will each feature a wall mounted 86" LED.
- Two 86" wall mounted displays will be located in the hallway outside of the meeting space.
- Thirteen wireless table microphone bases with 15" goosenecks will be provided to be placed at each of the 12 board members seats, with the thirteenth residing at the the podium for public speakers.
- Two wireless microphone systems will be provided and configured for hand held and clip on bodypack with lapel.
- Wireless microphone shall come with a charging base capable of being put on the network for management.
- A Vaddio IP Shot camera system will be integrated and will support three ceiling mounted PTZ cameras that can be controls from the rooms touch panel. Cameras will be capable of being streamed to the internet (Facebook, YouTube, Other) as well as the capability of them to be tied in to the room PC for use with video conference applications.

- A custom control system shall be provided with an intuitive user interface. Along with the 10" panels in each room the system will be controllable remotely by way of Crestron X-Panel running in any web browser.
- Services shall include a full team of Project Management, Systems Engineer, Control System Programmer and Lead Technician. Our project process shall include a proper project kick-off call, and regular coordination calls. Installation will include methodical final testing and commissioning and shall not be considered complete until the customer has approved of the work and signed off on the project completion form.
- All existing AV equipment that shall be replaced will be removed and left in a TBD location onsite for customer to recycle.

PROJECT RESPONSIBILITIES

1. Customer is responsible for ensuring client furnished equipment is in good working order. Provider is not responsible for defective or malfunctioning equipment furnished by the customer. Additional time and material may be required to provide a working system.
2. Provider will be responsible for the physical connections of the video conference device to the display(s), microphone(s),audio equipment, presentation device(s), and network.
3. Provider will enter customer provided network settings/configuration to the AV endpoints. Service provider will provide a form for all required information to be completed by the customer prior to on-site installation.
4. The customer is responsible for providing required network connection at the AV endpoint.
5. The customer is responsible for providing required network setting/configuration/licensing for AV endpoint.
6. The customer is responsible for providing required back end configuration to support the AV endpoint.
7. If the customer provided settings or back end configuration is not ready or correct, it is assumed that the install portion is correct and will be completed by others when ready.

PROJECT ASSUMPTIONS

1. The labor described within this scope of work is considered non-union labor. Union, night-time, weekend, and holidays rates are available and based on geographic location and will incur additional costs that will be billed accordingly.
2. All labor to commence within standard day-time hours during the standard 5 business days of the week, Monday – Friday, 8:00am to 5:00pm local time, exclusive of holidays and weekends.
3. All customer provided equipment to be in good working order. If customer provided equipment is found to be defective a change order for additional material and labor may be required.
4. Service provider may require 6-8 weeks lead time from the signed SOW or PO before the onsite work would begin.
5. All working hours are estimated to take place during normal business hours Monday-Friday 7am-5pm.
6. If applicable, all network cables are to be active prior to arrival at site.
7. The customer is responsible for providing all necessary power and data connectivity unless otherwise detailed in above scope.
8. Customer is responsible for providing all low voltage conduit and pathways unless otherwise detailed in above scope.
9. Customer is responsible for any modifications to conference room tables or other furniture unless otherwise detailed in above scope.
10. Project pricing excludes all costs for permits, licensing, or any other fees required by the local Township, State, or Federal jurisdiction offices.
11. Project pricing is based on standard labor rates and does not reflect union, overtime, or prevailing wage requirements. If found that special pay rates are required a revision of SOW or a change order will be required.
12. Customer is responsible for secure storage for all delivered equipment leading up to and during the course of the installation.
13. Customer is responsible for a designated trash area for all refuse and packing materials.

14. Customer is responsible for any changes to the executed scope of work leading up to or during the installation process.

OUT OF SCOPE

Tasks outside this SOW include, but are not limited to:

1. Permits, licensing, or any other fees required by the local Township, State, or Federal offices.
2. Repair, troubleshooting, replacement of existing equipment.

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

GENERAL RESPONSIBILITIES AND ASSUMPTIONS

- Customer is responsible for providing all access that is reasonably necessary to assist and accommodate Seller's performance of the Services.
- Customer will provide in advance and in writing, and Seller will follow, all applicable Customer's facility's safety and security rules and procedures.
- Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment, other than solely as a result of Seller's gross negligence and willful misconduct.
- This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.

PROJECT MANAGEMENT

Seller will assign a project management resource to perform the following activities during the project:

Kickoff Meeting. Review SOW including project objectives and schedule, logistics, identify and confirm project participants and discuss project prerequisites.
Project Schedule or Plan. A project schedule that details the schedule and resources assigned to the project. The schedule should align with the estimated project duration as established in the Project Scheduling section.
Status Meetings and Reports. Status meetings will be conducted on a regular cadence schedule based on agreement with stakeholders, the estimated project duration and budget available. During these meetings, the Seller and Customer will discuss action items, tasks completed, tasks outstanding, risks, issues, key decisions and conduct a budget review.
Change Management. When a change to a project occurs, the Seller's project change control process will be utilized.
Project Closure. Once verbal scope completion is confirmed, a written Project Closure Acceptance will be provided for Customer to formally acknowledge. If desired, the project team will meet to recap, answering any questions address project transition activities and next steps.

Project Management
A Project Manager is assigned and provides the following:

- Coordinates and facilitates kickoff, status (at agreed upon intervals) and close out calls
- Documents and distributes meeting notes/action items for all calls
- Creates and distributes escalation and contact lists
- Conducts regular status meetings to proactively identify any issues that may arise in order to mitigate risk
- Facilitates any necessary Change Orders and administrative tasks as necessary
- Monitors project scope and expectations
- Identifies and manages project risks
- Monitors the status and progress of the project and the quality of items provided
- Communicates at regular intervals, as agreed upon
- Acts as the main Point Of Contact to Customer, if requested

- Ensures project timelines, dependencies, budgets and closure are met within the project lifecycle

CONTACT PERSONS

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**"). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule ("**Anticipated Schedule**") based on Seller's project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

The following scheduling scenarios that trigger delays and durations to extend beyond what's been planned may require a Change Order:

- Site preparation, such as power, cabling, physical access, system access, hardware/software issues, etc. must be completed in a timely manner.
- Project tasks delegated to Customer PMs/Engineers/Techs/Management/Resources must be completed in a timely manner. For example, in the event a project 's prioritization is demoted, and Customer resources are reallocated causing the project's schedule to extend on account of experiencing interruptions to its momentum requiring complete stop(s) and start(s).
- External projects/dependencies that may have significant impact on the timeline, schedule and deliverables. It is Seller's assumption that every reasonable attempt will be made to mitigate such situations.

TOTAL FEES

The total fees due and payable under this SOW ("**Total Fees**") include both fees for Seller's performance of work ("**Services Fees**") and any other related costs and fees specified in the Expenses section ("**Expenses**").

Seller will invoice for Total Fees. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or

calculations provided herein. The pricing included in this SOW expires and will be of no force or effect unless it is signed by Customer and Seller within thirty (30) days from the Date list on the SOW, except as otherwise agreed by Seller. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice. 68

SERVICES FEES

Services Fees hereunder are FIXED FEES, meaning that the amount invoiced for the Services will be $75,000.00.

The invoiced amount of Services Fees will equal the amount of fees applicable to each completed project milestone (see Table below).

Table – Services Fees

Milestone	Percentage	Fee
Project Kick Off Call	30%	$22,500.00
Completion of Work	70%	$52,500.00
Totals	**100%**	**$75,000.00**

EXPENSES

Neither travel time nor direct expenses will be billed for this project.

TRAVEL NOTICE

Two (2) weeks' advance notice from Customer is required for any necessary travel by Seller personnel.

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the locations specified on the attached Exhibit ("**Customer-Designated Locations**").

SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

CDW Government LLC	**Duluth Independent School District No. 709 (MN)**
By:	By: Catherine Erickson
Name: Services Contracts Manager	Name: Catherine Erickson
Title: Services Contract Manager	Title: CFO
Date:	Date: Jun 24, 2022
Mailing Address:	Mailing Address:
200 N. Milwaukee Ave.	215 N 1ST AVE E, ACCTS PAYABLE
Vernon Hills, IL 60061	DULUTH, MN 55811-4012

EXHIBIT A

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations ("**Customer-Designated Locations**").

Location(s)	**Address**
District Board Room	800 East Central Entrance, Duluth, MN 55811

DocuSign Envelope ID: EEAAF3E9-EE92-4A6A-98FB-554598157E9C

SOLUTIONS AGREEMENT
(via Authorized Partner)

This Solutions Agreement (the "***Agreement***") is a legal agreement entered into by and between the Customer identified in the signature block below ("***Customer***") and Arctic Wolf Networks, Inc. ("***Arctic Wolf***") and governs any order forms, quotes, or other ordering document executed by the Customer ("***Order Form***") that reference this Agreement. An Order Form will be issued to Customer by an Arctic Wolf authorized partner ("***Authorized Partner***"). This Agreement is effective on the date last executed in the signature block below (the "***Effective Date***"). This Agreement permits Customer to purchase subscriptions to the Solutions, as defined below, identified in the Order Form from its Authorized Partner and sets forth the terms and conditions under which those Solutions will be delivered. The Agreement consists of the terms and conditions set forth below, any attachments or exhibits identified herein and any Order Forms that reference this Agreement. If there is a conflict between the terms below, the Order Form, or the terms set forth in an URL referenced herein (such URL terms, the "***Terms***"), the documents will control in the following order: the Order Form, this Agreement, and the Terms. Any capitalized terms not otherwise defined herein will have the meaning set forth in the Solutions Terms.

In consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Scope.

1.1 Solutions. Customer will purchase and Arctic Wolf, together with its Affiliates, will provide the specific products and services (each a "***Solution***" or collectively, "***Solutions***") as specified in the applicable Order Form. For purposes of this Agreement, ***"Affiliate"*** means any company or other entity, which directly or indirectly controls, is controlled by or is under joint control with Arctic Wolf.

A Solution will be comprised of the following components:

	Managed Detection & Response Solution	***Managed Risk Solution***	***Managed Security Awareness / Managed Security Awareness+ Solution***
Software	The object form of any software, including any operating system software included in the Equipment, and add-ons offering enhanced features and functionality made generally available to Arctic Wolf customers from time-to-time	The object form of any software, including any related to virtual Equipment, if applicable, any operating system software included in the Equipment, and add-ons offering enhanced features and functionality made generally available to Arctic Wolf customers from time-to-time	N/A
Equipment	Virtual appliances or physical sensors	Virtual appliances or physical scanners	N/A
Content	N/A	N/A	Online access and download rights, if licensed by Customer, to Customer learning content and Content Compliance Pack within the Administrator Dashboard and/or Content Library
Content Management Hosting Environment	N/A	N/A	Access to and use of a cloud-based learning management tool (the "Administrator Dashboard") and metrics related to the use of the Content by Customer's users
Services	Support, onboarding services, and services provided by Security Services, all as described in the Solutions Terms (defined below)	Support, onboarding services, and services provided by Security Services, all as described in the Solutions Terms (defined below)	Support, onboarding services, and Content modification services, all as described in the Solutions Terms (defined below)
Professional Services	As agreed by the parties in accordance with Section 3	As agreed by the parties in accordance with Section 3	As agreed by the parties in accordance with Section 3
Platform	One (1) vSensor 100 series Unlimited data ingestion Access to the Customer Portal Use of the Arctic Wolf Agent 90-day Log Retention (unless another retention period is purchased by	Unlimited data ingestion Access to the Customer Portal Use of the Arctic Wolf Agent	N/A

610 238

	Customer and set forth on an Order Form)		72

1.2 License Grant. The Solutions are provided on a subscription basis for a set term designated on the Order Form (each, a "***Subscription Term***") for the one-time costs and subscription fees set forth therein (the "***Fees***"). Provided Customer is in compliance with the terms of this Agreement, including payment of Fees, Arctic Wolf grants to Customer a limited, non-transferable, non-sublicensable, non-exclusive right and/or license during the Subscription Term, to the extent a component of the Solutions being licensed by Customer as set forth in Section 1.1 above, to:

(i) Install, use and access the Software,
(ii) Use the Equipment for purposes of the use of the Solutions,
(iii) Obtain and use the Services in conjunction with Customer's use of the Solutions,
(iv) Load Customer's users and associated information for delivery of Content and use of the Administrator Dashboard,
(v) Access the Customer Portal and/or Administrator Dashboard, as applicable, subject to the Privacy Notice located at https://arcticwolf.com/privacy-policy-for-customer-portal-users/, as may be updated from time-to-time in accordance with Section 13 below (the ***"Privacy Notice"***),
(vi) Access and use the Platform features and functionality,
(vii) Use Arctic Wolf Trademarks included in the Content in accordance with the Solutions Terms, and
(viii) Distribute, display, transmit, and, if licensed by Customer, download certain Content in electronic format.

Customer may access and use the Solutions, and any Documentation associated therewith, solely for its own internal business purposes and in accordance with the terms and conditions of this Agreement, such associated Documentation, any scope of use restrictions and license counts, including by server, user, or such other licensing metric designated in the applicable Order Form, and the Solutions Terms found at https://arcticwolf.com/terms/solutionsterms/, as may be updated from time to time by Arctic Wolf in accordance with Section 13 herein (the ***"Solutions Terms"***). "***Documentation***" means user manuals, training materials, product descriptions and specifications, and other printed information relating to the Solution, as in effect and generally available from Arctic Wolf, but expressly excluding marketing and sales collateral and materials.

1.3 Future Functionality. Customer agrees that it has not relied on the promise of availability of any future functionality of the Solutions or any other future product or service in executing this Agreement or any Order Form. Customer acknowledges that information provided by Arctic Wolf regarding future functionality should not be relied upon to make a purchase decision. Should Arctic Wolf offer additional optional functionality in the future that complement the Solutions, Customer may elect to subscribe to and obtain a license to the optional functionality for an additional fee.

1.4 Except as otherwise provided herein, Customer understands and agrees that the Authorized Partner may not modify this Agreement or make any commitments related to the delivery or performance of the Solutions on Arctic Wolf's behalf.

1.5 Beta Solutions.

1.5.1 From time-to-time Arctic Wolf may invite Customer to try, at no charge, Arctic Wolf products, features, or functionality that are not generally available to Arctic Wolf's customers ("Beta Solutions"). Customer may accept or decline any such trial in its sole discretion. Any Beta Solutions will be clearly designated as beta, pilot, limited release, developer preview, non-production or by a description of similar import.

1.5.2 Restrictions and Disclaimers. Beta Solutions are provided for evaluation purposes and not for production use, are not supported, may contain bugs or errors, and may be subject to additional terms. Beta Solutions are not considered Solutions hereunder and are provided solely and exclusively "AS IS" with no express or implied warranty of any kind. CUSTOMER ASSUMES AND UNCONDITIONALLY RELEASES ARCTIC WOLF FROM ALL RISKS ASSOCIATED WITH THE USE OF ANY BETA SOLUTIONS. Arctic Wolf may discontinue the Beta Solutions at any time in its sole discretion and Arctic Wolf will make reasonable efforts to provide Customer with advanced notice of any such discontinuance. Arctic Wolf does not promise or represent that Beta Solutions will be made generally available.

1.5.3 NO DATA RETENTION. ANY DATA ENTERED INTO THE BETA SOLUTIONS MAY BE PERMANENTLY LOST UNLESS CUSTOMER: (i) PURCHASES A SUBSCRIPTION TO THE COMMERCIALLY AVAILABLE VERSION OF THE BETA SOLUTIONS AS MAY BE MADE AVAILABLE BY ARCTIC WOLF; OR (ii) TO THE EXTENT POSSIBLE, EXPORTS SUCH DATA PRIOR TO TERMINATION OF THE BETA SOLUTIONS.

1.5.4 LIMITED LIABILITY. ARCTIC WOLF'S ENTIRE LIABILITY IN CONNECTION WITH ANY USE OF THE BETA SOLUTIONS WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WILL NOT, AS TO ANY INDIVIDUAL CLAIM OR IN THE AGGREGATE, EXCEED $50. IF CUSTOMER DOES NOT AGREE TO THE ALLOCATION OF RISK IN THIS SECTION, ITS SOLE RECOURSE IS TO IMMEDIATELY DISCONTINUE THE USE OF THE BETA SOLUTIONS.

1.5.5. Despite anything to the contrary in this Agreement, Customer acknowledges that (a) Beta Solutions may not be supported and may be changed at any time, including in a manner that reduces functionality, (b) Beta Solutions may not be available or reliable, and (c) Beta Solutions may not be subject to the same security or audits as the Solutions.

2. Equipment. If the Order Form specifies that Customer will receive Equipment, then Customer is responsible for installing the Equipment at the location(s) specified by Arctic Wolf and for the implementation of appropriate data protection practices related to the protection of any information included on such Equipment while the Equipment is located within Customer's environment. The Equipment is a part of the Solutions and included with the subscription to the Solutions for use by Customer during the Subscription Term. If Customer attempts to install or use the Equipment at a location other than the location determined by Customer and communicated to Arctic Wolf during onboarding or at any time thereafter, the Solutions may fail to function or may function improperly. In the event Customer installs, uses, or relocates the Equipment, Customer will promptly notify Arctic Wolf so that Equipment deployment information can be updated within Customer's account. Other than normal wear and tear, Customer is directly responsible for the replacement cost of the Equipment associated with any loss, repair, or replacement, including any other costs, damages, fees and charges to repair the Equipment. If applicable, Arctic Wolf will ship Equipment to Customer and will

pay the freight costs associated with shipping the Equipment to Customer's designated locations. Customer is responsible for all additional costs and expenses associated with shipping the Equipment to its designated locations and for the return of the Equipment to Arctic Wolf. Such additional costs and expenses may be reflected on an Order Form, from time-to-time following shipment of the Equipment and will be invoiced by Arctic Wolf or the Authorized Partner. Customer understands and agrees if the Equipment is shipped outside of the United States or Canada (or such other locations identified by Arctic Wolf), Customer is responsible for acting as the importer of record.

3. Professional Services. In the event Arctic Wolf and Customer agree on the delivery of Professional Services, any such Professional Services shall be specified on an Order Form and described in a statement of work which shall reference this Agreement.

4. Reservation of Rights and Ownership. Arctic Wolf owns or has the right to license the Solutions and any associated Documentation (***"Arctic Wolf Technology"***). Customer acknowledges and agrees that: (a) the Arctic Wolf Technology is protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws; (b) Arctic Wolf retains all right, title and interest (including, without limitation, all patent, copyright, trade secret and other intellectual property rights) in and to the Arctic Wolf Technology, excluding any rights, title, and interest in any Third Party Products (as defined in Section 10.3 below) which shall be retained by its third party licensor(s), any other deliverables, know-how, databases, developed programs, and registered or unregistered intangible property rights; (c) there are no implied licenses and any rights not expressly granted to Customer hereunder are reserved by Arctic Wolf; (d) the Solution, excluding Professional Services, is licensed on a subscription basis, not sold, and Customer acquires no ownership or other interest (other than the license rights expressly stated herein) in or to the Arctic Wolf Technology; and (e) the Solution is offered as an on-line, hosted solution, and Customer has no right to obtain a copy of the Software.

5. Restrictions, Responsibilities, and Prohibited Use.

5.1 Restrictions. Customer agrees not to, directly or indirectly: (i) modify, translate, copy or create derivative works of the Arctic Wolf Technology; (ii) reverse engineer, decompile, disassemble, or otherwise seek to obtain the intellectual property contained within Solutions, except to the extent expressly permitted by applicable law (and then only upon advance notice to Arctic Wolf); (iii) interfere with or disrupt the integrity or performance of the Solutions or the data and information contained therein or block or disrupt any use or enjoyment of the Solutions by any third party; (iv) attempt to gain unauthorized access to the Arctic Wolf Technology or related systems or networks; (v) remove or obscure any proprietary or other notice contained in the Arctic Wolf Technology, including on any reports or data printed from the Arctic Wolf Technology; (vi) unless Customer is an authorized MSP partner of Arctic Wolf, use the Solutions in connection with a service bureau, service provider or like activity whereby Customer operates or uses the Solutions for the benefit of a third party; (vii) use the Solutions to monitor or scan any environments for which Customer has not received consent; or (viii) with respect to Customer's subscription to the Managed Security Awareness Solution, include material or information that is obscene, defamatory, libelous, slanderous, that violates any person's right of publicity, privacy or personality, or otherwise results in any tort, injury, damage or harm to any person. Customer agrees to abide by the terms of the Acceptable Use Policy at https://arcticwolf.com/terms/acceptable-user-policy/, as may be updated from time-to-time in accordance with Section 13 below. If Arctic Wolf, in its reasonable discretion, determines that Customer's use of or access to the Solutions imposes an actual or imminent threat to the security or stability of Arctic Wolf's infrastructure or that Customer is abusing its use of the Solutions in contravention with the terms of this Agreement, Arctic Wolf may, in addition to any other right herein, temporarily suspend Customer's access to the Solutions until such activity is rectified. If commercially practicable, Arctic Wolf shall provide Customer with notice prior to any such suspension and shall work with Customer in good faith to reinstate the Solutions promptly.

5.2 Arctic Wolf Responsibilities. Arctic Wolf shall provide the Solutions Customer subscribes to as set forth on an Order Form in accordance with the terms of this Agreement, as further described in the Solutions Terms. The Solutions provided under this Agreement shall include any updates, upgrades, bug fixes, version upgrades or any similar changes that are made generally available to Arctic Wolf's customers free of charge from time to time during the Subscription Term.

5.3. Customer Responsibilities. Customer must identify the administrative users for its account which may include Customer's authorized (email authorization sufficient) third party service providers and agents (***"Administrators"***). Each Administrator will receive an administrator ID and password and will need to register with Arctic Wolf. Customer is responsible for notifying Arctic Wolf about changes to Administrators, including but not limited to termination, change of authority, and the addition of Administrators. Customer acknowledges and agrees that Administrators will be able to view all Solutions Data and other traffic and activities that occur on Customer's network and that Customer is responsible for all activities that occur under Administrator accounts. Administrator IDs are granted to individual, named persons and cannot be shared or used by more than one Administrator but may be reassigned from time-to-time to new Administrators. Notwithstanding anything contrary herein, Customer understands and agrees that transmission of Solutions Data to Arctic Wolf may be impacted by in-country technical issues and requirements. Arctic Wolf will provide reasonable assistance to Customer in such instances but is not liable if the Solutions Data cannot be transmitted outside of such country. Customer understands and agrees that it will need to implement security controls to protect the Equipment and the data included therein. Customer, depending on the scope of the deployment, may be required to implement software and services to enable features of the Solutions. Customer acknowledges that any changes Customer makes to its infrastructure or the configuration of the Solutions after initial deployment may cause the Solutions to cease working or function improperly and that Arctic Wolf will have no responsibility for the impact of any such Customer changes. Customer understands that depending on the Solution deployed, a Solution may consume additional CPU and memory in Customer's environment while running in production.

5.4 Anti-corruption. In no event shall Arctic Wolf be obligated to take any action (including the shipping of any product or the provision of any service) or omit to take any action that Arctic Wolf believes in good faith would cause it to be in violation of any U.S. or foreign laws or regulations, including, without limitation, the U.S. Foreign Corrupt Practices Act (the ***"FCPA"***). Neither party will (i) attempt to, directly or indirectly, improperly influence the sale or purchase of products by payments or other actions contrary to law or regulation, or (ii) take any action or permit or authorize any action that would violate or cause a party to violate the FCPA, the UK Bribery Act, or other applicable anti-corruption laws or regulations. Neither party will, for the purpose of influencing any act or decision to obtain or retain business or direct business to any person, pay, offer or promise to pay, or authorize the payment of, directly or indirectly, any money or anything of value to or for the use or benefit of any of the following: (a) any government official (including any person holding an executive, legislative, judicial or administrative office, whether elected or appointed, or any representative of any public international organization, or any person acting in any official capacity for or on behalf of any

government, state-owned business or public organization); (b) any political party, official thereof, or candidate for political office; or (c) any other person if a party or any respective partner, officer, director, employee, agent, representative or shareholder of such party knows or has reason to suspect or know that any. part of such money or thing of value will be offered, given or promised, directly or indirectly, to any of the above-identified persons or organizations. Each party acknowledges and agrees that none of its officers, directors, employees, agents or representatives is a government official or employee or an official or employee of any department or instrumentality of any government, nor is any of them an officer of a political party or candidate for political office, who will share directly or indirectly any part of the sums that may be paid pursuant to performance of this Agreement; and each party agrees to immediately notify the other party should the foregoing change during the term of this Agreement. Each party represents and warrants that neither this Agreement nor the performance of or exercise of rights under this Agreement is restricted by, in conflict with, requires registration or approval or tax withholding under, or will require any termination or expiration, compensation, or any compulsory licensing under, any applicable law or regulation of any country or other governmental entity, and each party will not make any claim to the contrary (each party is relying on this representation and warranty, among other provisions of this Agreement, in entering this Agreement and would not enter this Agreement in its absence).

5.5 Trade Controls. Customer understands that the Solutions may be subject to the export control, economic sanctions, customs, import, export and anti-boycott laws, regulations, and orders promulgated or enforced by Canada, the United States, Customer's country of residence, and any other country or governmental body having jurisdiction over the parties to this Agreement ("Trade Controls"). Customer agrees not to export, re-export, provide, or transfer the Solutions outside of Customer's country of residence. Within Customer's country of residence, Customer shall ensure that the Solutions are not re-exported, provided or transferred to any person or entity listed on any restricted persons list issued by Canada or identified on the Bureau of Industry and Security's Denied Persons, Entity, or Unverified List or the Office of Foreign Assets Control's Specially Designated Nationals List or List of Consolidated Sanctions (collectively, the "Restricted Persons Lists"). Customer represents and warrants that it and its shareholders, members, partners, or other owners are not listed on, or owned 50% or more, collectively or individually, by anyone on a Restricted Persons List. Customer shall not use the Solutions (a) for a military application, wherever located; or (b) with knowledge or reason to know that the Solutions will be used for nuclear, chemical, or biological weapons proliferation or (c) for any other end use or by any end user otherwise prohibited by applicable Trade Controls. Upon request by Arctic Wolf, Customer will complete and provide an end use certificate in the form requested by Arctic Wolf. Arctic Wolf may suspend and/or cancel the export, delivery, and or servicing of the Solutions, if: (i) Arctic Wolf has not received requested end-user certifications; (ii) Arctic Wolf has not received any government approvals required to comply with Trade Controls, or (iii) Arctic Wolf believes that such activity may violate any Trade Controls. If the Solutions are resold or transferred in violation of any Trade Controls or the provision of this Agreement, Arctic Wolf shall not be obligated to provide any warranty service or technical support for such Items.

6. Fees, Payment, Taxes, and Audit.

6.1 Fees, Payment, & Taxes. Customer will purchase the Solutions through the Authorized Partner. The Order Form containing terms related to fees, payment, taxes, audit, and any other related terms shall be between Customer and the Authorized Partner. Customer will pay any owed amounts to the Authorized Partner, as agreed between Customer and Authorized Partner. Customer agrees that Arctic Wolf may suspend or terminate Customer's use of the Solutions upon ten (10) days' written notice to Customer if Arctic Wolf does not receive payment of Fees from the Authorized Partner. The amounts paid by Authorized Partner to Arctic Wolf for Customer's use of the Solutions under this Agreement will be deemed the amount actually paid or payable under this Agreement for purposes of calculating Arctic Wolf's liability under Section 11. Customer's renewal pricing will be communicated to Customer by the Authorized Partner in accordance with the terms Customer has with the Authorized Partner or by Arctic Wolf prior to the renewal Subscription Term.

6.2 Audit. During the term of this Agreement and for one year thereafter, Customer shall provide Arctic Wolf, or its designated representative, promptly upon request with appropriate records requested by Arctic Wolf to verify Customer's compliance with the Agreement, including specifically its license counts as set forth on an Order Form. Arctic Wolf, at its option, may require that an executive officer of Customer certify in writing to Customer's compliance with this Agreement and disclose the scope of use of the Solutions by Customer. If, because of such audit, Arctic Wolf determines that Customer has exceeded the number of licenses subscribed to by Customer on an Order Form, Arctic Wolf will notify Customer of the number of additional licenses, along with the associated Subscription Fees prorated through the end of the then-current Subscription Term, and Customer will remit payment for such Subscription Fees in accordance with this Section 6.

7. Confidentiality. Either party (as a "***Discloser***") may disclose confidential and proprietary information, orally or in writing ("***Confidential Information***") to the other party (as a "***Recipient***"). Confidential Information (a) shall be marked with a restrictive legend of the Discloser or, (b) if orally or visually disclosed to Recipient by Discloser, or disclosed in writing without an appropriate letter, proprietary stamp or legend, shall be confidential if it would be apparent to a reasonable person that such information is confidential or proprietary. Confidential Information of Arctic Wolf includes the following: any pricing, trade secrets, know-how, inventions (whether or not patentable), techniques, ideas, or processes related to the Arctic Wolf Technology; the design and architecture of the Arctic Wolf Technology; the computer code, internal documentation, and design and functional specifications of the Arctic Wolf Technology; Arctic Wolf's security and privacy due diligence material such as SOC2 reports, security and privacy questionnaire responses & memos; and any intellectual property and know-how included in the problem reports, analysis, and performance information related to the Arctic Wolf Technology. Confidential Information of Customer may include the following:

(i) If the MA or MA+ Solution is deployed: First name, last name, corporate email address, phone number, job title, address, and organization hierarchy (collectively, "***Point of Contact information***"); Customer's tracking metrics as described in the Solutions Terms; Customer created content; and any test response data; and

(ii) If MDR and/or MR Solutions are deployed: Point of Contact Information and Solutions Data (as defined in Section 8.1 below).

Each party agrees to hold the other party's Confidential Information in strict confidence, not to disclose such Confidential Information to third parties not authorized by the Discloser to receive such Confidential Information, and not to use such Confidential Information for any purpose except as expressly permitted hereunder and as described in the Privacy Notice. Each party agrees to take commercially reasonable steps to protect the other party's Confidential Information and to ensure that such Confidential Information is not disclosed, distributed or used in violation of the provisions of this Agreement. The Recipient may disclose Confidential Information only: (a) with the Discloser's prior written consent; or (b) to those employees, officers, directors, agents, consultants, third party service providers, and advisors with a clear and well-defined "need to

know" purpose who are informed of and bound by confidentiality obligations no less restrictive than those set forth in this Section 7. Notwithstanding the foregoing, the Recipient may disclose Confidential Information to the extent required by law; however, the Recipient will give, to the extent legally permissible and reasonably practical, the Discloser prompt notice to allow the Discloser a reasonable opportunity to obtain a protective order and such Confidential Information disclosed to the extent required by law shall otherwise remain confidential and subject to the protections and obligations of this Agreement. For the avoidance of doubt, Arctic Wolf may share Customer's name with Customer's services providers to assist Customer in the resolution of technical issues pertaining to the Solutions. To the extent legally required, Arctic Wolf may report any violations of law pertaining to Customer's use of the Solutions. The Discloser agrees that the foregoing confidentiality obligations shall not apply with respect to any information that the Recipient can document is: (i) rightfully in its possession or known to it prior to receipt from the Discloser without an obligation of confidentiality; (ii) or has become public knowledge through no fault of the Recipient; (iii) rightfully obtained by the Recipient from a third party without breach of any confidentiality obligation; or (iv) independently developed by employees of the Recipient who had no access to Discloser's Confidential Information. Upon expiration or termination of this Agreement for any reason, and except as otherwise provided in Section 14 below, each party shall promptly destroy all copies of the other party's Confidential Information and copies, notes or other derivative material relating to the Confidential Information. Notwithstanding the foregoing, and subject to the Privacy Notice, Arctic Wolf may retain Customer's name, contact names, email address, and such other necessary contact information following termination of this Agreement for its internal business purposes.

8. Solutions Data.

8.1 Solutions Data. "***Solutions Data***" means, depending on the Solution deployed, the operational system log data and any other information provided by Customer in furtherance of its use of the Solutions and which Customer may elect to submit to Arctic Wolf through the Solutions, including, but not limited to operational values, event logs, and network data such as flow, HTTPS, TLS, DNS metadata, cursory inventory data, operating systems and versions, users and groups from Active Directory, system level inventory, event data, and network vulnerability data. As between the parties, Customer shall retain all right, title and interest (including any and all intellectual property rights) in and to the Solutions Data (excluding any Arctic Wolf Technology used with the Solutions Data). Customer hereby grants Arctic Wolf, during the term of the Agreement, a non-exclusive, worldwide, royalty-free right to collect, use, copy, store, transmit, modify and create derivative works of the Solutions Data solely to the extent necessary to provide the Solutions to Customer. The location of the storage of raw Solutions Data within Arctic Wolf's third party service providers' data centers will be as set forth in the Solutions Terms. Customer understands Arctic Wolf will aggregate Solutions Data with Arctic Wolf's other data so that results are non-personally identifiable (individual identities have been removed and are not linked or reasonably linked to any individual, including via a device, or could be reasonably linked, directly or indirectly, with a particular consumer or household) and collect anonymous technical logs and data regarding Customer's use of the Solutions ("***Aggregate/Anonymous Data***"). Such Aggregate/Anonymous Data is Arctic Wolf Technology, which Arctic Wolf may use for its business purposes during or after the term of this Agreement.

8.2 Personal Information. Confidential Information may include information that identifies, relates to, describes, is reasonably capable of being associated with or linked to a particular individual, whether directly or indirectly ("***Personal Information***"). Customer is responsible for the lawfulness of any such Personal Information and the receipt, use, and processing of it under the Agreement. Customer represents and warrants that, where it provides Personal Information to Arctic Wolf or requests Arctic Wolf collect or process such information, it (1) has complied with any applicable laws relating to the collection or provision of such information, (2) possesses any consents, authorizations, rights and authority, and has given all required notices to individual data subjects as are required to transfer or permit Arctic Wolf to collect, receive, or access any Personal Information for the Solutions, and (3) to the extent required by applicable law, informed the individuals of the possibility of Arctic Wolf processing their Personal Information on Customer's behalf and in accordance with its instructions.

8.3 European Union and United Kingdom General Data Protection Regulation. If and to the extent Customer submits to Arctic Wolf personal data (as that term is defined under the General Data Protection Regulation ("***GDPR***")) of individuals located in the European Economic Area or United Kingdom, the Arctic Wolf Data Processing Agreement available at https://arcticwolf.com/terms/dpa/, as may be updated by Arctic Wolf from time-to-time in accordance with its terms (the "***DPA***"), may be executed by Customer and upon execution and return to Arctic Wolf in accordance with its terms will be incorporated into this Agreement. It is Customer's sole responsibility to notify Arctic Wolf of requests from data subjects related to the modification, deletion, restriction and/or objection of personal data. Customer represents and warrants that any processing of personal data in accordance with its instructions is lawful.

8.4 California Consumer Privacy Act. The parties acknowledge and agree that Arctic Wolf is a service provider for the purposes of the California Consumer Privacy Act, as amended by the California Privacy Rights Act ("***CCPA***") and may receive personal information (as defined by the CCPA) from Customer pursuant to this Agreement for a business purpose. The parties agree to comply at all times with the applicable provisions of the CCPA in respect to the collection, transmission, and processing of all personal information (as defined by the CCPA) exchanged or shared pursuant to the Agreement. Arctic Wolf shall not sell any such personal information. Arctic Wolf shall not retain, use or disclose any personal information provided by Customer pursuant to this Agreement except as necessary for the specific purpose of performing the Solutions for Customer pursuant to this Agreement or as permitted by the CCPA. The terms "personal information," "service provider," "sale," and "sell" are as defined in Section 1798.140 of the CCPA. Arctic Wolf certifies that it understands the restrictions of this Section 8.4. It is Customer's sole responsibility to notify Arctic Wolf of any requests from consumers (as defined in the CCPA) seeking to exercise rights afforded in the CCPA with regard to personal information received or processed in connection with the Solutions. Arctic Wolf agrees to provide reasonable cooperation to Customer in connection with such requests.

8.5 Canadian Privacy Laws. If and to the extent Customer submits to Arctic Wolf personal information (as that term is defined under applicable Canadian privacy laws, being all applicable federal, and provincial laws and regulations relating to the processing, protection or privacy of personal information ("**Privacy Laws**"), of individuals located in Canada, Customer agrees that it is solely responsible for and shall obtain from all such individuals, all required consents and/or provide all required notifications, regarding the collection, use, disclosure, and processing of their personal information by Arctic Wolf/Arctic Wolf's subcontractors/third party service providers (which may be located outside of Canada), and/or the transfer by Customer of such individual's personal information to Arctic Wolf/Arctic Wolf's subcontractors/third party service providers (which may be located outside of Canada). Upon request of Customer, Arctic Wolf will inform Customers of the locations to which the personal information is transferred and processed by Arctic Wolf and/or its subcontractors/third party service providers.

Customer retains control of the personal information and remains solely responsible for its compliance with Privacy Laws and for the processing instructions it gives to Arctic Wolf. The parties agree that this Agreement, together with Customer's use of the Solution in accordance with this Agreement, constitutes Customer's instructions to Arctic Wolf in relation to the processing of such personal information. Subject to Section 8.1 of this Agreement, Arctic Wolf will only process the personal information to the extent, and in such a manner, as is necessary for the performance of the Solutions. Arctic Wolf will reasonably assist Customer with meeting the Customer's compliance obligations under applicable Privacy Laws, considering the nature of Arctic Wolf's processing and the information available to Arctic Wolf.

Arctic Wolf shall:

- Comply with its obligations as a third party service provider/mandatory under applicable Privacy Laws, including by implementing appropriate technical, physical and organizational measures to safeguard the personal information;
- Periodically conduct audits of its information security controls for facilities and systems used to deliver the Solutions and make relevant audit reports available to Customer for review. The Customer will treat such audit reports as Arctic Wolf's Confidential Information;
- Within seventy-two (72) hours of discovery notify Customer of any unauthorized or unlawful access to or processing of the personal information;
- Limit access to those employees who require the personal information access to meet Arctic Wolf's obligations under this Agreement and ensure that all employees are informed of the personal information's confidential nature;
- Notify Customer if it receives any complaint, notice, or communication that directly or indirectly relates to the personal information processing or to either party's compliance with Privacy Laws, and provide its full co-operation and assistance in responding to such complaint, notice or communication; and
- Upon Customer's request, provide the Customer a copy of or access to all or part of the Customer's personal information in its possession or control in the format reasonably agreed to by the parties.

9. Indemnity.

9.1 Arctic Wolf's Indemnity. Subject to Section 9.3, Arctic Wolf will defend and indemnify Customer from any unaffiliated third party claim or action to the extent based on the allegation that the Solutions infringe any intellectual property right (patents, utility models, design rights, copyrights and trademarks or any other intellectual property right) having effect in the United States, Canada, United Kingdom, and the European Union. Arctic Wolf will pay any settlements that Arctic Wolf agrees to in a writing signed by an authorized officer of Arctic Wolf or final judgments awarded to the third party claimant by a court of competent jurisdiction. The foregoing obligations do not apply with respect to the Solutions, or portions or components thereof, that are: (a) not provided by Arctic Wolf; (b) combined with other products, processes or materials that are not reasonably contemplated by the Documentation where the alleged infringement relates to such combination; (c) modified other than with Arctic Wolf's express consent; (d) used after Arctic Wolf's notice to Customer of such activity's alleged or actual infringement; or (e) not used by Customer in strict accordance with this Agreement or the published Documentation. The indemnification obligations set forth in this Section 9.1 are Arctic Wolf's sole and exclusive obligations, and Customer's sole and exclusive remedies, with respect to infringement or misappropriation of third-party intellectual property rights of any kind.

9.2 Customer Indemnity. Subject to Section 9.3, Customer agrees to defend and indemnify Arctic Wolf from any third-party claim or action brought against Arctic Wolf to the extent based on Customer's alleged breach of Sections 5 or 8. Customer agrees to pay any settlements that Customer agrees to in a writing signed by an authorized officer of Customer or final judgments awarded to the third party claimant by a court of competent jurisdiction.

9.3 Procedures. Each party's indemnification obligations are conditioned on the indemnified party: (a) providing the indemnifying party with prompt written notice of any claim, provided that the failure to provide such notice shall only limit the indemnifying party's obligation to indemnify to the extent that the failure prejudices the indemnifying party in its defense of the claim; (b) granting the indemnifying party the sole control of the defense or settlement of the claim; and (c) providing reasonable information and assistance to the indemnifying party in the defense or settlement of the claim at the indemnifying party's expense. Notwithstanding the foregoing, the indemnifying party (i) may not make an admission of fault on behalf of the other party without written consent, (ii) any settlement requiring the party seeking indemnification to admit liability requires prior written consent, not to be unreasonably withheld or delayed, and (iii) the other party may join in the defense with its own counsel at its own expense.

9.4 Options. If Customer's use of the Solutions has become, or in Arctic Wolf's opinion is likely to become, the subject of any claim of infringement, Arctic Wolf may at its option and expense: (a) procure for Customer the right to continue using and receiving the Solutions as set forth hereunder; (b) replace or modify the Solutions to make them non-infringing; (c) substitute an equivalent for the Solutions; or (d) if Arctic Wolf, in its sole discretion, determines that options (a)-(c) are not reasonably practicable, terminate this Agreement and refund any pre-paid unused Fees as of the effective date of termination.

10. Warranty and Warranty Disclaimer.

10.1 Solutions Warranty. ARCTIC WOLF WARRANTS THAT DURING THE SUBSCRIPTION TERM AND PROVIDED THAT CUSTOMER IS NOT IN BREACH OF THIS AGREEMENT THAT: (I) THE SOLUTIONS PROVIDED UNDER THIS AGREEMENT DO NOT INFRINGE OR MISAPPROPRIATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY; (II) THE SOLUTIONS SHALL SUBSTANTIALLY PERFORM AS DESCRIBED IN THE DOCUMENTATION; AND (III) IT WILL COMPLY WITH ALL FOREIGN, PROVINCIAL, FEDERAL, STATE AND LOCAL STATUTES, LAWS, ORDERS, RULES, REGULATIONS AND REQUIREMENTS, INCLUDING THOSE OF ANY GOVERNMENTAL (INCLUDING ANY REGULATORY OR QUASI-REGULATORY) AGENCY APPLICABLE TO ARCTIC WOLF AS IT PERTAINS TO ITS OBLIGATIONS AND THE DATA REQUIRED FOR THE PERFORMANCE OF THE SOLUTIONS DESCRIBED HEREIN. IN THE EVENT OF ANY BREACH OF THIS SECTION 10.1, ARCTIC WOLF SHALL, AS ITS SOLE LIABILITY AND CUSTOMER'S SOLE REMEDY (OTHER THAN ARCTIC WOLF'S INDEMNIFICATION OBLIGATIONS IN SECTION 9.1 ABOVE), REPAIR OR REPLACE THE SOLUTIONS THAT ARE SUBJECT TO THE WARRANTY CLAIM AT NO COST TO CUSTOMER OR IF ARCTIC WOLF IS UNABLE TO REPAIR OR REPLACE, THEN ARCTIC WOLF WILL REFUND ANY PRE-PAID FEES FOR THE SOLUTIONS, OR PARTS THEREOF, SUBJECT TO THE WARRANTY CLAIM. EXCEPT FOR THE WARRANTIES DESCRIBED IN THIS SECTION, THE SOLUTIONS ARE PROVIDED WITHOUT WARRANTY OF ANY

KIND, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES OF TITLE. CUSTOMER ACKNOWLEDGES THAT THE SOLUTIONS ARE PROVIDED "AS IS" AND FURTHER ACKNOWLEDGES THAT ARCTIC WOLF DOES NOT WARRANT: (A) THE OPERATION OF THE SOLUTIONS WILL BE UNINTERRUPTED, OR ERROR FREE; (B) THE SOLUTIONS ARE NOT VULNERABLE TO FRAUD OR UNAUTHORIZED USE; AND (C) THE SOLUTIONS WILL IDENTIFY OR DETECT EVERY VULNERABILITY OR SECURITY ISSUE. CUSTOMER IS RESPONSIBLE AND ARCTIC WOLF SHALL HAVE NO RESPONSIBILITY FOR DETERMINING THAT THE USE OF THE SOLUTIONS COMPLIES WITH APPLICABLE LAWS IN THE JURISDICTION(S) IN WHICH CUSTOMER MAY DEPLOY AND USE THE SOLUTIONS.

10.2 Open Source Warranty. The Software may include Open Source Software. To the extent included in the Software, Open Source Software is governed solely by the applicable open source licensing terms, if any, and is provided "AS IS", and Arctic Wolf hereby disclaims all copyright interest in such Open Source Software. Arctic Wolf provides no warranty specifically related to any Open Source Software or any applicable Open Source Software licensing terms. Any fees paid by Customer to Arctic Wolf are for Arctic Wolf's proprietary Software only, and not for any Open Source Software components of the Software. Any license associated with an Open Source Software component applies only to that component and not to Arctic Wolf's proprietary Software or any other third-party licensed software. The foregoing language is not intended to limit Arctic Wolf's warranty obligation for the Solutions set forth in Section 10.1. "Open Source Software" means software with its source code made available pursuant to a license by which, at a minimum, the copyright holder provides anyone the rights to study, change, and/or distribute the software to anyone and for any purpose.

10.3 Third Party Product. Third Party Product (as defined in this Section 10.3) may carry a limited warranty from the third-party publisher, provider, or original manufacturer of such Third Party Products. To the extent required or allowed, Arctic Wolf will pass through to Customer or directly manage for the benefit of Customer's use of the Third Party Products as part of the Solutions (such decision to be made in Arctic Wolf's discretion), the manufacturer warranties related to such Third Party Products. "Third Party Product" means any non-Arctic Wolf branded products and services (including Equipment, and any operating system software included therewith) and non-Arctic Wolf-licensed software products, including Open Source Software.

10.4 Customer Warranties. Customer represents and warrants that it shall: (i) be responsible for ensuring the security and confidentiality of all Administrator IDs and passwords; (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Solutions; (iii) notify Arctic Wolf promptly upon discovery of any unauthorized use of the Solutions or any breach, or attempted breach, of security of the Solutions; (iv) not violate any foreign, provincial, federal, state and local statutes, laws, orders, rules, regulations and requirements applicable to Customer's performance of its obligations herein, including those of any governmental (including any regulatory or quasi-regulatory) agency, Trade Control laws, and regulations and the U.S. Foreign Corrupt Practices Act (the ***"FCPA"***); (v) not use the Solutions and transfer any Solutions Data to Arctic Wolf for any fraudulent purposes; and (vi) implement safeguards within Customer's environment to protect the Solutions, including specifically, the Equipment, from the introduction, whether intentional or unintentional, of: (1) any virus or other code, program, or sub-program that damages or interferes with the operation of the Equipment or halts, disables, or interferes with the operation of the Solutions; or (2) any device, method, or token whose knowing or intended purpose is to permit any person to circumvent the normal security of the Solutions.

11. Limitation of Liability. FOR ANY CAUSE RELATED TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN AN ACTION BASED ON A CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ANY OTHER LEGAL THEORY, HOWEVER ARISING, ARCTIC WOLF WILL IN NO EVENT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR: (A) DAMAGES BASED ON USE OR ACCESS, INTERRUPTION, DELAY OR INABILITY TO USE THE SOLUTIONS, LOST REVENUES OR PROFITS, LOSS OF SOLUTIONS, BUSINESS OR GOODWILL, LOSS OR CORRUPTION OF DATA, LOSS RESULTING FROM SYSTEM FAILURE, MALFUNCTION OR SHUTDOWN, FAILURE TO ACCURATELY TRANSFER, READ OR TRANSMIT INFORMATION, FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION, SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION, BREACHES BY AN AUTHORIZED PARTNER, OR BREACHES IN CUSTOMER'S SYSTEM SECURITY; OR (B) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES; OR (C) ANY AMOUNTS THAT EXCEED THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER FOR THE SOLUTIONS THAT ARE THE SUBJECT OF THE CLAIM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT WHICH GIVES RISE TO SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY WHETHER OR NOT ARCTIC WOLF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. BOTH PARTIES UNDERSTAND AND AGREE THAT THE LIMITATIONS OF LIABILITIES FOR EACH PARTY SET FORTH IN THIS AGREEMENT ARE REASONABLE AND THEY WOULD NOT HAVE ENTERED INTO THE AGREEMENT WITHOUT SUCH LIMITATIONS.

12. Term and Renewal. This Agreement shall be in effect for the Subscription Term specified in the Order Form. The Order Form or other equivalent transaction document containing the terms related to the length of the Subscription Term and any renewal thereof, and any other related terms, as may be applicable, shall be between Customer and the Authorized Partner. Notwithstanding the foregoing, and unless otherwise set forth on an Order Form, the Subscription Term to the Solutions will automatically renew, in its entirety, at the end of the initial Subscription Term for the same period of time as the initial Subscription Term, but in no event more than a twelve (12) month term, and subject to the then-current terms and price at the time of renewal; provided however, if either party would like to opt out of automatic renewal or reduce the scope of the Subscription of the Solutions, then such party must notify the other party no less than sixty (60) days prior to the expiration of the then-current Subscription Term.

13. Updates. Arctic Wolf reserves the right to modify this Agreement, the Terms, and the Documentation in Arctic Wolf's sole discretion provided that changes to the Solutions Terms shall not materially decrease the Solutions features and functionalities that Customer has subscribed to during the then-current Subscription Term. Should Arctic Wolf make any modifications to the Agreement, the Terms, or Documentation, Arctic Wolf will post the amended terms on the applicable URL links and will update the ***"Last Updated Date"*** within such documents and notify Customer via the Customer Portal, Customer newsletter, https://arcticwolf.com/terms/ website, or such other written communication method implemented by Arctic Wolf from time-to-time. Customer may notify Arctic Wolf within 30 days after the effective date of the change of its rejection of such change. If Customer notifies Arctic Wolf of its rejection during such thirty (30) day period, then Customer will remain governed by the terms in effect immediately prior to the change until the end of Customer's then-current Subscription Term. However, any subsequent renewal of the Subscription Term will be renewed under the then-current terms, unless otherwise agreed in writing by the parties.

14. Termination. Either party may terminate this Agreement for cause if the other party commits a material breach of this Agreement, provided that such terminating party has given the other party ten (10) days advance notice to try and remediate the breach. Upon termination, Customer agrees to cease all use of the Arctic Wolf Technology, installed or otherwise, and permanently erase or destroy all copies of any Arctic Wolf Technology, including all Content and virtual Equipment, that are in its possession or under its control and promptly remove and return all physical Equipment to Arctic Wolf. Except as otherwise required by law, Arctic Wolf will remove, delete, or otherwise destroy all copies of Confidential Information in its possession upon the earlier of (i) the return of the Equipment, if applicable, to Arctic Wolf, or (ii) one hundred-twenty (120) days following termination. Notwithstanding anything contrary in this Agreement, should Customer fail to return any Equipment within ninety (90) days following discontinuation of use of the Equipment or termination or expiration of this Agreement, Customer will be liable for the replacement cost of the Equipment, which shall be due and owing upon receipt of the invoice from Arctic Wolf or the Authorized Partner, and Customer shall be liable for any breach of the Confidential Information and Arctic Wolf Technology contained within the unreturned Equipment. Sections 6 through 13, 14, and 15 will survive the non-renewal or termination of this Agreement.

15. Miscellaneous.

15.1 Except as otherwise provided herein, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) on the next business day after the date sent, if sent for overnight delivery by a generally recognized international courier (e.g., FedEx, UPS, DHL, etc.) (receipt requested); or (c) on the date sent by e-mail (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient. Such communications must be sent to the respective parties at the addresses set forth on the signature page hereof (or at such other address for a party as shall be specified in a notice given in accordance with this Section 15). For contractual purposes, Customer (1) consents to receive communications in an electronic form via the email address it provides herein or via the Customer Portal; and (2) agrees that all agreements, notices, disclosures, and other communications that Arctic Wolf provides electronically satisfies any legal requirement that those communications would satisfy if they were on paper. This Section does not affect Customer's non-waivable rights.

15.2 Notwithstanding any other terms to the contrary contained herein, Customer grants Arctic Wolf the right to use Customer's name or logo in customer lists, marketing materials, and verbal discussions with prospective customers to communicate that Customer uses the Solutions. If Arctic Wolf intends to disclose information about Customer's purchase(s) (such as dollar amount of sale or project objectives) in conjunction with the use of Customer's name or logo, Arctic Wolf will obtain Customer's prior written or email approval.

15.3 The parties to this Agreement are independent contractors. Neither party has the authority to bind the other party without the express written authorization of the other party. Nothing herein may be construed to create an employer-employee, franchisor-franchisee, agency, partnership, or joint venture relationship between the parties. Arctic Wolf shall be primarily liable for the obligations of its Affiliates and any subcontractors used in the delivery of the Solutions.

15.4 This Agreement shall inure to the benefit of and be binding upon the respective permitted successors and assigns of the parties. Customer shall not be entitled to assign, subcontract, delegate or otherwise transfer any of its rights and/or duties arising out of this Agreement and/or parts thereof to third parties, voluntarily or involuntarily, including by change of control, operation of law or any other manner, without Arctic Wolf's express prior written consent. Any purported assignment, subcontract, delegation or other transfer in violation of the foregoing shall be null and void. No such assignment, subcontract, delegation or other transfer shall relieve the assigning party of any of its obligations hereunder.

15.5 The rights and obligations of the parties under this Agreement shall not be governed by the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods or the United Nations Convention on the Limitation Period in the International Sale of Goods, as amended. This Agreement shall be governed by the laws of the State of California without regard to the conflicts of law provisions thereof. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in Santa Clara County, California in English and in accordance with the JAMS International Arbitration Rules then in effect. Any judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, each party shall have the right to institute an action in a court of proper jurisdiction for preliminary injunctive relief pending a final decision by the arbitrator(s), provided that a permanent injunction and damages shall only be awarded by the arbitrator(s). In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees.

15.6 Each party acknowledges and agrees that any dispute or claim that may arise out of or relate to this Agreement is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby. Further, each party agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to this Agreement must be filed within one year after such claim or cause of action arose.

15.7 No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

15.8 If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. The parties agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purpose of such void or unenforceable provision. Arctic Wolf does not accept, expressly or impliedly, and rejects and deems deleted any additional or different terms or conditions that Customer presents, including, but not limited to, any terms or conditions contained Customer's purchase order, or other such document, or established by trade usage or prior course of dealing.

15.9 This Agreement (including the exhibits hereto, if any, and any BAA (as defined in Section 15.10 below)) constitutes the parties' entire agreement by and between the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous agreement or

understanding by and among the parties with respect to such subject matter. Except as otherwise provided herein, this Agreement may be amended, modified or supplemented only by an agreement in writing signed by each party.

15.10 In the event that Arctic Wolf receives personal healthcare information in the delivery of the Solutions, the parties agree to comply with the Business Associate Addendum (**"*BAA*"**) located at https://arcticwolf.com/terms/business-associate-addendum/ or such other equivalent agreement/addendum as required under applicable health information/privacy laws. In the event the parties have entered into a BAA or equivalent agreement in relation to protected health information, the parties intend for both this Agreement and BAA or equivalent agreement to be binding upon them and the BAA or equivalent agreement is incorporated into this Agreement by reference.

15.11 The parties have participated mutually in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted mutually by the parties and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

15.12 The parties have agreed that this Agreement as well as any notice, document or instrument relating to it be drawn up in English only; *les parties aux présentes ont convenu que la présente convention ainsi que tous autres avis, actes ou documents s'y rattachant soient rédigés en anglais seulement.*

15.13 Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[signature page to follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the Effective Date.

Arctic Wolf Networks, Inc.:	**Customer:** ISD 709 Duluth Public Schools
Signed: Nick Schneider	**Signed:** DocuSigned by: Cathy Erickson C441EF167EF2415
Name: Nick Schneider	**Name:** Cathy Erickson
Title: President & CEO	**Title:** CFO
Date:	**Date:** 7/28/2022
Notice Address: PO Box 46390 Eden Prairie, MN 55344 Attn: General Counsel legal@arcticwolf.com	**Notice Address:** 4316 Miller Trunk Highway Suite 108 Duluth, MN 55811

STATEMENT OF WORK

Project Name:	Duluth Public Schools-2021.01-E-Rate PAN Services	**Seller Representative:** Dave Donarski +1 (847) 465-6000 davedon@cdwg.com
Customer Name:	Duluth Independent School District No. 709 (MN)	
CDW Affiliate:	CDW Government LLC	
Date:	July 21, 2022	**Solution Architect:** James Puzic
Drafted By		

This statement of work ("Statement of Work" or "SOW") is made and entered into on the last date that this SOW is fully executed as set forth below ("SOW Effective Date") by and between the undersigned, CDW Government LLC ("Provider," and "Seller,") and Duluth Independent School District No. 709 (MN) ("Customer," and "Client,").

This SOW shall be governed by Seller's "**SOW Services**," accessed via the "**Terms & Conditions**" link at http://www.cdwg.com (the "Agreement"). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement. References in the Agreement to a SOW or a Work Order apply to this SOW.

PROJECT SUMMARY

Customer currently has a PA5220 and looking to migrate to a PA5410.

PROJECT SCOPE

The professional services engagement includes:

- Palo Alto Firewall Health Check
- Palo Alto Firewall Upgrade (Once config moved to new hardware)
- Palo Alto Firewall Migration

APPROACH

Seller will follow a phased approach to deliver the services shown above. The following phases will be utilized to achieve the objective stated above.

PROJECT KICK-OFF MEETING

Seller will begin with a project kick-off meeting with Customer core project team. The kick-off meeting will last approximately one hour and will include:

- Introductions of Customer and Seller team members.
- Establishment of roles and the scheduling of the first engineering discovery session.
- Knowledge transfer and review of your company and vision.
- Review of Customer-provided information and clarification of questions.
- Review of goals for the project.
- Firewall Discovery and Requirements Gathering.
- During the discovery and requirements gathering phase, Seller will work with the customer to identify pertinent information that will drive the design and implementation of the Palo Alto Firewall Solution. During this phase, Seller will work with key Customer project stakeholders to:
    - Identify Customer's business and technical requirements.
    - Review Customer's existing infrastructure that is relevant to the success of the project.
    - Discuss Palo Alto firewall management, features, and capabilities.
    - Discuss and review high availability options.
    - Discuss Customer's security policy and methods for enforcement leveraging Palo Alto firewall appliances.

FIREWALL DISCOVERY AND REQUIREMENTS GATHERING

During the discovery and requirements gathering phase, Seller will work with the customer to identify pertinent information that will drive the design and implementation of the Palo Alto Firewall Solution. During this phase, Seller will work with key Customer project stakeholders to:

- Identify Customer's business and technical requirements.
- Review Customer's existing infrastructure that is relevant to the success of the project.
- Discuss Palo Alto firewall management, features, and capabilities.
- Discuss Customer's security policy and methods for enforcement leveraging Palo Alto firewall appliances.
- Review Customer's existing firewall configuration.

PLANNING AND DESIGN

During the Planning and Design phase, Seller will work with customer to design the Palo Alto solution and plan the firewall implementation. This phase may include but not limited to the following items:

- Plan implementation activities based on information collected during the requirements gathering phase
- Review required network architecture changes needed to accommodate the new firewall(s).
- Placement of firewall(s) along with physical and logical connectivity.
- Document the proposed design and conduct a review with key Customer project stakeholders.

IMPLEMENTATION AND TESTING

Customer and Seller will implement the Palo Alto firewall solution to satisfy the requirements and design that were discussed in the Discovery phase of the project. This phase may include but not limited to the following items:

- Configure and Implement Palo Alto firewall appliances based on the design and planning phase.
    - Perform any necessary re-imaging or updates to software to accommodate design.
    - Physical and logical connectivity.
    - Security Zones.
    - Static and or dynamic routing.
    - NAT/PAT policies.
    - Access Control policies.
    - High availability.

  - Application policies.
  - Threat Prevention Policies.
  - DNS Inspection and Sinkhole policies.
  - Site to Site VPN(s).
- Test Palo Alto firewall solution for proper operations.
- Cutover and First Day Support.

FIREWALL HEALTH CHECK

The goal of the health check is to identify any firewall design, components, or configurations that may prevent a successful firewall upgrade.

During the firewall health check, Seller will leverage its experience with Palo Alto firewalls to help the customer avoid potential issues. Seller will review the Customer's existing firewall deployment and make recommendations on design or configuration changes that are needed to improve their firewall environment. The firewall health check may include but not limited to the following items:

- Firewall Environment Review – Seller will work with Customer to understand their firewall environment, related components, and challenges.
- Firewall Design and Configuration Review – Seller will analyze the current firewall design and configuration to look for gaps or deficiencies in the following areas:
  - Management connectivity
  - Firewall resiliency
  - Software version and patch levels
  - Firewall networking configurations
  - Firewall features and the corresponding firewall configurations
- Problem Investigation - Seller will investigate challenges presented by Customer during the firewall environment review session and any problems revealed during the design and configuration review.
- Findings Report and Presentation - Seller will present the Health Check findings during a review session with Customer.
- Remediation - Seller has allocated (15) hour(s) to assist in remediating issues discovered during the Health Check. Customer and Seller will work together to determine which specific issues, if any, need to be remediated. If additional hours are needed for the Seller to fully resolve the issues Customer can request a Change Order.

FIREWALL UPGRADE

Seller will upgrade the Palo Alto firewall solution to a recommended code version based on Customer's requirement. Palo Alto firewall components that will be upgraded include:

(1) Palo Alto NGFW Appliance(s)

CUTOVER

Seller will work with Customer to move the Palo Alto firewall solution into production. The firewall cutover will take place during a scheduled maintenance period. Once the cutover is complete Seller will work with Customer to test the Palo Alto firewall solution for proper operations. In addition, Seller will assist Customer with required application testing to validate firewall policy and configurations.

First Day of Support

On the first product day following the cutover, Seller will provide day one support to assist the customer with any issues that may be present. Seller will review configurations and make modifications to the firewall configuration as needed to account for the Customer's unique environment.

If a malware outbreak is identified, Seller will assist Customer in identifying and remediating the infected hosts. If the outbreak is determined to be severe and Customer wishes Seller assistance with remediation a Change Order may be required for additional remediation efforts.

Project Closure

The Seller project team will participate in a project closure meeting where the project history will be reviewed and the final project documentation will be delivered to the Customer.

Customer Responsibilities

Customer is responsible for the following:

- Providing Seller staff with appropriate physical and/or network access to perform tasks defined in this statement of work.
- Providing all change control procedures, notifications and maintenance windows that are necessary for the performance of this project.
- Providing providing a resource who is familiar with the existing firewall solution.
- Providing any hardware, software, and/or certificates that are required for installation.
- Configuration of their LDAP or Active Directory environment when integrating with the Palo Alto solution. Seller will provide guidance on the required configuration for integration.
- Providing documentation for required connectivity through the firewall that includes source IP, destination IP, port, protocol information, and network address translation requirements. If traffic analysis is required to determine the appropriate connectivity information; it may result in a revision of the services estimate.
- Providing racking, cabling, and powering of all equipment. Customer to verify there is adequate power, UPS, rack space, and network connectivity for the devices included on the bill of materials.
- Providing application testing to be performed during cutover(s).
- Providing a supported virtualization environment for any Palo Alto components that are to be virtualized.
- Coordinating and communicating configuration changes to site-to-site VPN(s). A change order may be needed to add additional hours for maintenance windows that must be rescheduled due to Third-Party vendors not being available.

Project Assumptions

This SOW is based on the following assumptions.

1. Seller will review initial low-level design with Customer. After mutual agreement, Customer will sign off on acceptance of the design. Any subsequent changes to the design can be made by requesting a Change Order. Seller implementation of the Change Order may be billed at additional cost on a Time and Materials basis.
2. Project will require Customer to migrate firewall policies from an old firewall to the new Palo Alto firewall platform.
3. Existing firewall configurations will be migrated 'as-is' and consists of:
    - No more than (6) Interfaces/Zone(s)
    - No more than (50) Object(s)

- No more than (172) Access Control Rule(s)
- No more than (13) NAT/PAT statement(s)
- No more than (2) L2L tunnel(s)

4. Work can be performed remotely.

Additional service hours may be required as a result of changes or other unforeseen complexities as determined during the project.

OUT OF SCOPE

Tasks outside this SOW include, but are not limited to:

- Training documentation.
- Configuration of any other network equipment not directly related task of implementing and/or upgrading the Palo Alto firewall Solution.
- Racking, cabling, and powering hardware equipment.
- Configurations or designs not supported by Palo Alto.
- Firewall Configuration Cleanup and Optimization.

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

Item(s) Provided to Customer:

Item	Description	Format
Health Check Findings Report	A document that records the findings identified during the firewall health check and potential solutions	PDF
Migration Plan	A document that details the firewall migration plan	PDF

GENERAL RESPONSIBILITIES AND ASSUMPTIONS

- Customer is responsible for providing all access that is reasonably necessary to assist and accommodate Seller's performance of the Services.
- Customer will provide in advance and in writing, and Seller will follow, all applicable Customer's facility's safety and security rules and procedures.
- Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment, other than solely as a result of Seller's gross negligence and willful misconduct.
- This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.

PROJECT MANAGEMENT

Seller will assign a project management resource to perform the following activities during the project:

1. **Kickoff Meeting**

- Coordinate and facilitate kickoff meeting
- Review SOW including project objectives, schedule, and logistics
- Identify and confirm project participants
- Discuss project prerequisites
- Create and distribute escalation and contact lists

2. **Project Schedule or Plan**
   - Create a project plan that details the schedule and resources assigned to the project. The schedule should align with the estimated project duration as established in the Project Scheduling section.
   - Monitor project scope and expectations
   - Identify and manage project risks
   - Monitor the status and progress of the project and the quality of items provided
   - Communicate at regular intervals as agreed upon
   - Ensure project timelines, dependencies, budgets, and closure are met within the project lifecycle
3. **Status Meetings and Reports**
   - Status meetings will be conducted on a regular cadence schedule to proactively identify any issues that may arise in order to mitigate risk
   - Scheduling will be based on agreement with stakeholders, the estimated project duration, and budget available
   - Seller and Customer will discuss action items, tasks completed, tasks outstanding, risks, issues, key decisions, and conduct a budget review
   - The project management resource will document and distribute meeting notes and/or action items for all meetings, and will act as the main POC to Customer, if requested
4. **Change Management**
   - When a change to a project occurs, the Seller's project change control process will be utilized
   - The project management resource will facilitate any necessary change order(s) and administrative task(s) as necessary
5. **Project Closure**
   - Once verbal scope completion is confirmed, a written Project Closure Acceptance will be provided for client to formally acknowledge
   - If desired, the project team will meet to recap, answer any questions, and address project transition activities and next steps

CONTACT PERSONS

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**"). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule **("Anticipated Schedule") based on Seller's project management methodology. Any dates, deadlines, timelines or schedules** contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

The following scheduling scenarios that trigger delays and durations to extend beyond what's been planned may require a Change Order:

- Site preparation, such as power, cabling, physical access, system access, hardware/software issues, etc. must be completed in a timely manner.
- Project tasks delegated to Customer PMs/Engineers/Techs/Management/Resources must be completed in a timely manner. For example, in the event a project 's prioritization is demoted, and Customer resources are reallocated causing the project's schedule to extend on account of experiencing interruptions to its momentum requiring complete stop(s) and start(s).
- External projects/dependencies that may have significant impact on the timeline, schedule and deliverables. It is Seller's assumption that every reasonable attempt will be made to mitigate such situations.

TOTAL FEES

The total fees due and payable under this SOW ("Total Fees") include both fees for Seller's performance of work ("Services Fees") and any other related costs and fees specified in the Expenses section ("Expenses").

Seller will invoice for Total Fees. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein. The pricing included in this SOW expires and will be of no force or effect unless it is signed by Customer and Seller within thirty (30) days from the Date list on the SOW, except as otherwise agreed by Seller. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

SERVICES FEES

Services Fees will be calculated on a TIME AND MATERIALS basis.

The invoiced amount of Services Fees will equal the rate applicable for a unit of a service or resource ("Unit Rate") multiplied by the number of units being provided ("Billable Units") for each unit type provided by Seller (see Table below).

Services Fees of $14,873.00 is merely an estimate and does not represent a fixed fee. Neither the Billable Units of 59 nor the Services Fees are intended to limit the bounds of what may be requested or required for performance of the Services.

The rates presented in the table below apply to scheduled Services that are performed during Standard Business Hours (meaning 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding holidays). When Seller invoices for scheduled Services that are not performed during Standard Business Hours, Services Fees will be calculated at 150% of the Unit Rates. For any unscheduled (i.e., emergency) Services performed at any time of the day, Services Fees will be calculated at 200% of the Unit Rates.

Any non-Hourly Units will be measured in one (1) unit increments when Services are performed remotely or at any Customer-Designated Location(s) (as defined below).

Any Hourly Units will be measured in one (1) hour increments with a minimum of one (1) hour billed each day Services are performed remotely and four (4) hours billed each day Services are performed at any Customer-Designated Location(s). When Hourly Seller personnel must travel more than two (2) hours a day to work at any Customer-Designated Location(s), there will be a minimum of eight (8) hours billed for each day (less travel time that is invoiced pursuant to the "Expenses" section below).

Upon notice, Seller may adjust the rates below, provided that the rates will remain fixed for at least six (6) months after the SOW Effective Date and then again for at least six (6) months after any subsequent adjustment.

The rates below only apply to Services specified in this SOW as it may be amended by one or more Change Order(s).

Table – Services Fees

Unit Type	Unit Rate	Billable Units	Subtotal
Senior Engineer – Per Hour	$255.00	48	$12,240.00
Senior Engineer – OT Per Hour	$383.00	1	$383.00
Project Manager – Per Hour	$225.00	10	$2,250.00
Subtotal		**59**	**$14,873.00**
Less Services Acceleration funding			***($10,000.00)***
Estimated Totals			**$4,873.00**

EXPENSES

Seller will invoice Customer for Seller's reasonable, direct costs incurred in performance of the Services. Direct expenses include, but may not be limited to: airfare, lodging, mileage, meals, shipping, lift rentals, photo copies, tolls and parking. Seller will charge actual costs for these expenses. Any projected expenses set forth in this SOW are estimates only.

Travel time will not be billed for this project.

Travel Notice

The parties agree that there will be no travel required for this project.

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the locations specified on the attached Exhibit ("**Customer-Designated Locations**").

SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

CDW Government LLC	**Duluth Independent School District No. 709 (MN)**
By: chris schroeder	By: Catherine Erickson
Name: Services Contracts Manager	Name: Catherine Erickson
Title: Services Contract Manager	Title: CFO
Date: Jul 28, 2022	Date: Jul 28, 2022
Mailing Address: 200 N. Milwaukee Ave. Vernon Hills, IL 60061	Mailing Address: 4316 RICE LAKE RD STE 108, STE 108, ACCTS PAYABLE DULUTH, MN 55811-4012

IAG Host School Agreement

This HOST SCHOOL AGREEMENT ("Agreement"), effective as of July 1st, 2022 ("Effective Date"), is entered into by and between International Alliance Group, LLC, ("IAG") and Duluth Public Schools, (the "Host", and together with IAG, each a "Party", and collectively, the "Parties").

WHEREAS, The International TeachAlliance Program (the "Program") by IAG offers international teachers the opportunity to participate in a cultural exchange program in the United States, while learning valuable professional skills, improving English language capability, and learning about the culture and history of the U.S.;

WHEREAS, the Host agrees that hosting exchange teachers ("Exchange Teachers") and participating in the Program will result in their students' gaining a better understanding of the world outside the United States of America as they interact with Exchange Teachers from another part of the world;

WHEREAS, IAG utilizes designated United States Department of State ("State Department") J-1 Teacher cultural exchange program sponsors.

WHEREAS, the Host agrees to host a number of Exchange Teachers (as set forth below); and

WHEREAS, the Parties have read the State Department regulations governing the Program[1] (the "Regulations") and agree that they will comply with the Regulations from the time of signing this Agreement, as such Regulations may be amended from time to time.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and agreements set forth herein, the Parties, intending to be legally bound, hereby agree as follows:

1. **OBLIGATIONS**

a. Host Obligations. During the term of this Agreement, the Host shall use commercially reasonable efforts to comply with the Host obligations set forth in Exhibit A ("Host Obligations"). The Host shall comply with, and require its employees, agents, and

[1] Regulations can be found at: https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=9adf677eb80094061be39ec4fd4fe4e0&mc=true&n=pt22.1.62&r=PART&ty=HTML

subcontractors (including personnel of subcontractors) to observe and comply with any and all legal requirements applicable to the Host Obligations.

b. **IAG Obligations**. During the term of this Agreement, IAG shall use commercially reasonable efforts to recruit Exchange Teachers (the "IAG Obligations", and together with the Host Obligations, the "Services"), for the Exchange Teacher positions set forth in Exhibit B ("Positions").

c. **Cooperation**. Each Party shall cause its employees to reasonably cooperate with employees of the other and provide reasonable assistance to the extent required for effective delivery of the Services. The Host shall provide IAG with such information and documentation as is reasonably requested by IAG and the Host shall perform actions and tasks requested by IAG to enable IAG to perform the IAG Obligations in accordance with this Agreement.

d. **Third Party Services**. IAG shall have the right to engage the services of independent contractors to deliver or assist IAG in carrying out the IAG Obligations contemplated under this Agreement. IAG will supervise the performance of such third parties to ensure that the IAG Obligations meet, in all material respects, the requirements of this Agreement.

e. **Consideration for IAG Obligations**. The IAG Obligations shall be provided by IAG in consideration of the Host's payment of the amounts specified for the IAG Obligations set forth on Exhibit C hereto.

2. REPRESENTATIONS AND WARRANTIES

IAG represents and warrants to the Host, and the Host represents to IAG, that such Party has all necessary rights and authority to enter into this Agreement and to perform its obligations hereunder.

3. CONFIDENTIALITY

a. **Confidential Information**. Each Party acknowledges that in connection with the provision of the Services and the Parties' other obligations contemplated by this Agreement, the Parties will exchange certain confidential information, including the personal information of the Exchange Teachers ("Confidential Information"). The Confidential Information will be and remain the sole property of the Party (and its assigns) providing such Confidential Information, provided however, that the personal information of the Exchange Teachers (including health information) will remain the property of the respective Exchange Teacher. Each Party shall use the same degree of care which it normally uses to protect its own Confidential Information to prevent the disclosure to third parties of the Confidential Information belonging to the other Party and the Exchange Teachers. Neither Party shall make any use of the Confidential Information of the other, except as contemplated or required by the terms of this Agreement or any other written agreement between the Parties. Notwithstanding the foregoing, this Section 3 shall not apply to any information that (a) was publicly known at the time of disclosure or has become publicly known through no fault of the receiving Party, (b) was received by the receiving Party from a third party without

a duty of confidentiality, or (c) was independently developed by the receiving Party without any reliance on the proprietary information.

b. **Permitted Disclosures**. Nothing herein shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation, or order, and provided further that any Party disclosing Confidential Information pursuant to this Section 3(b) shall promptly provide written notice of any such order to the other Party.

4. LIMITATION OF LIABILITY

Except in the event of the gross negligence or intentional misconduct of a Party, in no event shall either Party have any liability under any provision of this Agreement for any punitive, incidental, consequential, special or indirect damages, including loss of future revenue or income, loss of business reputation or opportunity relating to the breach or alleged breach of this Agreement, or diminution of value or any damages based on any type of multiple, whether based on statute, contract, tort or otherwise, and whether or not arising from the other Party's sole, joint, or concurrent negligence, strict liability, criminal liability or other fault. In addition, notwithstanding any damages the Host may incur for any reason whatsoever, except in the event of the gross negligence or intentional misconduct of IAG, the entire liability of IAG under this Agreement shall be limited to the fees actually received by IAG pursuant to this Agreement. The provisions of this Section 4 shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

5. INDEMNIFICATION.

a. **Indemnification Obligations**. Each Party ("Indemnifying Party") shall indemnify, hold harmless, and defend the other Party and its managers, officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including professional fees and reasonable attorneys' fees, that are incurred by Indemnified Party/awarded against Indemnified Party in a final judgment ("Losses"), arising out of any third-party claim alleging: (i) any grossly negligent or more culpable act or omission of Indemnifying Party or its personnel (including any reckless or willful misconduct) in connection with the performance of its obligations under this Agreement; (ii) any bodily injury, death of any person, or damage to real or tangible personal property caused by the grossly negligent or more culpable acts or omissions of Indemnifying Party or its personnel (including any reckless or willful misconduct); or (iii) any failure by Indemnifying Party to comply with any applicable federal, state, or local laws, regulations, or codes in the performance of its obligations under this Agreement.

b. **Limitations on Indemnification**. Notwithstanding anything to the contrary in this Agreement, Indemnifying Party is not obligated to indemnify, hold harmless, or defend Indemnified Party against any claim (whether direct or indirect) if such claim or

corresponding Losses arise out of or result from, in whole or in part, Indemnified Party's: (i) gross negligence or more culpable act or omission (including recklessness or willful misconduct); or (ii) bad faith failure to comply with any of its obligations set forth in this Agreement.

c. **Outside Factors**. The Host acknowledges that some factors, including recruitment of Exchange Teachers with specified qualifications, Exchange Teacher acceptance of position and J-1 visa approval, are outside of IAG's control. The Host agrees that, notwithstanding anything else in this Agreement to the contrary, IAG will have no liability to the Host if IAG cannot timely fill the Positions or is otherwise unable to fulfill the IAG Obligations to the satisfaction of the Host.

6. TERM AND TERMINATION

a. **Term**. This Agreement begins on the Effective Date and shall continue in effect until June 30th, 2025. Notwithstanding the foregoing, Section 3, Section 4 and Section 5 shall survive any expiration or termination of this Agreement. The Parties may extend this Agreement for similar terms in writing and signed by both Parties at any time before the expiration of any applicable term.

b. **Termination**. Either Party may terminate this Agreement at any time if the other Party materially breaches this Agreement relating to the Services, the non-breaching Party has notified the breaching Party in writing of such failure, and such failure continues for a period of fifteen (15) business days after the delivery to the breaching party of written notice of such material breach. This Agreement may be terminated in whole or in part, at any time, by mutual written consent of IAG and the Host.

c. **Effect of Termination**. The Parties acknowledge and agrees that, notwithstanding anything to the contrary contained in this Agreement or otherwise, all obligations of the Parties to provide Services hereunder shall immediately cease upon the expiration of the term for, or the date of termination of, such Service, provided however, that if, at the time of the termination or expiration of this Agreement, any Exchange Teacher is filling a Position at the Host's school or school district, the Parties will continue to cooperate in good faith to ensure that such Exchange Teacher can successfully complete their Program participation.

7. GENERAL

a. **Force Majeure**. No Party shall bear any responsibility or liability for any damages arising out of any delay, inability to perform, or interruption of its performance of its obligations under this Agreement due to any acts or omissions of the other Party hereto or for events beyond its reasonable control including, without limitation, acts of God, acts of governmental authorities, acts of the public enemy, or due to war, riot, flood, civil commotion, insurrection, pandemics, labor difficulty, severe or adverse weather conditions, lack of or shortage of electrical power, malfunctions of equipment or software programs, in each case that could not have been avoided through reasonable efforts by such Party. If any Party's performance of its obligations are subject to any failure or delay as the result of a force majeure event, such Party shall use its commercially reasonable efforts to end the failure or delay as soon as reasonably practicable and to minimize the effects of such event.

b. **Governing Law and Jurisdiction**: Any action or suit brought relating to this Agreement or the Program must be commenced and maintained in the appropriate state court of Arizona, located in Maricopa County, Arizona or a Federal district court located in Maricopa County, Arizona, as applicable. The Parties irrevocably consent to jurisdiction and venue in such courts for such purposes and agree not to seek transfer or removal of any action commenced in any such court and agree that Arizona law applies irrespective of any conflict of laws analysis. In the event either Party to this Agreement institutes an action or other proceedings to enforce any rights arising under this Agreement, the Party prevailing in such action or other proceeding will be paid all reasonable costs and attorneys' fees by the other Party. Such fees to be set by the court and not by a jury and to be included in any judgment or award entered in such proceeding.

c. **Waiver of Jury Trial**: EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

d. **Relationship of the Parties**. IAG and the Host shall for all purposes be considered independent contractors with respect to each other, and neither shall be considered an employee, employer, agent, principal, fiduciary, partner, or joint venturer of the other.

e. **No Third-Party Beneficiaries**. This Agreement is for the sole benefit of the Parties hereto and their affiliates and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

f. **Assignment**. The Host may not assign any of its rights or obligations hereunder without the prior written consent of IAG. This Agreement shall inure to the benefit of and be binding upon any successors or permitted assigns of the Parties.

g. **Entire Agreement; Amendment**. This Agreement constitutes the entire agreement between IAG and the Host with respect to the subject matter hereof. This Agreement shall not be amended, altered, or changed except by a written agreement signed by the Parties hereto.

h. **No Waiver**. No delay or omission on the part of either Party to this Agreement in requiring performance by the other Party or in exercising any right hereunder shall operate as a waiver of any provision hereof or of any right or rights hereunder; and the waiver, omission, or delay in requiring performance or exercising any right hereunder on any one occasion shall not be construed as a bar to or waiver of such performance or right, or of any right or remedy under this Agreement, on any future occasion.

i. **Notices**. All notices, requests, demands, claims, and other communications hereunder shall be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly delivered four business days after it is sent by registered or certified mail, return receipt requested, postage prepaid, or one business day after it is sent for next business day delivery via a reputable nationwide overnight courier service, in each case to the intended recipient as set forth below:

If to IAG:

International Alliance Group, LLC Incorporated
18025 West Denton Avenue
Litchfield Park, Arizona 85340
Attn.: Isaiah Thaler
E-mail: Isaiah@IAGUSG.org
Phone: 616.890.1079

If to HOST:

Duluth Public Schools
Address 4316 Rice Lake Road
Attn.: Brenda Spartz
E-mail: brenda.spartz@isd709.org
Phone: 218-336-8700 ext. 1028

Any Party may give any notice, request, demand, claim, or other communication hereunder using any other means (including personal delivery, expedited courier, messenger service, facsimile, ordinary mail, or electronic mail), but no such notice, request, demand, claim, or other communication shall be deemed to have been duly given unless and until it actually is received by the Party for whom it is intended. Any Party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other Party notice in the manner herein set forth.

j. **Section Headings**. Section headings are for descriptive purposes only and shall not control or alter the meaning of this Agreement.

k. **Severability**. If any provision of this Agreement shall for any reason be held illegal or unenforceable, such provision shall be deemed separable from the remaining provisions of this Agreement and shall in no way affect or impair the validity or enforceability of the remaining provisions of this Agreement.

l. **Counterparts**. This Agreement may be executed in two or more counterparts (including by facsimile or by an electronic scan delivered by electronic mail), each of which shall be deemed an original but all of which together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each Party hereto and delivered to the other Party, it being understood that each Party need not sign the same counterpart. This Agreement may be executed and delivered by facsimile or by an electronic scan delivered by electronic mail.

m. **Official Language**: The Parties hereto agree that English is the governing language of this Agreement. This English version may be translated into another language for convenience of the Parties. The Parties agree that if there were any discrepancy or

controversy regarding the interpretation, content, or meaning of any of the provisions of this Agreement, the English version shall prevail.

IN WITNESS WHEREOF, the Host and IAG have duly executed this Agreement as of the day and year first above written.

International Alliance Group, LLC

By: _____

Name: Jason D. Hammond Garcia

Title: President

Duluth Public Schools

By: _____

Name: John Magas

Title: Superintendent

Budget Code
01 E 012 030 000 394 000

Exhibit A

Host Responsibilities

1. Employ Exchange Teachers in temporary, non-tenure position for exchange period as agreed in Employment Agreement and Letter of Intent to Hire and fulfill all contractual agreements made with Exchange Teachers.
2. Employ Exchange Teachers directly and maintain direct supervision and guidance of Exchange Teachers under the Host's school and school district.
3. Agrees to only assign Program Exchange Teachers to full-time teaching positions in accredited K-12 classrooms, including prekindergarten language immersion programs, offered as regular courses of study by accredited primary schools.
4. Pay Exchange Teachers at customary rate for similar proven experience and at the equivalent level as counterparts from the U.S. and according to the same duties, responsibilities, hours of employment, and compensation.
5. Provide Exchange Teachers with full-time (at least 32 hours per week) paid employment as identified on their written job offer and pay Exchange Teachers eligible for overtime in accordance with applicable FLSA state or federal law.
6. Provide training and/or orientation specifically designed for new Exchange Teachers, including but not limited to: overview of program and significant components including cultural exchange; information on wages and any deductions from wages, including for housing and transportation; and local community resources, including locally available health care.
7. Agrees to embrace the cultural exchange spirit of the program and offer opportunities for exchange with United States citizens to all participants.
8. Agrees to facilitate and encourage Exchange Teachers' participation in at least two cross-cultural activities per academic year and the cross-cultural component as part of the exchange.
9. Provide IAG copies of any contract signed between Exchange Teachers and the Host's school or school district.
10. Notify IAG in the event of any issues or concerns with Exchange Teachers' performance, prior to any decision made to implement a performance plan or move to termination.
11. Notify IAG of any changes in Exchange Teachers' employment status, known address, or any other problem that arises related to Exchange Teachers' health, safety and welfare.
12. Provide IAG with written documentation detailing the circumstances of the Host's termination of an Exchange Teachers' employment in a timely manner.
13. Abide by the Regulations governing the Program.

Exhibit B

Positions

The Host requests that IAG recruit 2 J-1 Exchange Teachers.

Teacher Name(s):	Email:

Exhibit C

International Alliance Group Pricing Structure

The Host agrees to pay IAG the percentages designated below for each Exchange Teacher (or other listed employ group). Partnering rates are based on the employee's total annual compensation and invoiced annually following the Exchange Teacher's (or other designated employee's) first day of reported duty.

Teacher Types	Partnering Rate
General Education, PreK-12	20%*
Special Education	25%*
Other Hard to Fill Positions	25%*
Paid Invoice After Teacher's First Day	+1%*

*Pricing and procurement is contingent upon a 2022 cooperative contract award.

IAG will provide medical insurance that meets the coverage requirements of the State Department regulation 22 C.F.R. §62.14. IAG will invoice annually following the Exchange Teacher's (or other designated employee's) first day of reported duty.

The Host understands that in the event of Exchange Teacher (or designated employee's) termination or resignation, IAG will issue a refund that is prorated based on the duration of the Exchange Teacher's (or designated employee's) stay at the Host School or School District, less a $1,000 non-refundable fee.

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EMAILED
JUN 30 2022
TO: Brett

Houck Transit Advertising

Contract Agreement for Transit Advertising Services

Advertiser Contact Information	
Advertiser Name	Duluth Public Schools
Agency Name	
Contact Name	Adelle Wellens
Address 1	4316 Rice Lake Rd, Suite 108
Address 2	
City, State, Zip	Duluth, MN 55811
Phone Number	
email address	adelle.wellens@isd709.org
Billing Contact Information	
INVOICE TO: Contact Name	Adelle Wellens
email address	adelle.wellens@isd709.org

Contract Details	
Contract Start Date:	7/1/2022
Contract End Date:	6/30/2023
Document Date:	5/17/2022
Contract type:	New
Tax Status:	Exempt*
Form Received:	YES

** Sales tax will be collected unless a Sales Tax Exempt Form is received with this contract.*

The Agency/Advertiser (undersigned) hereby contracts with Houck Transit Advertising for the placement and maintenance of the media described in the markets as listed below on behalf of Company/Advertiser Name and product/service names herein, upon all terms and conditions set forth on the front and back hereof (page 1 and page 2).

MEDIA SPACE:

MARKET	MEDIA TYPE	SIGNS	SIZE	COST PER SIGN	PERIODS	PER PERIOD COST	TAX RATE	TAX AMOUNT	SUBTOTAL
MN Duluth	Full Wrap	1	35'	$ 975.00	12.0	$ 975.00	0.00%	$ -	$ 975.00
						$ -	0.00%	$ -	$ -
						$ -	0.00%	$ -	$ -
						$ -	0.00%	$ -	$ -
						$ -	0.00%	$ -	$ -
							Per Period Total:		**$ 975.00**

267

PRODUCTION and/or INSTALLATION:

MARKET	MEDIA TYPE	SIGNS	SIZE	COST PER SIGN	PRODUCTION COST	TAX RATE	TAX AMOUNT	SUBTOTAL
MN Duluth	Full Wrap	1	35'	$ 7,500.00	$ 7,500.00	0.00%	$ -	$ 7,500.00
					$ -	0.00%	$ -	$ -
					$ -	0.00%	$ -	$ -
					$ -	0.00%	$ -	$ -
					$ -	0.00%	$ -	$ -
						Production Total:		**$ 7,500.00**

RECEIVED
JUN 24 2022
ACCTS PAYABLE

Notes:
Production will be billed in June 2022.

Total Space Cost:	**$ 11,700.00**
Total Production Cost:	**$ 7,500.00**
Total Cost of Contract:	**$ 19,200.00**
Payment Terms	**Net 30**

Advertiser/Agency Contact Name: Duluth Public Schools
Advertiser/Agency Signature: John Mapps
Signed Date: 5/31/22

Houck Transit Advertising Contact:
Houck Transit Advertising Signature: Donna Leonard
Signed Date: 5/17/22

RECEIVED
MAY 31 2022
BY: Adelle

639

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HOUCK TRANSIT ADVERTISING CONTRACT

TERMS & CONDITIONS

1. Agreement upon Acceptance. Until accepted and signed, this Agreement constitutes only an offer to purchase the advertising services described herein.
2. Term. The term of this contract is the number of periods so specified. This contract is non-cancelable as signed.
3. Approval, Indemnity. HOUCK reserves the right to reject at any time (either before or after posting) any copy, pictorial or otherwise, which is offensive to the moral standards of the community, or which is false, misleading or deceptive, or which is in violation of existing laws, or which has a tendency to induce or may result in the creation of laws designated to restrict Transit Advertising Industry, or which in the sole discretion of HOUCK in any way reflects on the character, integrity or standing of any individual, firm or corporation. The Advertiser and/or the Agency each agree to defend, indemnify and hold HOUCK harmless from any and all claims, loss, liability, judgments, costs and reasonable attorney's fees incurred by HOUCK arising out of, or related to, the contents or subject matter of any copy displayed pursuant to this Agreement.
4. Agent's Representation. If this Agreement is executed by an Advertising Agency, Agency represents that it is duly authorized to execute this agreement on behalf of the Advertiser, and acknowledges that HOUCK may, at its option, hold both Advertiser and Agency, jointly or severally, liable for the full performance of this Agreement.
5. Payment. Advertiser/Agency agrees to pay for all advertising space contracted for within the listed payment terms on page 1. A finance charge of 1.5% per month may be assessed to the account if payment is not received within terms. If this Agreement is executed by an agency, Agency understands that HOUCK may notify Advertiser in the event Agency fails to pay any invoice within thirty (30) days of invoice due date. **A 3% fee will be charged on all credit card payment transactions.** Online ACH transactions, eChecks or paper checks are available at no added charge.
6. HOUCK reserves the right to remove signs from buses if the Advertiser/Agency is more than sixty (60) days past the due date on any invoice.
7. Form of Credit. **Any credit due Advertiser/Agency for any reason shall be in the form of extended service.**
8. Default. In the event Advertiser/Agency shall fail to pay any invoice when due, or makes an assignment for the benefit of creditors, or if a petition in bankruptcy or for reorganization under the Bankruptcy Act is filed by or against it, HOUCK may, at its option, terminate this Agreement upon 5 days notice to Advertiser/Agency. Should HOUCK institute any action or proceedings to recover amounts due hereunder, Advertiser/Agency agrees to pay the full contract amount, in addition to such amounts, HOUCK's costs and disbursements, including reasonable attorney's fees and finance charges at 1.5% per month.
9. Governing Law, Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. Any dispute arising out of this agreement shall be resolved in a court of appropriate jurisdiction located in Ramsey County, Minnesota. Each of the parties hereto consents and submits to the personal jurisdiction of the State and Federal courts located in Ramsey County, Minnesota.
10. Any failure or delay , in whole or in part, in providing the displays agreed to herein, resulting from acts of God, strikes, concerted action by employees or labor organizations, boycotts, riots, civil insurrection, war, national emergencies, governmental restrictions, inability to secure specified material, or from any other cause beyond the control of HOUCK, shall not constitute a breach of this Agreement.
11. LIMITATION OF LIABILITY. HOUCK'S LIABILITY FOR ANY AND ALL LOSSES OR DAMAGES TO ADVERTISER/AGENCY RESULTING FROM HOUCK'S FAILURE TO PERFORM ANY PART OF THE SERVICES SPECIFIED HEREIN SHALL IN NO EVENT EXCEED THE PRICE OF THE DISPLAY WITH RESPECT TO WHICH LOSES OR DAMAGES ARE CLAIMED. IN NO EVENT SHALL HOUCK BE RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.
12. Assignment. The rights of Advertiser/Agency hereunder are not assignable without the prior written consent of HOUCK.
13. Display Date. If display is delayed because artwork is received by HOUCK less than ten (10) days prior to Display Date, HOUCK shall bill and Advertiser/Agency shall pay for the full Display Period and the Display Period shall be deemed to commence on the date of insertion and continue for the full term.
14. Divisibility, Adjustment. In the event HOUCK is unable to perform a part of the advertising services specified herein, HOUCK reserves the right to eliminate such part. Credit for any service so eliminated shall be given Advertiser/Agency by extending the Display Period of this Agreement proportionately to the value of the service so eliminated.
15. Warranty. Any issues from a completed service that result due to the services rendered by Houck Transit Advertising and/or their subcontractors and their application process such as unnatural peeling or bubbling, substandard (compared to industry standard) application, etc., Houck Transit Advertising agrees to cover all costs for 1 year from date of installation for vinyl and labor expenses and schedule at the soonest available opening within a normal operating capacity given Advertiser/Agency by extending the Display Period of this Agreement proportionately to the value of the service so eliminated. Any bonus signage and any materials provided to us for installation are not warrantied for any period of time.
16. In the event that both a HOUCK Advertising Company contract and Advertiser/Agency contract or purchase order are in force for the same space and there is conflicting provision, then the HOUCK contract provision shall take precedence over the Advertiser/Agency provision.
17. This contract shall not be construed to include buses in or on which advertising is not permitted.
18. Advertiser gives HOUCK permission to use photos of Advertiser's signs for self-promotion.
19. If for any reason HOUCK shall cease to have the right to maintain, control or continue the advertising on any of the buses covered by this contract, HOUCK reserves the right to cancel the advertising hereunder, as to such buses, without prejudice to this contract as to the remainder of the contract.
20. Entire Agreement. This agreement embodies the entire Agreement between the parties, and may only be changed by written agreement and signed by all parties.

Duluth Public Schools

Advertiser/Agency Signature: John Magas — **Signed Date:** 5/31/22

Houck Transit Advertising: Donna Leonard — **Signed Date:** 5/17/22

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AGREEMENT

THIS AGREEMENT, made and entered into this 1 day of July, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Duluth Community School Collaborative , 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 7/1/2022 and shall remain in effect until 8/31/2022, 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 Duluth Community School Collaborative will provide a six week, no-cost summer camp for 60 Myers-Wilkins students. Students will engage in art activities led by local artists, health and gardening, sports and outdoor recreation, social-emotional skill building activities, as well as weekly field trips. The program will culminate in a showcase of students' artistic expression.

The Office of Education Equity will contract with a local artist who will lead art activities 1x per week during summer programming, attend initial summer planning session, and support the final student showcase. OEE will also support art supply expenses for local artist.

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 pay Contractor for performing said obligations up to a sum not to exceed $5,000 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: Nate Smith , 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 Duluth Community School Collaborative, 32 East 1st St. Suite 202, Duluth, MN 55802 ATTN: Kelsey Gantzer, Executive Director.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature	41-2002724 SSN/Tax ID Number	7/22/2022 Date
Program Director		7/25/22 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	540	203	313	305	324
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	7/26/22 Date

AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of June 2022 ,by and between Independent School District #709, a public corporation, hereinafter called District, and Joe Keno LLC, 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 June 27th, 2022, and shall remain in effect until June 30th, 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.** Contractor will utilize their unique knowledge and perspective as a Red Cliff Tribal member to plan and participate in a 2 day American Indian Education summer program extended field trip. The contractor will set up activities geared toward local Red Cliff tribal history for 20 American Indian Middle and High school students and up to 8 adult staff/chaperones. Examples such as connecting with tribal elders to share tribal teachings/stories and tours of significant historical places and tribal businesses.

3. **Background Check.** *N/A*
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 the 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 $2,000.00 (Two-thousand dollars) at a rate of $1,000.00/day. (includes preplanning, contacting tribal elders and businesses, and tour guide for 2 full days)

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: American Indian Education Office and Office of Education Equity, 215 North 1st Avenue East, Duluth, MN 55802.

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: **Joseph Montano Sr.;** 37375 Community Rd. #20 Bayfield, WI 54814 (906)767-9178

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 [redacted] SSN/Tax ID Number Date

Program Director 7/25/2022 Date

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

This contract is funded by either:

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

Please check the appropriate line below:

__X___ Check if the contract will be paid using District funds and enter the budget code in

the top line below (enter in blank spots following the example).

01	E	005	605	320	305	340
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 7/26/22 Date

STATE OF MINNESOTA

MINNESOTA STATE COLLEGES AND UNIVERSITIES

CONCURRENT ENROLLMENT CONTRACT

This contract is by and between ***Duluth Public Schools, 4316 Rice Lake Road; Duluth MN 55811*** (hereinafter DISTRICT) and the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf **of *Lake Superior College, 2101 Trinity Road, Duluth, MN 55811*** (hereinafter MINNESOTA STATE).

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

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

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

NOW, THEREFORE, it is agreed:

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

Lake Superior College Instructor Mentors shall:
- Collaborate with the high school CITS instructor to clarify approved college course outline and outcomes, to create a syllabus for each course, and to verify the syllabus meets college criteria.
- Extend invitations to CITS teachers to participate in appropriate campus-based faculty development activities.
- Meet regularly (face-to-face, email, telephone or via other technology) with high school CITS instructor and monitor assignments, exams, projects, and instructional effectiveness to ensure course meets the learning outcomes in the LSC course outline.

- Make at least one visit per course if requested by the high school instructor.
- Provide current college text information, course outlines, sample syllabi, sample exams, assignments, and exercises for the high school CITS teacher's use.
- Provide instructors who have taught the course previously with copies of new course outlines, new calendars, schedules, or other information as courses change.
- Create records of site visits and course evaluations per NACEP accreditation requirements.
- Support CITS instructors, giving additional time and attention to instructors new to the program.

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

High School Instructors, Administrators, and Staff shall:

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

3. CONSIDERATION AND TERMS OF PAYMENT.

a. Consideration for all services performed and goods or materials supplied by MINNESOTA STATE pursuant to this contract shall be paid by the DISTRICT as follows: The DISTRICT shall pay Three thousand and 00/100 dollars ($3,000.00) per course per teacher. If one teacher teaches multiple sections, it is one fee; if more than one teacher is assigned to separate sections of the same course, there is an additional fee to be paid by the DISTRICT of Three thousand and 00/100 dollars ($3,000.00) per teacher. The billing date for courses is October 30, 2022 with payment by the DISTRICT due 30 days later. (See attachment A for course and cost details).
There is no cost to the student.

b. Terms of Payment. LAKE SUPERIOR COLLEGE will bill for courses by October 31, 2022 with payment by DISTRICT due 30 days later.

4. TERM OF CONTRACT. This contract shall be effective on ***July 1, 2022*, or upon the date that the final required signature is obtained by MINNESOTA STATE,** whichever occurs later, and shall

remain in effect until ***June 30, 2023*** or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first.

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

6. AUTHORIZED REPRESENTATIVES.

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

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

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

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

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

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

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

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

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

11. GOVERNMENT DATA PRACTICES ACT. The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The DISTRICT and MINNESOTA STATE must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MINNESOTA STATE in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the DISTRICT in accordance with this contract.

The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the DISTRICT or MINNESOTA STATE. In the event the DISTRICT receives a request to release the data referred to in this clause, the DISTRICT must immediately notify MINNESOTA STATE. MINNESOTA STATE will give the DISTRICT instructions concerning the release of the data to the requesting party before the data is released.

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

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

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

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

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

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

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

APPROVED:

1. **MINNESOTA STATE COLLEGES AND UNIVERSITIES**

   Lake Superior College

By (authorized signature)	
Title	VP of ASA.
Date	7-18-22

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

By (authorized signature)	
Title	Superintendent
Date	7/28/22

By (authorized signature)	
Title	
Date	

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

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

Attachment A - 2022-2023 LSC CITS COURSES **Cost: $18,000 (6 x $3000)**

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

AEO	MATH 1150	Pre-Calculus	5	Jenny Ahern	AY
Denfeld	MATH 1150	Pre-Calculus	5	Tim White	AY
Denfeld & East	ALTH 1400**	Introduction to Allied Health	2	Kimberly Olson	Fall
Denfeld & East	ALTH 1410**	Medical Terminology	1	Kimberly Olson	Fall
Denfeld & East	NUNA 1420	Nursing Assistant	3	Kimberly Olson	Spring
East	MATH 1150	Pre-Calculus	5	Bill Garnett	AY
East	BIOL 1005**	Introduction to Cell Biology	1	James Kyes	AY
East	BIOL 1140**	Human Anatomy & Physiology I	4	James Kyes	AY

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

Duluth Public Schools

District Name	Duluth Public Schools
District Number	#709
District Contact	Joan Lancour
District Contact Email	joan.lancour@isd709.org
AEO CITS Contact	Paula Williams
AEO CITS Contact Email	paula.williams@isd709.org
AEO Principal	Nathan Glocke
AEO Principal Email	Nathan.glocke@isd709.org
East CITS Contact	Jamie Savre
East CITS Contact Email	Jamie.savre@isd709.org
East Principal	Danette Seboe
East Principal Email	danette.seboe@isd709.org
Denfeld CITS Contact	Leah Hamm-Digatono
Denfeld CITS Contact Email	leah.hamm-digatono@isd709.org
Denfeld Principal	Tom Tusken
Denfeld Principal Email	Thomas.tusken@isd709.org
Curriculum & Instruction	Jennifer Larva
Curriculum & Instruction Email	jennifer.larva@isd709.org
Superintendent	John Magas
Superintendent Email	superintendent@isd709.org

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
CONCURRENT ENROLLMENT CONTRACT

This contract is by and between Duluth Public Schools ISD #709 (Denfeld High School and East High School) 4316 Rice Lake Road, Suite 108, Duluth, MN 55811, (hereinafter DISTRICT) and the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Fond du Lac Tribal and Community College, 2101 14th St, Cloquet, MN 55720 (hereinafter MINNESOTA STATE or Fond du Lac Tribal and Community College (FDLTCC).

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

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

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

NOW, THEREFORE, it is agreed:

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

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
CONCURRENT ENROLLMENT CONTRACT

Fond du Lac Tribal and Community College Instructor Mentors shall:

- Collaborate with the high school CITS instructor to clarify approved college course outline and outcomes, to create a syllabus for each course, and to verify the syllabus meets college criteria.
- Extend invitations to CITS teachers to participate in appropriate campus-based faculty development activities.
- Meet regularly (face-to-face, email, telephone or via other technology) with high school CITS instructor and monitor assignments, exams, projects, and instructional effectiveness to ensure course meets the learning outcomes in the FDLTCC course outline.
- Make at least one on-visit per course.
- Provide current college text information, course outlines, sample syllabi, sample exams, assignments, and exercises for the high school CITS teacher's use.
- Provide instructors who have taught the course previously with copies of new course outlines, new calendars, schedules, or other information as courses change.
- Create records of site visits and course evaluations per NACEP accreditation requirements.
- Support CITS instructors, giving additional time and attention to instructors new to the program.

2. DUTIES OF DISTRICT. The DISTRICT agrees to provide the following:
High School Instructors, Administrators, and Staff shall:

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

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
CONCURRENT ENROLLMENT CONTRACT

3. CONSIDERATION AND TERMS OF PAYMENT.

   a. Consideration for all services performed and goods or materials supplied by MINNESOTA STATE pursuant to this contract shall be paid by the DISTRICT as follows: The DISTRICT shall pay three thousand and 00/100 dollars ($3,000.00) per course per teacher. If one teacher teaches multiple sections, it is one fee; if more than one teacher is assigned to separate sections of the same course, there is an additional fee to be paid by the DISTRICT of three thousand and 00/100 dollars ($3,000.00) per teacher. The billing date for courses is October 1, 2022, with payment by the DISTRICT due 60 days later. ***There is no cost to the student.***
   b. Terms of Payment. FOND DU LAC TRIBAL AND COMMUNITY COLLEGE will bill for courses on October 1, 2022, with payment by DISTRICT due 60 days later.

4. TERM OF CONTRACT. This contract shall be effective on ***September 1, 2022*, or upon the date that the final required signature is obtained by MINNESOTA STATE,** whichever occurs later, and shall remain in effect until ***June 30, 2023,*** or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first.

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

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

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

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

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

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
CONCURRENT ENROLLMENT CONTRACT

10. GOVERNMENT DATA PRACTICES ACT. The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The DISTRICT and MINNESOTA STATE must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MINNESOTA STATE in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the DISTRICT in accordance with this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the DISTRICT or MINNESOTA STATE. In the event the DISTRICT receives a request to release the data referred to in this clause, the DISTRICT must immediately notify MINNESOTA STATE. MINNESOTA STATE will give the DISTRICT will respond appropriately as permitted or required by law.

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

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

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

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

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

An affirmative action, equal opportunity employer and educator

Fond du Lac Tribal & Community College

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
CONCURRENT ENROLLMENT CONTRACT

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

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

By (authorized signature) Cathrin Eloop
Title CFO
Date 7/7/22

2. **Fond du Lac Tribal and Community College**

By (authorized signature) Stephanie Hemmett
Title President
Date 5/26/2022

AS TO FORM AND EXECUTION: Fond du Lac Tribal and Community College

3.

By (authorized college/university/system office initiating agreement) Bret Buskowski
Title CFO
Date 5/25/2022

ATTACHMENT A

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
CONCURRENT ENROLLMENT CONTRACT

Concurrent Enrollment Program Eligibility

A. For juniors, class rank in the upper one-third of their class or have a score at or above the 70th percentile on a nationally standardized, norm-referenced test, or have at least a 3.0 GPA
B. For seniors, class rank in the upper one-half of their class or have a score at or above the 50th percentile on a nationally standardized, norm-referenced test or have at least a 2.5 GPA
C. 9th or 10th grade students who rank in the upper one-tenth of their class or attain a score at or above the 90th percentile on a nationally standardized, norm-referenced test, or have a favorable recommendation from a designated high school official to enroll in that course.
D. Fond du Lac Tribal and Community College offers many options for placement: 1. The college can use **Accuplacer, ACT,** and **MCA** scores for course placement; 2. If students do not have scores from the tests previously listed, **the High School Grade Point Average (GPA)** or **guided self-placement** will be used to place students into courses.

Writing: A student who receives a college-ready score on any of the following Writing/ English tests shall be placed in courses that designate college-level writing skills.

High School GPA- 2.6 or higher. Within the last 10 years

Accuplacer Reading: 250 (Multiple measures: 236-249 and 2.5 or higher High School GPA) Within the last 3 years

ACT: 18 or higher on the English portion (Multiple Measures: 17 and 2.5 or higher High School GPA) Within the last 5 years

Mathematics: A student who receives a college-ready score any of the following math tests shall be placed in courses that designate college-level math skill.

High School GPA: 2.8 or Higher AND a grade of C- or better in high school Algebra II (or higher) Within the last 10 years

Accuplacer (AFF math)- 250 (Multiple Measures 236-249 and High GPA 2.7 or higher)- College Algebra Within the last 2 years

ACT: 22 or higher on the math portion (Multiple Measures: 20 and 2.7 or higher High School GPA)– College Algebra. Within the last 5 years.

MCA Math: 11th grade math test score of 1158 or higher (Multiple Measures: 1152-1157 and 2.7 or higher High School GPA) – College Algebra. Within the last 5 years

MCA Statistics: 11th grade math test score of 1148 or higher (Multiple Measures: 1146-1147 and 2.7 or higher High School GPA) – Introduction to Statistics. Within the last 5 years

MCA Statistics: 11th grade math test score of 1148 or higher (Multiple Measures: 1146-1147 and 2.7 or higher High School GPA) – Introduction to Statistics. Within the last 5 years

DocuSign Envelope ID: 17B989F7-42C7-4FA4-BB66-5C2FEF71BA02

Company Address	180 Montgomery St. Suite 750 San Francisco, CA 94104 United States
Please send any billing questions to ar@seesaw.me	

Bill To Name	Duluth Independent School District 709
Created Date	6/30/2022
Expiration Date	8/31/2022
Quote Number	00048565

Contract Summary

Contract Start Date	9/1/2022	Contract End Date	8/31/2023
# of Students	3,300.00		
Total Price	USD 17,820.00		
Tax	USD 0.00		
Grand Total	USD 17,820.00		

Contract Details

Product	Quantity	Sales Price	Total Price	Invoice Date
Seesaw for Schools	3,300.00	USD 6.00	USD 19,800.00	9/1/2022
Volume Discount (2,500 - 4,999)	3,300.00	USD -0.60	USD -1,980.00	9/1/2022

Admin Sponsor (e.g. Principal, Director of Instructional Tech, etc.)

Decided to purchase (or renew) Seesaw. Will be included in conversations about our partnership progress.

Name: Jen Larva
Email: jen.larva@isd709.org
Title: Director of Education
Phone: 218-336-8700

Seesaw Lead

Responsible for Seesaw training and adoption. Main Seesaw point of contact throughout the contract.

Name: Joan Lancour
Email: joan.lancour@isd709.org
Title: Asst. to Dir. of Ed.
Phone: 218-336-8700

Tech Lead (Who can help set up your school?)

Lead for Seesaw's technical implementation. Point of contact for technical issues or updates.

Name: Bart Smith
Email: bart.smith@isd709.org
Title: Manager of Technology
Phone: 218-336-8700

Billing Contact - Accounts Payable (Who will pay the invoice?)

Receives invoices. Point of contact on payment-related matters.

Name: Accts Payable
Email: accountspayable@isd709.org
Title: Finance Department
Phone: 218-336-8700

School Address

DocuSign Envelope ID: 17B989F7-42C7-4FA4-BB66-5C2FEF71BA02

Address: 4316 Rice Lake Road

City: Duluth

State: Minnesota

Zip / Post Code: 55811

Upon signing by Customer and submission to web.seesaw.me or your sales representative, this Order Form shall become legally binding unless this Order Form is rejected by Seesaw Learning, Inc. for any of the following reasons: (1) the signatory below does not have the authority to bind Customer to this Order Form, (2) changes have been made to this Order Form (other than completion of the purchase order information and the signature block), or (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this Order Form.

This Order Form is governed by the terms of the Seesaw Learning, Inc. Master Services Agreement ("Agreement") found at https://web.seesaw.me/msa unless (i) Customer has a written master services agreement executed by Seesaw Learning, Inc. for the Services, in which case such written subscription agreement will govern or (ii) otherwise set forth herein. By signing below, the parties agree to be bound by the Agreement.

Name: Catherine Erickson

Date: 7/7/2022

Company: Duluth Public Schools

Title: CFO

Email: catherine.erickson@isd709.org

PO Number (if required):

Accepted By: Catherine Erickson
9306E5BFB5274DA...

Budget Code
01 E 005 203 160 406 011

Seesaw Signature

Name: Kelley Czajka

Company: Seesaw

Accepted By: DocuSigned by: Kelley Czajka
2969ADAB4DA648A...

Date: 7/8/2022

Regents of the University of Minnesota ("University")
Short Form Services Agreement

Department Name: Center for Applied Research and Educational Improvement		**Customer Name:** **Duluth Public Schools**
Customer Address: 4316 Rice Lake Road Suite 108 Duluth, MN 55811		
Phone: 218-336-8711	**Fax:**	**Email:** joan.lancour@isd709.org
Dept. ID No.:11250	**I/ESAF No.:1696**	(No contract assigned) Do not send to External Sales)
Term Start Date: 6/22/22		**Term End Date: 7/25/22**
Description of Services: One, 5-hour workshop covering PRESS classwide & tier 2 Spanish interventions on 7/27/22 from 8-1.		
Provide details and pricing (or enter "see attached Exhibit A"): $5,000.00 total presentation. An electronic (PDF) file of the PRESS Spanish Intervention Manual will be provided at no cost. Customer agrees to issue multiple electronic surveys, developed by the University of Minnesota, to all staff to collect data on training and implementation experiences throughout school year 2022-23.		
Check One: **Single Sale ☒** **Repeating/Multiple Sale ☐**		
	Price per Service:	$5,000.00
	Sales and Use Tax (if applicable):	$
	TOTAL Compensation:	$5,000.00

1. What the University Will Provide. Under this Agreement, University will provide external sales services as described and for the fee set forth above. In the event the compensation is not a fixed firm price for the services, but instead is set forth on an attached schedule and contains published rates, the University reserves the right to modify the fees set forth thereon effective July 1 of each year of this Agreement.

2. What You Will Receive. You will receive a service, a report indicating the results of your requested services and/or the materials described above.

3. Exclusive Terms and Conditions. These terms and conditions are the sole and exclusive terms and conditions applicable to this Agreement. University objects to, and rejects, all other terms and conditions contained in any document provided by Customer at any time. Any handwritten changes to the terms of this Agreement shall be ignored and have no legal effect unless initialed by both parties. Any performance under this Agreement will be deemed acceptance of these terms and conditions and provisions and specifications on the face and Exhibit A of this Agreement and attachments, if any.

Customer agrees that any additional or different terms and conditions on its documents (acknowledgements, invoices, website, purchase order, etc.) shall not be binding on the University, notwithstanding any legend on such document.

4. Ownership of Materials and Presentation. With respect to any workshop/presentation activities under this Agreement, all materials provided by the University during the presentation shall remain the property of the University. Company is provided a license to use the materials in connection with the workshop/presentation, but Company may not copy or distribute the materials without the express written consent of the University. University further owns all rights to the workshop/presentation and the workshop/presentation shall not be recorded or taped in any form without the express written consent of the University.

5. Disclaimer of Warranty and Liability. WHILE THE SERVICES WILL BE PERFORMED IN A PROFESSIONAL MANNER, UNIVERSITY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE WORK TO BE PERFORMED OR THE DELIVERABLES TO BE PROVIDED. IN NO EVENT SHALL UNIVERSITY BE LIABLE FOR ANY SPECIAL, INDIRECT (INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOST PROFITS, OR LOSS OF DATA), INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OF ANY KIND, RESULTING FROM WHATEVER CAUSE WHETHER IN AN ACTION UNDER THEORIES OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE WORK TO BE PERFORMED OR THE DELIVERABLES TO BE PROVIDED UNDER THIS AGREEMENT. IN NO EVENT SHALL UNIVERSITY'S TOTAL LIABILITY TO YOU FOR ANY AND ALL DIRECT DAMAGES EXCEED THE AMOUNTS PAID TO UNIVERSITY UNDER THIS AGREEMENT.

6. Indemnification and Insurance. You agree to indemnify, defend, and hold harmless University against any and all claims, costs, or liabilities, including attorneys' fees and court costs for any loss, damage, injury, or loss of life arising out of (i) use by you (or any third party acting on behalf of or under authorization from you) of information, reports, deliverables, materials, products or other results of University's work to be performed or deliverables to be provided under this order; or (ii) your infringement of a third party's intellectual property rights or violation of any law, rule, or regulation in the provision of any samples to the University. In the event the services are conducted for commercial use or purpose, you represent that you have in force a policy of general liability insurance, with limits not less than $1,000,000 each occurrence, and you agree to furnish proof of such insurance upon request.

7. Applicable Law and Jurisdiction. Minnesota law, without regard to principles of conflict of laws, will govern these terms and conditions. Any dispute relating to this Agreement shall be heard in state court in Hennepin County, Minnesota and you consent to jurisdiction in such courts for this purpose.

8. Use of University Name. Use of University name, logos and other marks of the University, or of any University employee in any publicity, advertising, or news release without the prior written approval of an authorized representative of the University is prohibited.

By signing below, you are indicating your agreement to the above terms and conditions. If you are submitting this order on behalf of a company or institution, you represent that you have the authority to bind such entity to these terms and conditions. In such a case, references to "you" or "your" shall apply to the entity on whose behalf you are signing.

University	Customer
Signature:_____	Signature: [signature]
Print Name: Kim Gibbons	Print Name: John Magas
Title:Director	Title: Superintendent
Date:	Date: 7/26/22

Budget Code
01 E 005 204 414 185 000

RECLAIMING YOUTH AT RISK

Sent: 6/30/2022

Customized Presentation/ Coaching
1-Day Contract

between

Reclaiming Youth at Risk* and Duluth Public Schools, ISD 709

Contact Person:	Martha Lippitt	**Phone:**	218-330-9423 (Martha)
Address:	4316 Rice Lake Rd, Suite 108	**Phone:**	218-336-8741 (office)
	Duluth, MN 55811	**Email:**	Martha.lippitt@isd709.org
Dates of Training:	November 7, 2022	**Name of Trainer:**	Stacy Kelsey

Cost of Customized Presentation & Coaching:

- The host agency will pay Reclaiming Youth at Risk **$3,500** [U.S. Dollars] for up to 6 hours of presentation in one day.
- The host agency will reimburse Reclaiming Youth at Risk for the **trainer's travel, lodging and meal expenses**, unless direct payment arrangements have been made in advance.

Reclaiming Youth at Risk will:

- Coordinate the training details with the contact person designated by the host agency.
- Secure a certified trainer and provide training for the dates indicated above.
- Invoice the host agency for the training fees and expenses as described above.

Host Agency will:

- Secure a suitable meeting room for this training.
- Provide appropriate AV equipment as needed. The trainer will have PowerPoint and DVDs on a personl computer, but will require projection equipment (LCD with sound/speakers), screen, and a lapel microphone (if applicable for the space).
- Provide refreshments for morning and afternoon breaks; at minimum bottled water for trainer/presenter.
- Assist with hotel reservations and travel arrangements for the trainer in consultation with the Reclaiming Youth at Risk contact person.
- If materials are requested, indicate number of participants to Reclaiming Youth at Risk contact person at least three (3) weeks in advance of the training to ensure adequate shipping time for training materials.
- **Pay Reclaiming Youth at Risk upon receipt of invoice and no later than 15 days after final day of training.** The invoice will reflect the actual number of participants / materials used; verified by trainer and attendance records.

Signed: Wendy Beukelman — 6/29/2022
Reclaiming Youth at Risk Representative — Date

Signed: [signature] — 7/13/22
Host Agency Representative — Date

Return to: Reclaiming Youth at Risk, PO Box 650, Lennox, South Dakota 57039 USA

Contact Person: Wendy Beukelman

Phone: 1-605-906-4694 E-mail: wendy@growingedgetraining.com

Budget Code
01 E 005 420 372 366 000

***Cancellation Policy**: If the host agency cancels an event after signing a contract, the host agency will be responsible for reimbursing Reclaiming Youth at Risk for any and all costs incurred by Reclaiming Youth at Risk or the trainer at the time of cancellation (i.e., flight costs, shipping expenses, etc.) and must immediately return all training materials (if applicable) at the host agency's expense. If cancellation by the host agency occurs 15-30 days prior to the event, a fee of 25% of the contract fee will be assessed in addition to any expenses incurred. If the cancellation occurs less than 15 days prior to the event, a fee of 50% of the contract fee will be assessed in addition to any expenses incurred.*

Revised March 2018

RECLAIMING YOUTH AT RISK

Sent: 6/30/2022

Six Keys to Thriving Training
1-Day Contract

between

Reclaiming Youth at Risk* and Duluth Public Schools, ISD 709

Contact Person:	Martha Lippitt	**Phone:**	218-330-9423 (Martha)
Address:	4316 Rice Lake Rd, Suite 108	**Phone:**	218-336-8741 (office)
	Duluth, MN 55811	**Email:**	Martha.lippitt@isd709.org
Dates of Training:	August 29, 2022	**Name of Trainer:**	Stacy Kelsey

Cost of Six Keys to Thriving Training:

- The host agency will pay Reclaiming Youth at Risk **$3,500** [U.S. Dollars] for up to 6 hours of presentation in one day.
- Materials are not required for this training, however, it is recommended that participants purchase the textbook, *Reclaiming Youth at Risk: Evidence-based Essentials.*
- The host agency will reimburse Reclaiming Youth at Risk for the **trainer's travel, lodging and meal expenses**, unless direct payment arrangements have been made in advance.
- The host agency will reimburse Reclaiming Youth at Risk for actual **shipping costs** for textbooks if materials are requested..

Reclaiming Youth at Risk will:

- Coordinate the training details with the contact person designated by the host agency.
- Secure a certified Six Keys trainer and provide training for the dates indicated above.
- Invoice the host agency for the training fees and expenses as described above.

Host Agency will:

- Secure a suitable meeting room for this training.
- Provide appropriate AV equipment as needed. The trainer will have PowerPoint and DVDs on a personl computer, but will require projection equipment (LCD with sound/speakers), screen, and a lapel microphone (if applicable for the space).
- Provide refreshments for morning and afternoon breaks; at minimum bottled water for trainer/presenter.
- Assist with hotel reservations and travel arrangements for the trainer in consultation with the Reclaiming Youth at Risk contact person.
- If materials are requested, indicate number of participants to Reclaiming Youth at Risk contact person at least three (3) weeks in advance of the training to ensure adequate shipping time for training materials.
- **Pay Reclaiming Youth at Risk upon receipt of invoice and no later than 15 days after final day of training.** The invoice will reflect the actual number of participants / materials used; verified by trainer and attendance records.

Signed: Wendy Beukelman — Reclaiming Youth at Risk Representative — Date: 6/29/2022

Signed: [signature] — Host Agency Representative — Date: 7/21/22

Return to: Reclaiming Youth at Risk, PO Box 650, Lennox, South Dakota 57039 USA

Contact Person: Wendy Beukelman

Phone: 1-605-906-4694 E-mail: wendy@growingedgetraining.com

***Cancellation Policy**: If the host agency cancels an event after signing a contract, the host agency will be responsible for reimbursing Reclaiming Youth at Risk for any and all costs incurred by Reclaiming Youth at Risk or the trainer at the time of cancellation (i.e., flight costs, shipping expenses, etc.) and must immediately return all training materials (if applicable) at the host agency's expense. If cancellation by the host agency occurs 15-30 days prior to the event, a fee of 25% of the contract fee will be assessed in addition to any expenses incurred. If the cancellation occurs less than 15 days prior to the event, a fee of 50% of the contract fee will be assessed in addition to any expenses incurred.*

Revised March 2018

Budget Code

01 E 005 420 372 366 000

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Soliant®

ADDENDUM A
Terms of Teleservices Assignment

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

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

Telepractitioner:	Nadia Iftekhar		
Client:	Duluth Public Schools		
Assignment Start Date:	6-13-22	**Assignment End Date:**	8-2-22
Position:	DHH		
Hours per Week:	12		
Bill Rate per Hour	$ 97.50	*Bill Rate is all-inclusive[a]*	
Technology Fee:	$ NA		
	One VocoVision station per full time position at no cost. Additional stations can be provided with a $1,000 per unit refundable deposit and $200 per unit nonrefundable configuration and shipping charge. Deposit will be refunded to the school district upon return of the station(s) in working condition within fifteen (15) days of the assignment being completed.		
Miscellaneous:	Not Applicable		

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

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

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

Duluth Public Schools		**SOLIANT HEALTH, LLC**	
DocuSigned by: John Magas 353DDB6A52D84F1...	7/14/2022	DocuSigned by: William McCrary F8C4D8D41932482...	5/25/2022
Client Representative Signature	Date	Soliant Health Signature	Date
John Magas		William McCrary	
Print Name		Print Name	
Superintendent of Schools		William McCrary	
Title		Title	

DocuSign Envelope ID: C9291FB2-6074-4E5C-A665-78689D57B750

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

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

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

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

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

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

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

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

Duluth Public Schools

DocuSigned by:
John Magas
353DDB8A52B84F1...
Client Representative Signature — 7/14/2022 Date

John Magas
Print Name

Superintendent of Schools
Title

SOLIANT HEALTH, LLC

DocuSigned by:
William McCrary
F8C4D8D41932482...
Soliant Health Signature — 5/25/2022 Date

William McCrary
Print Name

William McCrary
Title

DocuSign Envelope ID: C9291FB2-6074-4E5C-A665-78689D57B750

Duties and Responsibilities

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

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

Duluth Public Schools

DocuSigned by:
John Magas
353DDB6A52D84F1...
Client Representative Signature — 7/14/2022 Date

John Magas
Print Name

Superintendent of Schools
Title

SOLIANT HEALTH, LLC

DocuSigned by:
William McCrary
F6C4DB84F832482...
Soliant Health Signature — 5/25/2022 Date

William McCrary
Print Name

William McCrary
Title

DocuSign Envelope ID: C9291FB2-6074-4E5C-A665-78689D57B750

VocoVision Damaged Equipment Policy

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

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

Please initial DS

Packaging

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

Please initial DS

labcorp

GPI_MTX

MAPT/DULUTH PUBLIC SCHOOL #709
ACCOUNTS PAYABLE-CONFIDENTIAL
215 N 1ST AVE E
DULUTH, MN 55802

July 1, 2022

Dear Valued Client,

Thank you for choosing our company for your employee wellness and testing needs.

Our primary goal is to provide you with dependable and timely laboratory information. We know you rely on our company to offer the latest in employee wellness and testing while continually enhancing its services and information delivery. Achieving these goals requires a considerable investment in technology, facilities, equipment and people. Due to recent inflation, we are raising workplace drug test fees to offset rising supply, operational and labor costs.

The existing agreement for drug testing products and services between Laboratory Corporation of America Holdings and/or its wholly-owned subsidiary, MedTox Laboratories, Inc. and your company is hereby amended and you agree to the following:

Effective 8/1/2022 your current fees will increase 7%.

If you disagree with any of the above terms you must contact us in writing no later than thirty (30) days from the date of this letter. If you do not contact us in writing within this period, and if you continue using the services, you will be deemed to have agreed to these terms.

If you have any questions regarding your fees, please contact your Client Success Manager or Labcorp Service Team (LESClientPricing@labcorp.com). We appreciate your continued business and look forward to serving you and your company.

Sincerely,

Laboratory Corporation of America
and its subsidiary MedTox Laboratories, Inc.

John Magas 7/21/22
John Magas, Superintendent

Duluth Public Schools

Brett Mensing <brett.mensing@isd709.org>

RE: Duluth Public Schools Agreement (665600)

1 message

LESClientPricing <LESClientPricing@labcorp.com> Wed, Jul 20, 2022 at 4:49 PM
To: Brett Mensing <brett.mensing@isd709.org>

Good evening,

The pricing requested is listed below.

Test Code	Test Description	Effective Date	Fee
15223	DOT PANEL	8/1/2022	$ 17.13
88903	5 PANEL+OXY	8/1/2022	$ 20.12
89700	5 PANEL+OXY	8/1/2022	$ 16.37
89740	10 PANEL+OXY+6MAM	8/1/2022	$ 21.40
89763	5 PANEL+OXY+6MAM	8/1/2022	$ 21.40
90700	5 PANEL	2/7/2022	$ 16.01

Thanks,

Danielle LaDoucer

Account Setup & Implementation Supervisor

Labcorp Employer Services

Tel: +1 (651)-638-8771

402 West County Road D
Saint Paul, MN 55112

www.labcorp.com

labcorp

From: Brett Mensing <brett.mensing@isd709.org>
Sent: Monday, July 18, 2022 3:10 PM
To: LESClientPricing <LESClientPricing@labcorp.com>
Subject: [External] Re: Duluth Public Schools Agreement (665600)

EXTERNAL: This email originated from outside of the organization. Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Good afternoon, Danielle,

If you could send a list of updated pricing effective 8/1/22, that would be great.

Thank you!

-Brett

On Mon, Jul 18, 2022 at 3:08 PM LESClientPricing <LESClientPricing@labcorp.com> wrote:

> Hello Brett,
>
> We do not currently have a contract or agreement on file for your account. To confirm, would you like a contract established for your account going forward or are you looking for a list of updated pricing effective 8/1/2022?
>
> Thanks,
>
> **Danielle LaDoucer**
>
> Account Setup & Implementation Supervisor
>
> Labcorp Employer Services
>
> 675 +1 (651)-638-8771

AGREEMENT

THIS AGREEMENT, made and entered into this 24th day of May, 20 22, by and between Independent School District #709, a public corporation, hereinafter called District, and Island Sea Recording, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows: *(insert here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 1/1/21 and shall remain in effect until 6/30/22, 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.** *(insert or attach a list of programs/services to be performed by contractor)* Recording of Choir Performance

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 $ — hourly and $ 2000.00 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: _____, 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) 2117 E. 5th Street Superior WI 54880.

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.

X _____ _____ _____

Contractor Signature SSN/Tax ID Number Date

Jerome Upton _____ _____

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	220	298	000	305	432
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

John Magyar 7/21/22

CFO Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 7th day of January , 2022 , by and between Independent School District #709, a public corporation, hereinafter called District, and Patrick Mulcahy, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows: *(insert here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 7th and shall remain in effect until December 31st, 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.** *(insert or attach a list of programs/services to be performed by contractor)* Theater Lighting/Design

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 $2500 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: Brett Munsing, 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) 4024 Gilliat St. Duluth MN 55804.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature [redacted] SSN/Tax ID Number 6/7/22 Date

Greg Jones/Peter Froehlingsdor
Program Director 11/7/22 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	720	298	000	305	438
XX	X	XXX	XXX	XXX	XXX	XXX

_____ Check if the contract will be paid using Student Activity Funds (Drama – Theatre Lighting Design)

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

CFO / Superintendent of Schools / Board Chair 7-6-22 Date

DocuSign Envelope ID: D8003246-66CC-4868-938F-DF13E8F40992

Contract Number: LSC-2022-024445

F.Y.	Cost Center	Obj. Code	Amount	Vendor #	P.O. #

STATE OF MINNESOTA

MINNESOTA STATE COLLEGES AND UNIVERSITIES

LAKE SUPERIOR COLLEGE

INTER-AGENCY AGREEMENT

WHEREAS, the Board of Trustees of the Minnesota State Colleges and Universities acting on behalf of LAKE SUPERIOR COLLEGE (hereinafter "MINNESOTA STATE") is empowered to enter into interagency agreements pursuant to Minnesota Statutes, Chapter 471.59, Subd. 10; and

WHEREAS, the INDEPENDENT SCHOOL DISTRICT 709 DULUTH ADULT EDUCATION PROGRAM (DAE) (hereinafter "STATE AGENCY") is empowered to enter into interagency agreements pursuant to Minnesota Statutes, Chapter 471.59, Subd. 10; and

NOW, THEREFORE, it is agreed:

1. DUTIES

   a. STATE AGENCY'S DUTIES. The STATE AGENCY shall:

      Provide supplemental/integrated instruction and instructional support for up to four (4) sections of ENGL/READ 0950 and/or ENGL/READ 0955 during the 2022-23 academic year. DAE instruction for each section is six (6) hours per week, or an equivalent of 0.3 FTE, plus preparatory time of 0.35.

      Provide and fund supplemental/integrated instruction and instructional support for a maximum of three (3) sections of MATH 0950/MATH 0955 during the 2022-23 academic year.

      Continue to fund the existing Pathways to College Success program offered at LSC, which meets fourteen (14) hours a week, an equivalent of 0.4 FTE.

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Provide four (4) hours of digital literacy lab support weekly for sixteen (16) weeks during the fall 2022 and sixteen (16) weeks during the spring 2023 semesters, for a total of 128 hours on the LSC campus.

Provide 2-hour workshops monthly four (4) times per fall 2022 and four (4) times per spring 2023 semesters on digital literacy topics critical for student success, for a total of sixteen (16) hours on the LSC campus.

DAE's staff will work with LSC's Safety Office to learn about emergency response protocol.

STATE AGENCY will invoice at the end of each academic semester.

STATE AGENCY will provide training to LSC's advisors relating to services.

b. MINNESOTA STATE 'S DUTIES. MINNESOTA STATE shall:

Provide DAE a designated instructional space on LSC's main campus.

Provide DAE access to a computer lab or classroom with twenty (20) computers. All spaces will be scheduled in accordance with LSC's room scheduling practices.

Provide DAE a designated office space with standard office furniture, desk top computer, and phone.

Provide DAE clients free access to specified college resources including college library services and internet on the same basis as LSC students. Users of IT resources must comply with LSC's policies.

Provide DAE instructors and tutor free access to LSC email, Office 365, and IT help desk on the same basis as LSC students. Users of IT resources must comply with LSC's policies.

Provide DAE instructors copying services.

Provide DAE cleaning materials for sanitizing their common areas after use.

2. CONSIDERATION AND TERMS OF PAYMENT.

a. Consideration for all services performed by STATE AGENCY pursuant to this Agreement shall be paid by the MINNESOTA STATE as follows:

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Reimburse STATE AGENCY for expenses up to, and not to exceed, an amount of Seven Thousand Six Hundred and 00/100 Dollars ($7,600.00) for instructional staff during the 2022-23 academic year.

b. Terms of Payment. Payment shall be made by MINNESOTA STATE within thirty (30) days after the STATE AGENCY has presented invoices for services performed to Lake Superior College.

3. CONDITIONS OF PAYMENT. All services provided by STATE AGENCY pursuant to this Agreement shall be performed to the satisfaction of MINNESOTA STATE, as determined at the sole discretion of its Authorized Representative.

4. TERMS OF AGREEMENT. This agreement shall be effective August 17, 2022, or upon the date that the final required signature is obtained by MINNESOTA STATE, whichever occurs later, and shall remain in effect until June 30, 2023, or until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

6. AUTHORIZED REPRESENTATIVES.

a. MINNESOTA STATE'S Authorized Representative for the purposes of administration of this Agreement is:

Name and Title: Linda Kingston, Vice President ASA
Address: 2101 Trinity Road, Duluth, MN 55811
Telephone: +1 218-733-7637
E-Mail: linda.kingston@lsc.edu

b. The STATE AGENCY'S Authorized Representative for the purpose of administration of the Agreement is:

Name and Title: Angie Frank, Duluth Adult Education Manager
Address: 215 N 1ST AVE E, DULUTH, Minnesota 55802-2069
Telephone: +1 218-336-8725
E-Mail: angie.frank@isd709.org

Each Authorized Representative shall have final authority for acceptance of services of the other party and shall have responsibility to insure that all payments due to the other party are made pursuant to the terms of this Agreement.

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7. ASSIGNMENT. Neither party shall assign nor transfer any rights or obligations under this Agreement without the prior written consent of the other party.

8. AMENDMENTS. Any amendments to this Agreement shall be in writing, and shall be executed by the same parties who executed the original agreement, or their successors in office.

9. LIABILITY. Each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. The parties' liabilities shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Chapter 3.736, and other applicable law.

10. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS.

    a. MINNESOTA STATE shall own all rights, title and interest in all of the materials conceived or created by STATE AGENCY, or its employees or subcontractors, either individually or jointly with others and which arise out of the performance of this Agreement, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form ("MATERIALS").

    STATE AGENCY hereby assigns to MINNESOTA STATE all rights, title and interest to the MATERIALS. STATE AGENCY shall, upon request of MINNESOTA STATE, execute all papers and perform all other acts necessary to assist MINNESOTA STATE to obtain and register copyrights, patents or other forms of protection provided by law for the MATERIALS. The MATERIALS created under this Agreement by STATE AGENCY, its employees or subcontractors, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All of the MATERIALS, whether in paper, electronic, or other form, shall be remitted to MINNESOTA STATE by STATE AGENCY, its employees and any subcontractors and STATE AGENCY, shall not copy, reproduce, allow or cause to have the MATERIALS copied, reproduced or used for any purpose other than performance of STATE AGENCY obligations under this Agreement without the prior written consent of the REQUESTING AGENCY'S Authorized Representative.

    b. STATE AGENCY represents that MATERIALS produced or used under this Agreement do not and will not infringe upon any intellectual property rights of another, including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names.

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11. PUBLICITY. Any publicity given the program, publications, or services provided resulting from this Agreement, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for either party, or its employees individually or jointly with others, or any subcontractors shall not be released prior to approval by the other party's authorized representative.

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

13. OTHER PROVISIONS. None.

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

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

APPROVED:

1. **STATE AGENCY**
   INDEPENDENT SCHOOL DISTRICT 709 DULUTH ADULT EDUCATION PROGRAM

By (authorized signature) John Magas DocuSigned by: John Magas 20F20549A0D144E...
Title Superintendent
Date 7/21/2022 | 10:17:55 AM CDT

2. **VERIFIED AS TO ENCUMBRANCE**

By (authorized signature) Lynn M. Lindahl DocuSigned by: Lynn M Lindahl 57E27F4C2BBB4B5...
Title Administrative Assistant, LAS
Date 7/21/2022 | 10:20:12 AM CDT

3. **MINNESOTA STATE COLLEGES AND UNIVERSITIES**
   LAKE SUPERIOR COLLEGE

By (authorized signature) Linda Kingston DocuSigned by: Linda Kingston E8FEFB02A31747...
Title VP, Academic & Student Affairs
Date 7/25/2022 | 11:59:02 AM CDT

4. **AS TO FORM AND EXECUTION**

By (authorized college/university/system office initiating agreement) Nickoel Anderson DocuSigned by: Nickoel Anderson 7579A826C65D4E7...
Title Director of Business Services
Date 7/25/2022 | 12:00:45 PM CDT

Budget Code
01 E 005 211 000 394 200

LEASE AGREEMENT

TOTAL AMOUNT: $31,000

THIS LEASE AGREEMENT is made by Duluth Public Schools, ISD #709, 4316 Rice Lake Road, Duluth MN, 55811, hereafter referred to as **"TENANT"**, and Udac, Inc., 4724 Mike Colalillo Drive, Duluth, MN 55807, hereafter referred to as **"LANDLORD".**

WHEREAS, Udac, Inc, desires to partner with the TENTANT to provide space and opportunity for community benefit, and whereas, the TENANT is in need of space and capacity to provide space and programming for educational departments and programs, and

WHEREAS, Udac, Inc. has under its control the building located at 4724 Mike Colalillo Drive, Duluth, MN 55807 (**"Building"**), and has space in its building, and

WHEREAS, TENANT intends to use the space for Early Childhood Screening Program. See #4.

NOW THEREFORE, the LANDLORD and TENANT, in consideration of the rents, covenants, and considerations hereinafter specified, do hereby agree each with the other as follows.

1. **LEASED PREMISES.**

The LANDLORD grants and TENANT accepts the lease of the following described space **("Leased Premises")** located in the City of Duluth, County of St. Louis, Minnesota: more particularly described as:

Approximately **2500** square feet in the "BUILDING"

Location:	Size:	Use:
Rooms 206-209	2,504	Services

By mutual agreement, the LANDLORD and TENANT may modify size and location of Leased Premise during the term of the agreement by creating an amendment to this lease. If no amendment is transacted, it is deemed that the TENANT may use modified space under the current provisions of this agreement with no additional charges.

1.1 Unless otherwise provided in this Lease Agreement, the TENANT is taking the Leased Premises in its "as is" condition, and the LANDLORD is under no obligation to make any alterations or modifications to accommodate TENANT's use. TENANT's taking possession of the Leased Premises is evidence that the Leased Premises was in tenantable condition as of the day of occupancy.

1.2 The LANDLORD reserves the right in its sole discretion to maintain and repair the structural elements and utilities that serve the Leased Premises, including, but not limited to the walls, roof,

conduits, heating and cooling and other structural elements. LANDLORD may at any time construct, modify, add on or demolish elements of the Building of which the Leased Premises is a part, provided LANDLORD makes reasonable efforts to minimize the impact of such work on TENANT and its use of the Leased Premises.

1.3 Parking. The LANDLORD shall allow TENANT, its staff, visitors, guests and invitees the use of any parking space marked for visitors or any unmarked space during the term of this Lease. Subject to pro rata share as determined by the LANDLORD.

2. **TERM.**

The term of this Lease Agreement shall commence on **December 1, 2021** (**"Commencement Date"**), and end on **June 30, 2022**, with 2 years of automatic renewals for July 1, 2022-June 30, 2023, and July 1, 2023-June 30, 2024. Either party may terminate based on section 5.1.

3. **PAYMENT OF RENT.**

3.1 As rent for the Leased Premises and in consideration for all covenants, representations and conditions of this Lease Agreement, TENANT shall pay to the LANDLORD the sum of $1000.00/month for the term of the Lease Agreement.

3.2 Upon mutual agreement, the LANDLORD and TENANT may extend the provisions of this lease agreement for a future term by providing an AMENDMENT to this lease agreement and both parties sign and attach. Without such AMENDMENT, this agreement sunsets upon the end date in Section 2.

Lease Period	**Monthly Payment**	**Total due over Term**
December 1, 2021 – June 30 1, 2024	$1000	
Total		$31,000

The TENANT, upon execution of the agreement, will provide payment within 30 days to keep current within the term of agreement. The TENTANT will process a monthly payment within 5 days of the applicable month of the term.

4. **USE.**

TENANT shall use and occupy the Leased Premises only for agreed uses for programs and departments overseen by Duluth Public Schools, and for no other purposes without the LANDLORD's prior written consent for each instance.

5. **TERMINATION.**

5.1 This Lease may be terminated by the LANDLORD or TENANT with or without cause at any time upon giving sixty (60) days prior written notice of such termination.

5.2 Surrender of Leased Premises TENANT hereby agrees that at the expiration or earlier termination of this Lease or extension thereof:

a. TENANT shall remove its personal property and vacate and surrender possession of the Leased Premises to the LANDLORD by the end of the day the Lease terminates in as good condition as when TENANT took possession, ordinary wear and tear and damage by the elements excepted.

b. All personal property not so removed will conclusively be deemed to have been abandoned by TENANT and may be sold, stored, destroyed or otherwise disposed of by the LANDLORD without notice to TENANT or to any other person and without obligation to account for them.

6. DUTIES OF LANDLORD.

The LANDLORD shall provide light and heat to the Leased Premises, common areas and public access areas, including stairways, elevators, lobbies, and hallways. LANDLORD will work with TENANT regarding changes to duties, and changes will be determined by LANDLORD. LANDLORD shall furnish and provide, at its expense, the following utilities and services:

6.1 Utilities

6.2. Janitorial and Trash Removal Service – Maximum of Weekly

6.3 Hazardous Waste Removal and Disposal

6.4 Maintenance

6.5 Repairs

6.7 Delivery of Leased Premises

6.8 Quiet Enjoyment: TENANT shall have the quiet enjoyment of the Leased Premises during the full term of the Lease Agreement and any extension or renewal thereof.

7. DUTIES OF TENANT.

7.1. The TENANT agrees to:

7.1.1. Maintain the Lease Premises in a reasonably clean and sanitary condition.
7.1.2. Observe energy conservation practices to prevent waste of utilities.
7.1.3. Comply with all applicable municipal, county and state laws and ordinances.
7.1.4. Secure and protect leased premises areas.
7.1.5. Seek approval to install or place signage in areas outside of the leased premises. *Subject to approval by LANDLORD.
7.1.6. Provide furniture, fixtures, and equipment to operate in the leased premises, determined by LANDLORD
7.1.7. Abide by LANDLORD policies on smoking and common space protocols. Policies and rules are subject to change by LANDLORD.

8. ALTERATION OF LEASED PREMISES.

TENANT shall make no alterations, additions, or changes in the Leased Premises without the advance written consent of LANDLORD..

9. ASSIGNMENT AND SUBLETTING.

TENANT shall not assign nor in any manner transfer this Lease or any interest therein, nor sublet said Leased Premises or any parts thereof.

10. LANDLORD ACCESS.

The LANDLORD's employees or officials shall have the right, upon prior notification to TENANT (or without such notice in case of an emergency), to enter the Leased Premises at all reasonable times.

11. **INSURANCE.** TENENT will provide a current Certificate of Liability Insurance to LANDLORD.

12. LIABILITY.

The LANDLORD and TENANT agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. The LANDLORD's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.736, and other applicable law. TENANT's liability shall be governed by the Municipal Tort Claims Act, Minnesota Statutes Chapter 466.

13. PERSONAL PROPERTY RISK.

All personal property in or about the Leased Premises belonging to or placed therein by TENANT or its occupants or visitors shall be there at the sole risk of TENANT or such other person only, and the LANDLORD shall not be liable for theft or misappropriation thereof, nor for any loss or damage due to the building or any part of the appurtenance thereof becoming out of repair, or arising from the bursting or leaking of water, gas, sewer or steam pipes, or due to the happening of any accident in or about the Leased Premises including destruction by fire.

14. DAMAGE BY FIRE OR OTHER CASUALTY.

If all or a substantial part of the Leased Premises is rendered untenantable or inaccessible by damage to all or any part of the building from fire, the elements, accident, or other casualty (a "Casualty"), the LANDLORD shall have the option, at its sole and absolute discretion, to either:

a. Use reasonable efforts to restore the Leased Premises to substantially its former condition to the extent permitted by applicable law; provided, however, that in no event shall the LANDLORD have any obligation: 1) to make repairs or restoration beyond

the extent of insurance proceeds received by the LANDLORD for such repairs or restoration or 2) repair or restore any of TENANT's personal property, trade fixtures or alterations. If the LANDLORD elects to repair damage to the Leased Premises, then

1) This Lease Agreement shall remain in full force and effect but Rent from the date of the Casualty though the date of substantial completion of the repair shall be abated with regard to any portion of the Leased Premises that TENANT is prevented from using by reason of such damage or its repair; and

2) In no event shall the LANDLORD be liable to TENANT by reason of any injury to or interference with TENANT's business or property arising from a Casualty or by reason of any repairs to any part of the building necessitated by the Casualty.

OR

b. Terminate this Lease and end the term hereof, in which case the rent shall be paid to the date of such fire or other casualty, and all further obligations on the part of either party shall cease. If the LANDLORD elects to terminate the Lease Agreement, LANDLORD shall notify TENANT in writing within 60 days of the date of the Casualty.

15. **HOLDING OVER.**

In the event TENANT remains in possession of the Leased Premises herein leased after the expiration of this Lease and without the execution of a new lease, it shall be deemed occupying said Leased Premises as a tenant, at sufferance, subject to all the conditions, provisions and obligations of this Lease insofar as the same can be applicable to a month-to-month tenancy.

18. **BUILDING AND LEASED PREMISES ACCESS AND HOURS.**

The LANDLORD shall provide access to the Leased Premises for authorized employees, visitors, invitees and guests of TENANT.

19. **NOTICES.**

All notices, requests, and other communications between the LANDLORD and TENANT that are required or that the LANDLORD or TENANT elect to deliver shall be deemed sufficiently given or rendered if in writing and delivered to either party personally, by letter sent addresses in paragraph one of this agreement.

Signature Block is on Next Page

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

TENANT: Independent School District No. 709

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

By: Catherine Erickson
Catherine Erickson

Its: _____
Chief Financial Officer

Date: July 28, 2022

LANDLORD: Udac, Inc.

By: Karen D. Herman
Karen Herman

Its: _____
Executive Director

Date: July 28, 2022

4724 Mike Colalillo Drive
Duluth, MN. 55807
Ph: 218-722-5867 Fax: 218-722-0209

Invoice

Date	Invoice #
7/28/2022	ISD -rent-202

Bill To:
ATTN: Accounts Payable
ISD 709 Early Childhood Screening

Hours	Description	Date	Rate	Amount
7	Rental Space	12/1/2021-6/30/2022	$1,000.00	$7,000.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00

Total Due $7,000.00

PLEASE REMIT PAYMENT TO: UDAC
4724 Mike Colalillo Drive
Duluth, MN. 55807

THE SULLIVAN CENTER FOR
Udac

4724 Mike Colalillo Drive
Duluth, MN. 55807
Ph: 218-722-5867 Fax: 218-722-0209

Invoice

Date	Invoice #
7/28/2022	ISD -rent-201

Bill To:
ATTN: Accounts Payable
ISD 709 Early Childhood Screening

reoccuring monthly rental payment
July 1, 2022 - June 30, 2023
Due by the 10th of each month

Hours	Description	Date	Rate	Amount
1	Rental Space	7/1/2022-6/30/2023	$1,000.00	$1,000.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00

Total Due $1,000.00

PLEASE REMIT PAYMENT TO: UDAC
4724 Mike Colalillo Drive
Duluth, MN. 55807

WASHINGTON CENTER LEASE AGREEMENT BETWEEN THE CITY OF DULUTH AND INDEPENDENT SCHOOL DISTRICT NO. 709

THIS LEASE AGREEMENT (this "Agreement") is entered into by and between the CITY OF DULUTH, a municipal corporation created and existing under the laws of the State of Minnesota (the "City"), and INDEPENDENT SCHOOL DISTRICT NO. 709, a Minnesota public corporation and political subdivision ("ISD 709" or "Tenant").

WHEREAS, the City owns a portion of the Washington Center building, located at 310 North First Avenue West, Duluth, Minnesota 55806, and is the beneficiary of easements over and across certain portions of the Washington Center building and the land on which it is located (the "Washington Center");

WHEREAS, Tenant is a public corporation and political subdivision duly organized and existing under the laws of the State of Minnesota;

WHEREAS, part of Tenant's mission (its "Mission") is to provide information and support for parents and their young children from birth through three (3) years of age through educational programs;

WHEREAS, Tenant desires to lease office space at Washington Center, to use for the advancement of its Mission and related services to the community at large (the "Services"); and

WHEREAS, the City desires to lease to Tenant portions of the Washington Center as described herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein, both parties agree as follows:

I. LEASED PREMISES

A. The terms "Exclusive Space" (defined below) and "Non-Exclusive Space" (defined below) shall collectively be referred to in this Agreement as the "Leased Premises." Subject to the terms and conditions set forth in this Agreement, the City demises and leases the Leased Premises to Tenant.

1. Tenant shall have exclusive use of the following rooms in Washington Center (the "Exclusive Space"):

Program	Room	Square Footage

Early Childhood Family Education ("ECFE")	110	840
Duluth Head Start	112	830
ECFE	114	800
ECFE	116	810
Total		**3,280**

The "Exclusive Space" is depicted on the attached Exhibit A and includes the storage space within the locker room and showers adjacent to the former pool, as further identified in orange on Exhibit A (the "Storage Space").

2. Tenant shall not be charged rent to use the Storage Space, but notwithstanding anything to the contrary within this Agreement, Tenant's right to use the Storage Space shall be subject to termination by the Manager (defined below) at any time in the Manager's sole discretion. The Manager shall also have the sole discretion to terminate Tenant's right to use the Storage Space and identify an alternative space or spaces for Tenant to use for storage purposes. If the Manager identifies an alternative space or spaces for Tenant's use, the alternative space(s) will become a part of the Exclusive Space under this Agreement and a new Exhibit A shall be attached to and become a part of this Agreement to reflect the change.

3. Tenant shall have non-exclusive use of (i) the following indoor areas located on the first floor of the Washington Center: kitchen, hallways, public bathrooms, gymnasium, and conference rooms; and (ii) the following outdoor areas of the Washington Center: the parking lot, sidewalks, entryways, green space and playground area (collectively, the "Non-Exclusive Space").

B. Tenant is taking the Leased Premises and all other rights conveyed by this Agreement "as is" in its present physical condition. The City makes no warranty, either express or implied, that the Leased Premises or Washington Center, or any personal property on or inside Washington Center is suitable for any purpose.

C. Tenant may only use the Leased Premises in furtherance of providing the Services.

D. Tenant acknowledges and agrees that (i) Tenant will use the Leased Premises to provide the Services; (ii) Tenant shall not interfere with other parties' right to use the Non-Exclusive Space, except when Tenant has reserved some portion of the Non-Exclusive Space for its exclusive use as permitted by this Agreement.

E. Tenant's rights with respect to the Leased Premises are subject to the terms set forth in the Restated and Amended Easement Agreement dated April 21, 1995 between the City, Artspace Projects, Inc. and Washington Studios Limited Partnership, a copy of which has been provided to Tenant (the "Easement Agreement").

II. TERM OF AGREEMENT.

Notwithstanding the date of execution of this Agreement, this Agreement shall be deemed to commence on September 1, 2022, and shall expire on August 31, 2025, unless terminated early as provided for herein (the "Term").

III. RENT AND RESERVATION OF NON-EXCLUSIVE SPACE.

A. Rent. Partial consideration by Tenant to the City for this Agreement shall be the public benefit provided by the Services. Therefore, the City agrees to a reduced rent rate from current market rent rates, in the following amounts for the following time periods (plus additional charges for periodic use of Non-Exclusive Space as set forth below):

1. For the period September 1, 2022 through August 31, 2023, Tenant shall pay rent equal to $4.87 per square foot, for base monthly rent in the amount of $1331.13 ($4.87 x 3,280 sq. ft/12 months).

2. For the period September 1, 2023 through August 31, 2024, Tenant shall pay rent equal to $5.11 per square foot, for base monthly rent in the amount of $1,396.73 ($5.11 x 3,280 sq. ft/12 months).

3. For the period September 1, 2024 through August 31, 2025, Tenant shall pay rent equal to $5.37 per square foot, for base monthly rent in the amount of $1,467.80 ($5.37 x 3,280 sq. ft/12 months).

4. For the period September 1, 2022 through August 31, 2025, Tenant shall pay $100.00 per month for garbage and recycling service.

5. Full rent payments shall be due and payable, in advance, on or before the first day of each calendar month. Payments shall be mailed or delivered to the City Auditor, Room 120 City Hall, 411 W. First Street, Duluth, Minnesota 55802. Rent payments shall be deposited in Fund 110-121-1222-4622 (General Fund, Public Administration, Facilities Management, Rent of Buildings).

B. Conference Rooms. Use of the conference rooms located in the Non-Exclusive Space (the "Conference Rooms") must be scheduled and approved in advance by the City's Manager of Parks and Recreation or his or her designee (the "Manager"). Use of the Conference Rooms is subject to availability, and Tenant is not guaranteed priority of its reservation requests. The Manager reserves the exclusive right to cancel and/or reschedule Tenant's use of the Conference Rooms should an unforeseen scheduling conflict arise. Use of the Conference Rooms shall be without additional charge if prior written approval is properly obtained in advance by Tenant. All meetings and events held in the Conference Rooms must meet the following criteria:

1. The meeting or event must be directly related to the Services.

2. At least one designated key holder of Tenant (a person who was directly assigned a key from the City's Property & Facilities Manager, or his/her designee (the

"Property Manager") must be present for the entire duration of the event or meeting.

3. Tenant shall follow all security measures, criteria and protocol established by the Property Manager, who may unilaterally change security measures, criteria and protocol during the Term (defined below).

4. Tenant is not permitted to store or leave any items in the Conference Rooms.

C. Gymnasium. Subject to availability, use of the gymnasium (the "Gymnasium") must be scheduled and approved by the Manager. The Manager reserves the exclusive right to cancel and/or reschedule Tenant's use of the Gymnasium should an unforeseen scheduling conflict arise. Use of the Gymnasium shall be charged at the then-current council-approved fee schedule. All rent for use of the Gymnasium shall be deposited into Special League Fund 210-030-3190-4625-07.

D. Bathroom Near Room 110. Use of the bathroom across the hall from Room 110 shall be non-exclusive and without charge as long as ISD 709 provides, at its sole expense, all daily cleaning and routine maintenance necessary to properly operate and maintain said bathroom in a safe, clean, and reasonable state of repair. ISD 709 shall provide, at its sole expense, those items required for the daily operation, maintenance, and cleaning of said bathroom, which includes but is not limited to, cleaning supplies, interior light bulbs, garbage bags, and paper products. The bathroom across the hall from Room 110 shall be open to the tenants, users and invitees of the Washington Center at all times and shall not be used or operated as a private bathroom of ISD 709 and its participants. If ISD 709 fails to perform the cleaning and maintenance duties outlined above regarding the bathroom across from Room 110, then said bathroom shall be closed to all tenants, users and invitees of the Washington Center, including ISD 709.

IV. TENANT RESPONSIBILITIES.

A. Tenant shall maintain the Exclusive Space in a safe and reasonable state of repair, normal wear and tear excepted, including cleaning of interior windows located in the Exclusive Space. Tenant shall thoroughly clean the kitchen located in the Non-Exclusive Space following each use by Tenant, and shall clean up after its own use of all other Non-Exclusive Space. Tenant shall remove and properly dispose of all trash and other waste it produces into Washington Center trash and recycling containers designated and/or provided by the City. Tenant will comply with the City's recycling requirements established by the City's Energy Coordinator, which are subject to unilateral change by the City during the Term.

B. Tenant shall keep the Leased Premises free from rodents, insects, and other pests. From time to time, the City may require Tenant to contract with a pest exterminating contractor to exterminate as may be necessary and as may be directed by the City. The sole cost and expense of this service shall be the responsibility and obligation of Tenant, unless the City determines, in its sole discretion, that another party is responsible for the infestation. It is further agreed that the City may pay a pest exterminating contractor on behalf of Tenant and

immediately collect the same from Tenant as additional rent, or reduce any amount owed to Tenant by City pursuant to this Agreement.

C. Tenant shall be responsible for maintaining its own personal property, including office related equipment in a safe, legal, and properly maintained manner at Tenant's sole expense. Tenant shall prohibit the use of any unsafe, illegal, or deficient equipment on the Leased Premises.

D. Tenant shall be solely responsible for any losses or damages caused by Tenant, including its employees, agents, volunteers, or program participants, to Washington Center, or to any personal property owned by the City or other third parties.

E. Tenant is solely responsible for storage, theft, and/or vandalism of the Exclusive Space and personal property, equipment, tools, and machinery.

F. Tenant will follow all established policies and procedures regarding safe and supervised usage of the Leased Premises and security for the Leased Premises, and will immediately report any concerns to the City.

G. Tenant shall provide adult supervision of its program participants by a qualified representative of Tenant at all times. Further, Tenant shall be responsible for any injuries or damages occurring to its participants when such participants are at Washington Center.

H. Tenant shall be responsible for installation and removal (at the end of this Agreement) of its signage on the Leased Premises. The size, design, location, and wording of all signage shall be subject to the approval of the Property Manager.

V. CITY'S RESPONSIBILITIES.

A. The City shall, at its expense, provide the following utilities and services: electric, natural gas, water, and sewer. The City shall, at Tenant's expense as set forth in paragraph III.A.4. above, provide garbage and recycling service

B. The City shall include Tenant on interior building directories and/or signage, if any. The City shall be responsible to maintain its signage within the Leased Premises.

C. Subject to the requirements of the Easement Agreement, the City shall, at its sole expense, provide major repairs and Non-Routine Maintenance to the structural and mechanical components of the Leased Premises, including, but not limited to, plumbing, electrical, HVAC roofing, windows and flooring systems. "Non-Routine Maintenance" shall be defined as major system replacement and repair items or replacement of whole systems, major building and/or assembly or upgrade of any fixed asset, road repair, locks and key changes, and winterizing water systems.

D. Except as otherwise provided in Section IV above, the City (or other third parties, pursuant to the Easement Agreement) shall be responsible for maintenance of the Non-Exclusive Space.

E. Tenant shall provide and install light bulbs for the light fixtures attached to the Exclusive Space. The City will provide and install light bulbs for the light fixtures in the Non-Exclusive Space, except that Tenant shall provide and install light bulbs for the bathroom across the hall from Room 110.

VI. *INTENTIONALLY OMITTED*.

VII. INDEPENDENT RELATIONSHIP.

Nothing in this Agreement is intended or shall be construed in any manner as creating or establishing a relationship of co-partners between the parties hereto or of constituting Tenant as an agent, representative, or employee of the City for any purpose or in any manner whatsoever. The parties do not intend by this Agreement to create a joint venture or joint enterprise, and expressly waive any right to claim such status in any dispute arising out of this Agreement. Tenant's employees shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota and any and all claims whatsoever arising out of employment or alleged employment, including without limitation, claims of discrimination against the City, or its officers, agents, contractors, or employees shall in no way be the responsibility of the City. Tenant and its officers and employees shall not be entitled to any compensation or rights or benefits of any hospital care, sick leave or vacation pay, Workers' Compensation, Unemployment Insurance, disability pay, or severance pay.

VIII. INSURANCE.

A. Tenant shall procure and maintain continuously in force a policy of insurance covering all of its activities on the Leased Premises. A Commercial General Liability Insurance policy shall be maintained in force by Tenant throughout the Term in an amount not less than One Million Five Hundred Thousand Dollars ($1,500,000.00) for bodily injuries and in an amount not less than One Million Five Hundred Thousand Dollars ($1,500,000.00) for property damage or One Million Five Hundred Thousand Dollars ($1,500,000.00) single limit coverage per occurrence. Such coverage shall include all Tenant activities occurring on or within the Leased Premises whether said activities are performed by employees or agents under contract to Tenant. Tenant shall provide satisfactory proof of Statutory Minnesota Workers' Compensation Insurance. The City does not represent or guarantee that these types or limits of coverage are adequate to protect Tenant's interests and liabilities.

B. Tenant shall provide the City with Certificates of Insurance evidencing required insurance coverages with 30-day notice of cancellation, non-renewal, or material change provisions included. Such policies of insurance shall be in a form acceptable to the City Attorney. The City shall be named as an additional insured on the policies of insurance required by this Agreement. When using the "Accord" Certificate form cancellation provisions, the words "endeavor to" on- Line 2 must be deleted. As an additional insured under the insurance contract, the City has contractual rights far exceeding that of a certificate holder. Therefore, additional named insured endorsement shall read as follows: "This policy insures the named Insured and the City of Duluth and will be primary and not contributory with City of Duluth

coverage." The City is an additional insured not subject to the "other insurance" condition or other policy terms which conflict with the agreement between the named insured and the City. The 2004 edition of ISO Additional Insured Endorsement CG 20 10 is not acceptable. If the CG 20 10 is used, then it must be a pre-2004 edition.

C. The City reserves the right to require Tenant to increase the coverages set forth above and to provide evidence of such increased insurance to the extent that the liability limits as provided in Minn. Stat. § 466.04 are increased.

D. The City does not intend to waive any legal immunities, defenses, or liability limits that maybe available.

E. The City shall not be liable to Tenant for any injury or damage resulting from any defect in the construction or condition of the Leased Premises, nor for any damage that may result from the negligence of any other person whatsoever.

IX. HOLD HARMLESS AND INDEMNIFICATION.

City and Tenant shall each be responsible for their own acts and the results thereof and shall not be responsible for the acts of the other party. The City's and Tenant's liability shall be governed by the provisions of Minnesota Statutes Chapter 466 and other applicable law.

X. REPORTING, RECORDS RETENTION, AND GOVERNMENT DATA PRACTICES.

A. All data collected, created, received, maintained or disseminated for any purpose by the parties because of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. Tenant shall comply with the Minnesota Government Data Practices Act.

B. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of the data by Tenant. If Tenant receives a request to release data related to this tenancy and referred to in the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, Tenant shall immediately notify the City and consult with the City as to how Tenant should respond to the request. Tenant agrees to hold the City, its officers, and employees harmless from any claims resulting from the Tenant's unlawful disclosure or use of data protected under state and federal laws.

C. Tenant agrees to maintain all books, records, documents, and other evidence pertaining to this Agreement and the Services for six (6) years following the termination or expiration of this Agreement.

D. Tenant acknowledges that, as provided in Minn. Stat. § 16C.05, Subd. 5, all Tenant books, records, documents, and accounting procedures and practices related to this Agreement are subject to examination by the City or the State Auditor for six (6) years from the

date of termination or expiration of this Agreement. Upon twenty-four (24) hours advance written notice by the City, the Tenant shall provide all requested books, records, documents, and accounting procedures and practices related to this Agreement.

XI. INCIDENT REPORTS.

Tenant shall promptly notify the Manager in writing of any incident of injury or loss or damage to the property of the City or to any of Tenant's participants or invitees occurring on or within Washington Center during the Term. Such written report shall be in a form acceptable to the City's Claims Investigator and Adjuster. A copy of the City's current form of Incident Report is attached as Exhibit B.

XII. COMPLIANCE WITH LAWS.

A. Tenant shall make the Services available to all users and shall not discriminate on the basis of race, color, creed, national origin, sexual orientation, disability, sex, religion, or status with regard to public assistance, and shall not violate any federal, state or local civil rights law, rule or regulation in the use of the Washington Center.

B. Tenant shall comply with all Minnesota Workers' Compensation laws in the utilization of all employees employed on the Leased Premises.

C. Tenant shall procure at its sole expense all licenses and permits necessary for carrying out the provisions of this Agreement.

D. The Services provided at the Leased Premises shall be in compliance with the laws, rules, and regulations of the United States, State of Minnesota, St. Louis County, and the City of Duluth.

XIII. COMMUNICATIONS.

The parties acknowledge that a full and complete exchange of information is necessary for a successful relationship, and each party agrees to communicate openly and regularly with the other with regard to any services or other activities contemplated under this Agreement.

XIV. NOTICES.

Unless otherwise provided herein, notice to the City or Tenant shall be sufficient if sent by regular United States mail, postage prepaid, addressed to the parties at the addresses set forth below or to such other respective persons or addresses as the parties may designate to each other in writing from time to time:

City of Duluth
Attn: Property and Facilities Manager
1532 W. Michigan Street

Duluth, Minnesota 55806
(218) 730-4430

ISD 709
Attn: ECFE Director
215 North 1st Avenue East
Duluth, Minnesota 55802
(218) 336-8700, Ext. 1021

XV. CITY ACCESS.

A. After reasonable notice to Tenant by the City (except in the case of an emergency), Tenant shall permit the Manager, the Property Manager, and their designees, to access and inspect the Exclusive Space. Tenant shall permit the Manager, the Property Manager, and their designees, to access and inspect the Non-Exclusive Space at any time without prior notice. Tenant shall not change the locks or otherwise prohibit or inhibit the Manager's access to any portion of the Leased Premises.

B. The City's Properties and Facilities Management Department shall be exclusively responsible for the design and designation of keying systems, lock changes, key fabrication and key distribution for Washington Center. Tenant shall comply with the City's Key Control Policy, a copy of which shall be provided to Tenant, and is subject to unilateral change by the City during the Term.

C. Tenant shall not make copies of any keys for Washington Center or the Leased Premises. All keys shall be promptly returned to the Property Manager upon termination or expiration of this Agreement.

XVI. TAXES.

Tenant shall pay all licenses, fees, taxes, and assessments of any kind whatsoever that arise because of, out of, or in the course of Tenant's lease or use of the Leased Premises, including real property and sales taxes, if applicable. The City may pay the same on behalf of Tenant and immediately collect the same from Tenant, or reduce any amount owed to Tenant by the City under this Agreement. Tenant shall collect and/or pay any sales and use taxes imposed by any governmental entity entitled to impose such taxes on or before the date they are due and file all required reports and forms in proper form related thereto on or before their due date.

XVII. SMOKING, TOBACCO, & ALCOHOL USE PROHIBITED.

No smoking, tobacco, or alcohol use is allowed on the Leased Premises.

XVIII. TERMINATION OR EXPIRATION OF AGREEMENT.

A. General Provisions. Upon termination or expiration of this Agreement, Tenant shall surrender possession of the Leased Premises to the City in as good condition and state of repair as the Leased Premises were in at the time Tenant took possession, normal wear and tear

excepted. All personal property remaining on the Leased Premises upon termination or expiration of this Agreement shall become the exclusive property of the City.

B. Without Cause. This Agreement may be terminated without cause by either party by serving at least sixty (60) days' written notice upon the other.

C. For Cause.

1. The City may unilaterally terminate or suspend this Agreement immediately if the City believes in good faith that the health, welfare or safety of occupants or neighbors of the Leased Premises would be placed in immediate jeopardy by the continuation of this Agreement or the occupancy of the Leased Premises by Tenant.

2. The City may unilaterally terminate or suspend this Agreement immediately if the City determines Tenant has or is violating any term of this Agreement. The City shall provide Tenant with written notice of such violation and shall allow Tenant thirty (30) days within which to cure or remedy the violations set forth in the written notice. If all of the violations are not cured or remedied to the satisfaction of the City within thirty (30) days, then the City may terminate this Agreement immediately by serving written notice to Tenant. In the event of a violation of this Agreement by Tenant, the City, in addition to other rights or remedies it may have, shall have the immediate right of reentry in the Leased Premises, and after five (5) days prior written notice to Tenant, may remove all persons and property from the Leased Premises. The City may, in addition to any other remedy it may have, recover from Tenant all damages incurred by reason of any violation of this Agreement, including the cost of recovering the Leased Premises and for attorney's fees.

3. Tenant may terminate or suspend this Agreement if Tenant determines that the City has or is violating any term of this Agreement. Tenant shall provide the City with written notice of such violation and shall allow the City thirty (30) days within which to cure or remedy the violations set forth in the written notice. If all of the violations are not cured or remedied within thirty (30) days, then Tenant may terminate this Agreement immediately by serving written notice to the City.

XIX. ALTERATIONS AND IMPROVEMENTS.

A. Tenant may, at its sole cost and expense, make suitable improvements or alterations to the Leased Premises only with the advance written approval of the Property Manager. All such improvements and alterations shall become the property of the City. Prior to commencing any improvements or alterations, Tenant shall submit to the City a Project Proposal Request along with detailed plans. A copy of the current form of Project Proposal Request is attached to this Agreement as Exhibit C. The Project Proposal Request shall be submitted to the City at least forty-five (45) days before the planned commencement of the work. No work may begin on any approved project until all necessary building permits are secured. All construction shall conform to state law and the Duluth City Codes.

B. Tenant agrees that not less than thirty (30) days prior to commencement of any construction, alteration or improvement on the Leased Premises, Tenant will provide the City with sufficient proof of required insurance, including worker's compensation. Such proof of insurance must be approved by the City Attorney before the commencement of any construction, alteration or improvement.

XX. GENERAL PROVISIONS.

A. The Leased Premises and Washington Center are a multi-use area requiring the cooperation of all users and all use is subject to the Easement Agreement. This cooperation includes ingress and egress, amenities, and related improvements. Tenant acknowledges that the Manager shall ultimately determine the appropriate use of the City-owned portion of Washington Center and shall prevail in any disputes between user groups.

B. The right of Tenant to occupy, use, and maintain the Leased Premises shall continue only so long as all of the undertakings, provisions, covenants, and conditions herein contained are on its part complied with promptly.

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

D. This Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. All previous lease agreements between the parties for any portion of the Washington Center are terminated.

E. Tenant agrees that it shall neither assign nor transfer any rights or obligations under this Agreement, nor sublet any portion of the Leased Premises.

F. The laws of the State of Minnesota shall govern all interpretations of this Agreement, and the appropriate venue and jurisdiction for any litigation that may arise under the Agreement will be in and under those courts located within St. Louis County, Minnesota.

G. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

H. Any amendments to this Agreement shall be in writing and shall be executed by the same officers who executed this Agreement or their successors in office.

I. The parties represent to each other that the execution of this Agreement has been duly and fully authorized by their respective governing bodies or boards, that the officers of the parties who executed this Agreement on their behalf are fully authorized to do so, and that this Agreement when thus executed by said officers of said parties on their behalf will constitute and

be the binding obligation and agreement of the parties in accordance with the terms and conditions hereof.

J. This Agreement is to be construed and understood solely as an agreement between the parties hereto and shall not be deemed to create any rights in any other person. No person shall have the right to make claim that they are a third party beneficiary of this Agreement or of any of the terms and conditions hereof, which, as between the parties hereto, may be waived at any time by mutual agreement between the parties hereto.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as indicated below.

CITY OF DULUTH

By: _____
Mayor

Attest: _____
City Clerk

Date Attested: _____

Countersigned:

_____
City Auditor

Approved as to form:

_____
City Attorney

INDEPENDENT SCHOOL DISTRICT NO. 709

By: John Magas

Printed Name: John Magas, Superintendent

Its: Duluth Public Schools

Date: 7/28/22

Budget Codes
EFCE: 04 E 005 580 325 370 000
Head Start: 04 E 005 579 285 370 000

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of January 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Duluth Community School Collaborative, 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:

Whereas, the District has decided to have the Contractor support Full-Service Community School strategies at three schools within the District: Myers-Wilkins Elementary, Lincoln Park Middle, and Denfeld High Schools.

Now therefore, in consideration of the foregoing and of the mutual promises and covenants herein the parties agree to the following terms and conditions of this agreement.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 1, 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.**

2A. DCSC Responsibilities: The Contractor will support the Full-Service Community School Sites to continue and/or establish programs and partnerships that follow the best practices of Full-Service Community Schools (FSCS) including the Four Pillars of FSCS: Integrated Student Supports, Expanded and Enriched Learning Time and Opportunities, Active Family and Community Engagement, and Collaborative Leadership and Practices.

DCSC shall undertake the following activities:

1. Co-lead monthly district FSCS meetings with Assistant Superintendent, Site Principals, and DSCS Staff
2. Co-lead quarterly FSCS district steering committee meetings with monthly district attendees and parent/community representatives from each FSCS site
3. Guide the planning and implantation of FSCS.
4. Assist in implementing supportive policies and practices.
5. In partnership with DPS, develop an evaluation plan that incorporates FSCS outcomes.
6. Lead in collaborative grant writing opportunities that enhance programs at FSCS sites.
7. Remain focused on whole family; student and school based supportive policies and best practices.
8. Provide support, supervision and coaching of Site Coordinators.
9. Participate in stakeholder meetings and activities.
10. Ensure a range of community partners are involved at each site which meet the goals of the Site Team plan.

11. Complete all data required for DCSC evaluation purposes and grant reporting requirement in a timely manner.
12. Ensure that DCSC Site Coordinators and program staff maintain a standard of professionalism and behavior consistent with DPS and DCSC expectations.
13. Ensure proper background checks have been completed.
14. Follow all DPS policies and procedures, including but not limited to policies and procedures regulating access to and use of confidential information. Acknowledges that the DPS has a legal obligation to maintain the confidentiality and privacy of student records in accordance with applicable law and regulations, specifically the Family Educational Rights and Privacy Act (FERPA). DCSC is receiving student information in compliance with the requirements and exceptions outlined in FERPA. DCSC acknowledges that it must comply with said law and regulations and safeguard student information. DCSC may not re-disclose the information to a third party without prior written consent from the parent or eligible student (age 18 or over). DCSC must destroy any student information received from the DPS when no longer needed for the purposes listed in this Agreement.

DPS understands that DCSC's primary mission is to foster community partnerships that promote wellness and school success for youth and families; creating a community of lifelong learners that embraces diversity. DCSC does not guarantee specific results. Any and all information, materials, services, intellectual property and other property and rights granted and/or provided by DCSC pursuant to this MOU (including the deliverables), are granted and/or provided on an "as is" basis. Any intellectual property generated by DCSC personnel will be owned by DCSC. Any intellectual property generated by DPS personnel will be owned by DPS or the creator of the intellectual property, as provided by DPS's Intellectual Property Policy and/or procedures.

2B. District Responsibilities:

1. DPS commits to work with DCSC to build a network of support based upon data-driven decision making and intended to improve attendance and academic performance within Duluth Public Schools community schools.
2. Work with DCSC to use braided funding to ensure that a full time Site Coordinator is employed at each community school.
3. DPS agrees to designate a senior staff member from administration (or his/her designees) to the Board of Directors for the DCSC.
4. DPS commits to organize internal meetings at the school sites and district-level to engage teachers, administrators and staff in the FSCS model.
5. It also agrees to have principals assist in appointing a team of administrators, faculty, support staff, parents, and students to participate in a monthly site leadership team meeting. It agrees to continue to implement the FSCS model and to work with DCSC to plan a continuum of solutions designed to significantly improve educational outcomes.
6. DPS agrees to inform DCSC regarding the Improvement Plans for individual community schools so that it may be included in the planning process.
7. Partner with DCSC in the design and delivery of FSCS.
8. Assist with collection and reporting of data when needed.
9. Support and facilitate collaborative grant writing opportunities that enhance DCSC activities.
10. Provide technical assistance and support to DPS staff and other professional development opportunities which support the FSCS model.

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

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

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

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

4. **Payment.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to pay Contractor a one-time payment of $12,500. Funding for this position is allocated through Minnesota Department of Education Full-Service Community School grant agreement.

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 Payment.** 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;

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: Cathy Erickson, CFO, 215 North 1st Avenue East, Duluth, MN 55802.

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) Duluth Community School Collaborative, 32 E 1st Ste, Ste 202, Duluth, MN 55802, Attn: Kelsey Gantzer, Executive Director.

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.

Kelsey Gantzer — Contractor Signature
41-2002724 — SSN/Tax ID Number
7/13/22 — Date

Kelsey Gantzer, Executive Director, DCSC — ~~Program~~ Director Executive
7/13/22 — 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 16 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

Please check the appropriate line below:

X Check if the contract will be paid using District funds and enter the budget code in the top line below.

01	540	610	000	370	000
XX	XXX	XXX	XXX	XXX	XXXXXX

____ 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

John Mayo — CFO / Superintendent of Schools / Board Chair
7/13/22 — Date

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Duluth Community School Collaborative, 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:

Whereas, the District has decided to have the Contractor support Full-Service Community School strategies at three schools within the District: Myers-Wilkins Elementary, Lincoln Park Middle, and Denfeld High Schools.

Now therefore, in consideration of the foregoing and of the mutual promises and covenants herein the parties agree to the following terms and conditions of this agreement.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2022 and shall remain in effect until June 30, 2024 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. Performance.

2A. DCSC Responsibilities: The Contractor will support the Full-Service Community School Sites to continue and/or establish programs and partnerships that follow the best practices of Full-Service Community Schools (FSCS) including the Four Pillars of FSCS: Integrated Student Supports, Expanded and Enriched Learning Time and Opportunities, Active Family and Community Engagement, and Collaborative Leadership and Practices.

DCSC shall undertake the following activities:

1. Provide staff and establish diverse, sustainable funding and resource development.
2. Employ Site Coordinators for designated sites.
3. Build a community-wide scaffold of supports and strong partnerships of mutual expectation with educational providers.
4. Engage families and the community in driving education transformation.
5. Incorporate proven strategies and continually evaluate results.
6. Co-lead monthly district FSCS meetings with Assistant Superintendent, Site Principals, and DSCS Staff
7. Co-lead quarterly FSCS district steering committee meetings with monthly district attendees and parent/community representatives from each FSCS site
8. Guide the planning and implantation of FSCS.
9. Assist in implementing supportive policies and practices.
10. In partnership with DPS, develop an evaluation plan that incorporates FSCS outcomes.

11. Lead in collaborative grant writing opportunities that enhance programs at FSCS sites.
12. Remain focused on whole family; student and school based supportive policies and best practices.
13. Provide support, supervision and coaching of Site Coordinators.
14. Participate in stakeholder meetings and activities.
15. Ensure a range of community partners are involved at each site which meet the goals of the Site Team plan.
16. Complete all data required for DCSC evaluation purposes and grant reporting requirement in a timely manner.
17. Ensure that DCSC Site Coordinators and program staff maintain a standard of professionalism and behavior consistent with DPS and DCSC expectations.
18. Ensure proper background checks have been completed.
19. Follow all DPS policies and procedures, including but not limited to policies and procedures regulating access to and use of confidential information. Acknowledges that the DPS has a legal obligation to maintain the confidentiality and privacy of student records in accordance with applicable law and regulations, specifically the Family Educational Rights and Privacy Act (FERPA). DCSC is receiving student information in compliance with the requirements and exceptions outlined in FERPA. DCSC acknowledges that it must comply with said law and regulations and safeguard student information. DCSC may not re-disclose the information to a third party without prior written consent from the parent or eligible student (age 18 or over). DCSC must destroy any student information received from the DPS when no longer needed for the purposes listed in this Agreement.

DPS understands that DCSC's primary mission is to foster community partnerships that promote wellness and school success for youth and families; creating a community of lifelong learners that embraces diversity. DCSC does not guarantee specific results.

2B. District Responsibilities:

1. DPS commits to work with DCSC to build a network of support based upon data-driven decision making and intended to improve attendance and academic performance within Duluth Public Schools community schools.
2. Work with DCSC to use braided funding to ensure that a full time Site Coordinator is employed at each community school.
3. DPS agrees to designate a senior staff member from administration (or his/her designees) to the Board of Directors for the DCSC.
4. DPS commits to organize internal meetings at the school sites and district-level to engage teachers, administrators and staff in the FSCS model.
5. It also agrees to have principals assist in appointing a team of administrators, faculty, support staff, parents, and students to participate in a monthly site leadership team meeting. It agrees to continue to implement the FSCS model and to work with DCSC to plan a continuum of solutions designed to significantly improve educational outcomes.
6. DPS agrees to inform DCSC regarding the Improvement Plans for individual community schools so that it may be included in the planning process.
7. Partner with DCSC in the design and delivery of FSCS.
8. Assist with collection and reporting of data when needed.
9. Support and facilitate collaborative grant writing opportunities that enhance DCSC activities.

10. Provide technical assistance and support to DPS staff and other professional development opportunities which support the FSCS model.

3B. Leadership Responsibilities: The school Principals, Site Coordinators, and Community School Coordinator will champion the community school strategy in the spirit of collaboration, shared vision and goals with a focus on common outcomes. They will integrate the community school strategy into the school vision and school improvement plan.

School Principal(s) Responsibility:

1. Provide leadership which supports integration of community services into the culture of school.
2. Participate in hiring, support and performance evaluation of Site Coordinator.
3. Ensure student assistance process reflects full integration of the community school partners and develop a clear communication and confidentiality process.
4. Participate in Community School Site Leadership Team meetings and activities.
5. Support integration of Site Coordinators through use of identified school resources (i.e. phones, computers, copiers, and appropriate curriculum support).
6. Provide reasonable space for the Site Coordinator and program activities that support the goals of a full-service community school.
7. Assist with provision of data when needed.
8. Agree to share appropriate information with DCSC staff to maximize student success. (Ensure proper releases are secured.)
9. Notify Site Coordinators and partners of grants that impact the full-service community school model.
10. Participate in collaborative grant writing opportunities that enhance program activities and the integration of the full-service community school model.

Community School Site Coordinator(s)

The following schools will have a full time Site Coordinator in the academic year 2022-2023 and 2023-2024:

- Myers-Wilkins Elementary- Position employed by DCSC
- Lincoln Park Middle School- Position employed by DPS
- Denfeld High School-Position employed by DCSC

The Community School Site Coordinator will be responsible for supporting the FSCS model at his or her site. The Site Coordinator will work in partnership with the Site-based Leadership Team, under the direction of the DCSC Executive Director and in collaboration with the school Principal to build a community of success. The Site Coordinator will work closely with students, school staff, families and community partners to facilitate connections, coordinate programs, ensure integration of school-community services and alignment of services with the goals and objectives of the DCSC and the Site-based Leadership Team's vision and mission.

The essential duties and responsibilities:

1. Support the alignment and successful implementation of a community school in partnership with the Site Leadership Team and based on the Site Plan.
2. Communicate FSCS' philosophy and programs to all stakeholders.

3. Work with members of the community school site leadership team to provide publicity and promotion of community schools, DCSC events and programs.
4. Partner with school staff to identify opportunities for community school programming to integrate, support, and reinforce teaching and learning during the school day.
5. Coordinate Site Leadership Team and event planning committees.
6. Participate in community committees and meetings that increase community engagement efforts.
7. Establish, maintain, and expand connections with community and other like-minded organizations, individuals and agencies.
8. Share relevant updates with DCSC Executive Director and Board, and work closely to ensure alignment of DCSC services with mission, goals, and objectives.
9. In collaboration with school staff, identify and facilitate parent leadership opportunities.
10. Conduct ongoing resource mapping and needs assessments.
11. Research, analyze and synthesize relevant data to provide suggestions for programmatic decisions maintaining a lens for access, equity and increase student achievement.
12. Participating as key member of the school faculty and staff team. This includes serving on relevant committees and supporting the Principal with his or her strategic vision for their school.
13. Attend meetings and professional development as required.

Supervision of Site Coordinators will be shared between the Program Director of DCSC and the school Principal. Annual evaluations will be completed in collaboration between the school principal and the Program Director of the DCSC.

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

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

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

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

4. **Payment.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to pay Contract for its services and expenses in performing said obligations up to a sum not to exceed $270,000.

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 Payment.** 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. Payments shall be made in equal monthly installments of $11,250.

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.** Any and all information, materials, services, intellectual property and other property and rights granted and/or provided by DCSC pursuant to this MOU (including the deliverables), are granted and/or provided on an "as is" basis. Any intellectual property generated by DCSC personnel will be owned by DCSC. Any intellectual property generated by DPS personnel will be owned by DPS or the creator of the intellectual property, as provided by DPS's Intellectual Property Policy and/or procedures.

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: Cathy Erickson, CFO, 215 North 1st Avenue East, Duluth, MN 55802.

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) Duluth

Community School Collaborative, 32 E 1st Ste, Ste 202, Duluth, MN 55802, Attn: Kelsey Gantzer, Executive Director.

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.

Kelsey Hamlyn — Contractor Signature

41-2002724 — SSN/Tax ID Number

7/13/22 — Date

Kelsey Hamlyn, DCSC Executive Director — ~~Program~~ Director ~~Executive~~

7/13/22 — 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 16 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

Please check the appropriate line below:

X Check if the contract will be paid using District funds and enter the budget code in the top line below.

XX	XXX	XXX	XXX	XXX	XXXXXX

____ 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

John Thyne

CFO / Superintendent of Schools / Board Chair — Date 7/13/22

M-W { 01 E 540 610 000 303 000 $25,000 annual $50,000 contrac

01 E 540 610 000 304 000 $55,000 annual $110,000 contract

Denfeld { 01 E 215 ~~2222~~ 605 317 305 000 $55,000 annual

John W. Thyne

7/28/22

Talk to me.

No Cost Contracts Signed
July 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**
UW-Superior	Office of Superintendent	Affiliation Agreement for placement of University of Wisconsin Students
SOAR Career Solutions	Duluth Adult Education	MOU – SOAR Career Solutions, Duluth Adult Education, and Lake Superior College have come together to implement the Automotive Light Maintenance Technician job training. This is funded by the 2021 City of Duluth Community Development Block Grant Award.

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AFFILIATION AGREEMENT FOR PLACEMENT

OF UNIVERSITY OF WISCONSIN STUDENTS

This Agreement is between the Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Superior (hereinafter referred to as "University") and Duluth Public Schools (hereinafter referred to as "Facility").

In consideration of the mutual benefits to the respective parties, the University and the Facility agree to the terms set forth below.

THE UNIVERSITY AGREES:

1. That each school or college of the University wishing to participate in a clinical education placement program with the Facility will annually provide the Facility with a Program Memorandum, detailing the academic content of the proposed program. Upon acceptance of this Program Memorandum as provided hereafter, it shall become a part of this agreement and shall be incorporated by reference. The Program Memorandum will include discussion of program concepts; the controls which the University and the Facility may exercise or are required to exercise; the rights of the Facility to review the University's program; the number of students to be assigned, the academic qualifications and the schedule of those students; and any other matters pertaining to the specific program content proposed by the department; and

2. To provide the Facility with a listing of students who will be participating in the program and to update that listing periodically.

    - An appropriate background check for pre-service students requesting placement will be in place prior to their arrival for their experience. The background check will have been completed within a year of the desired start date of the placement experience. A pre-service student who is a Wisconsin resident will have a completed state (CCAP) or national background check. Pre-service students who are not residents of Wisconsin will have completed a national background check.

- Notice of completion of background check will be communicated by UW-Superior directly to the Office of Academic Programs (OAP) via the school district's "Background Check Acknowledgement" form. Notification will occur no less than two weeks prior to the beginning of the desired placement experience. Pre-service students will be unable to initiate their field experience until after (1) the OAP has received and reviewed the completed "Background Check Acknowledgement" form, and (2) notice to proceed with the placement has been thereafter communicated to the building principal and UW-Superior by the OAP. UW-Superior accepts responsibility to identify alternate placement for a pre-service candidate in the event the candidate's application is rejected.
- UW-Superior agrees to run the required Criminal Background Check (CBC), and its students are responsible to pay any fees associated with the CBC.

THE FACILITY AGREES:

1. To review any Program Memorandum concerning a clinical education program submitted by a school or college of the University. Upon review, the Facility will notify the school or college of its acceptance or rejection of the academic program proposal; and

2. Not to accept students as participants in the program unless the student is certified as a

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program participant in writing by the appropriate coordinator of a particular University school or college.

THE UNIVERSITY AND THE FACILITY JOINTLY AGREE:

1. The parties shall not discriminate in their training or education of any person or in the conditions of training or education or in other actions taken as a result of this Agreement by reason of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation, or national origin. Each party will make reasonable accommodations to assure accessibility to training programs for persons with disabilities;

2. That during the term of this Agreement, the State will indemnify University employees, officers, and agents (students in required training, a credit program, or for graduation) against liability for damages, errors, and omissions arising out of their activities while acting within the scope of their respective employment or agency, pursuant to §895.46(1) and §893.82, Stats.;

3. That the Facility will indemnify its employees, officers and agents against liability for damages arising out of their activities while acting within the scope of their respective employment or agency;

4. By executing this agreement, neither the University nor the Facility waives any constitutional, statutory or common law defenses, nor shall the provisions of agreement create any rights in any third party; and

5. This agreement shall be construed and governed by the laws of the State of Wisconsin.

TERM OF AGREEMENT:

This agreement shall be for a term of 5 years, commencing Jan 1, 2022. It may be terminated solely by written notice, one year in advance, by either party to the designated agent of the other as shown below.

FOR THE UNIVERSITY:

UW Superior Attn:
Jeff Kahler
P.O. Box 2000
Superior, WI 54880

FOR THE FACILITY:

Duluth Public Schools
Attn: School Representative
4316 Rice Lake Rd Suite 108
Duluth, MN 55811

Name of Department Requesting the Agreement: Department of Education

Program Memoranda presented by the University and accepted by the Facility shall be for a term of no longer than one year. They may be renewed upon mutual agreement. Such Program Memoranda do not require the specific approval of either party provided they contain provisions relating solely to program arrangements and content.

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Any fully executed Program Memoranda shall be incorporated by reference and become a part of this agreement if not inconsistent in any manner with this agreement.

FOR THE UNIVERSITY:

DocuSigned by:
Jeff Kahler
41550C56257547E...

7/28/2022 | 7:38 AM CDT

Signature of Authorized Official Date

Jeff Kahler
Vice Chancellor for
Administration and Finance

FOR THE FACILITY:

DocuSigned by:
John Magas
4EE0317586C3474...

7/28/2022 | 8:47 AM CDT

Signature of Authorized Official Date

John Magas

Printed name

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MEMORANDUM OF UNDERSTANDING

WHEREAS, **SOAR Career Solutions (SOAR), Duluth Adult Education (DAE)** and **Lake Superior College (LSC)** have come together to implement the Automotive Light Maintenance Technician job training which is funded by the 2021 City of Duluth Community Development Block grant award.

WHEREAS the partners listed below have agreed to enter into a collaborative agreement; and

WHEREAS, the partners herein desire to enter into a Memorandum of Understanding setting forth the services to be provided by the collaborative; and

I) Description of Partner Agencies

SOAR is a 501(c)3 organization based in Duluth, MN whose mission is to inspire personal transformation through career development. SOAR provides innovative programming that moves people to sustainable employment, contributing to a prosperous community. Comprehensive, relationship-based services allow clients to achieve goals of overcoming barriers, integrating into the community and obtaining education and/or getting a job. SOAR was founded in 1980 as Project SOAR of NE MN and changed its name in 2005. Since inception, over 12,000 individuals have received services.

DAE offers educational opportunities for adults to prepare for their GED or adult diploma, transition into college, prepare for job training, increase English language skills and increase computer literacy and basic reading, writing and math skills.

LSC is a two-year community and technical college in northeastern Minnesota. LSC provides 90 programs and services including technical programs and customized training for business and industry partners.

II) Purpose and Scope:

Utilizing MN DEED's Pathways to Prosperity training model, SOAR will partner with DAE and LSC to train and support low-to-moderate-income residents to gain the skills necessary to obtain entry-level employment in the automotive technician field.

Goal: Economic Development
Objective 1: Assist participants to access living wage jobs through local businesses.

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Objective 2: Help low-income people gain work skills, jobs and employment history that results in increased income and overall stability.

Success Measures:
13 Enroll into Bridge Instruction
10 Enroll into automotive light maintenance technician class
8 obtain credential/certification from LSC
7 enter into sustainable employment at or above $15/hour
5 retain employment for 12 months

III) Roles and Responsibilities

NOW, THEREFORE, it is hereby agreed by and between the partners as follows:

SOAR will:

1. Serve as the fiscal host and grant administrator;
2. Engage with the Duluth Workforce Board to ensure open communication about the automotive light maintenance technician training, align with local workforce strategic plan (in accordance with Workforce Innovation and Opportunities Act guidelines), obtain current information on employment opportunities and labor market needs, identify local industry career pathways and other workforce development information;
3. Facilitate regular meetings with DAE and LSC for the purpose of coordination and collaborative oversight of the project;
4. Facilitate regular meetings with DAE and LSC for the purpose of gauging the project and identify issues and solutions;
5. Recruit and enroll a minimum of 10 participants into the automotive light maintenance technician training;
6. Provide 1:1 case management and participant support to enrollees; and
7. Report on project outcomes.

DAE will:

1. Regularly participate in automotive light maintenance technician planning and oversight meetings;
2. Coordinate with SOAR and LSC to provide educational and social support to participants;
3. Develop automotive light maintenance technician bridge curriculum;

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4. Assess participants' reading and math skill level to identify the level of educational support needed for each participant;
5. Assess participants' technology skill level to identify level of support needed to be successful with automotive light maintenance technician coursework;
6. Provide 35 hours of bridge instruction to participants;
7. Provide 62 hours of integrated instruction to participants; and
8. Participate in automotive light maintenance technician graduation ceremony.

LSC will:

1. Regularly participate in automotive light maintenance technician planning and oversight meetings;
2. Coordinate with SOAR and DAE to provide educational and social support to participants;
3. Develop customized curriculum for automotive light maintenance technician training;
4. Provide 132 hours of instruction for automotive light maintenance technician job training. Topics include safety, tools and welding, vehicle engineering, tires and wheels, brakes, suspension, and electrical; and
5. Provide an industry recognized certification for Automotive Light Maintenance Technician.
6. Provide graduates of Automotive Light Maintenance Technician training with opportunity to apply training hours towards credit for prior learning if continuing their education at LSC for Automotive Mechanics.

Financial involvement/commitment:
Payment to partner agencies is contingent upon receipt of City of Duluth Community Development Block Grant funding. Payments will be made at the conclusion of the automotive technician training. Payment will not be made without proper documentation.

Please send invoices via email or USPS by January 15, 2023 to
Ann Miller, Finance Director, amiller@soarcareers.org
or
SOAR Career Solutions
Attn: Ann Miller

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205 W. 2nd Street, Suite 101
Duluth, MN 55802

Maximum payment made to each agency:
Duluth Adult Education: $11,138
Lake Superior College: $31,264

IV) Timeline

Responsibilities under this Memorandum of Understanding will coincide with the automotive technician training, January 18 – December 15, 2022.

V) Signatures

SOAR, DAE and LSC agree to collaborate and provide services as detailed above in Section III to fulfill the automotive light maintenance technician job training.

DocuSigned by:
BY: Emily Edison DATE: 7/19/2022
A69F33A98FF4448...
Emily Edison, Executive Director, SOAR Career Solutions

DocuSigned by:
BY: John Magas DATE: 7/19/2022
2F105E3723EF451...
John Magas, Superintendent, Duluth Public Schools

DocuSigned by:
BY: Linda Kingston DATE: 7/19/2022
40C758BBD3CF4FC...
Dr. Linda S. Kingston, Ph.D., Vice President of Academic and Student Affairs, Lake Superior College

Grant Applications
July 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
Ordean Foundation	Amy Broadmoore / Residential Media Specialist	School Libraries for Duluth's Residential and Treatment Schools	$26,000	The funds will be used to purchase library books, library furniture (e.g. library shelves for Chester Creek and Rockridge) and library supplies (e.g. labels, bookends, displays).

R E S O L U T I O N

Duluth District-Wide Instructional Administrators' Association Bargaining Agreement

RESOLVED, By the School Board of Independent School District 709, St. Louis County, Minnesota, that the Collective Bargaining Agreement between Independent School District 709 and Duluth District-Wide Instructional Administrators' Association Bargaining Agreement, a summary of which is in the hands of all School Board members, be approved and adopted for the period July 1, 2021 to June 30, 2023, inclusive, and that the Chairperson and Clerk of the School Board be hereby authorized to execute said Agreement on behalf of the School District.

**PLACEHOLDER

RESOLUTION

Employment of a School Board Member by the District

WHEREAS, the School Board member(s) below are/will be employed by the Duluth Public Schools during their service as a School Board member, and

WHEREAS, Minnesota Statute 123B.195 Board Member's Right to Employment requires that the member receive a majority approval by the School Board to be initially employed or to continue in employment at a meeting at which all board members are present, and

WHEREAS, Minnesota Statute 123B.195 Board Member's right to Employment states that the employment relationship will not exceed $20,000 in a fiscal year, excluding compensation for being a School Board member,

BE IT RESOLVED, that the School Board authorize the employment of the following School Board members as listed, not to exceed $20,000 in a fiscal year.

BOARD MEMBER	TIME FRAME
Jill Lofald	July 2022 - June 2023
Alanna Oswald	July 2022 - June 2023
Paul Sandholm	July 2022 - June 2023

Resolution #HR-8-22-3912
August 16, 2022

CHAPTER 78--S.F.No. 3107

An act relating to education; increasing maximum earnings for school board members employed by a school district; amending Minnesota Statutes 2020, section 123B.195.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:

Section 1. Minnesota Statutes 2020, section 123B.195, is amended to read:

123B.195 BOARD MEMBERS' RIGHT TO EMPLOYMENT.

Notwithstanding section 471.88, subdivision 5, a school board member may be newly employed or may continue to be employed by a school district as an employee only if there is a reasonable expectation at the beginning of the fiscal year or at the time the contract is entered into or extended that the amount to be earned by that officer under that contract or employment relationship will not exceed ~~$8,000~~ $20,000 in that fiscal year. Notwithstanding section 122A.40 or 122A.41 or other law, if the officer does not receive majority approval to be initially employed or to continue in employment at a meeting at which all board members are present, that employment is immediately terminated and that officer has no further rights to employment while serving as a school board member in the district.

EFFECTIVE DATE. This section is effective July 1, 2022.

Presented to the governor May 21, 2022

Signed by the governor May 22, 2022, 3:43 p.m.

R E S O L U T I O N

AUTHORIZING A DEVELOPMENT AGREEMENT WITH THE DULUTH ECONOMIC DEVELOPMENT AUTHORITY REGARDING CENTRAL ON THE HILL PROPERTY PROPOSED TAX INCREMENT DISTRICT

WHEREAS, the School District in the process of selling the Central on the Hill property; and

WHEREAS, the District Administrator has been working with the Duluth Economic Development Authority ("DEDA") to preserve the option for a purchaser of the Central on the Hill property to request, at a future date, the creation of a Redevelopment Tax Increment District to potentially provide incentives to encourage the redevelopment of such property; and

WHEREAS, DEDA officials and District Administration have negotiated a Development Agreement, the form of which has been provided to the School Board (the "Development Agreement") for the purpose of preserving the opportunity to create such tax increment district at a future date and permitting the demolition of the Central High School building on the hill this fall.

NOW, THEREFORE, Be It Resolved, the School Board of Independent School District No. 709 (Duluth) hereby approves the Development Agreement and authorizes the School Board Chair and the Clerk to execute the Development Agreement and all other documents required for implementing the terms and conditions of the Development Agreement.

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
Lester Park ES	Maurices	$200.00		
Denfeld HS	Anonymous	$1,345.00	Check and Connect	
Denfeld HS	Barbara Lipinski	$100.00	Check and Connect Grad Party	
Denfeld HS	Cortez T. Ham & Stephanie Ham	$2,000.00	Football	
Stowe ES	Stowe PTA	$1,000.00	5th Grade Wolf Ridge Trip	
Stowe ES	Stowe Foundation	$150.00	Bus for 3rd Grade Field Trip	
Laura MacArthur ES	Resource Training & Solutions - Erin Engness	$1,000.00	PBIS Grant Voucher #67666 - Shane Johnson - Laura MacArthur	To be used for PBIS funds at Laura MacArthur, it is a mini grant awarded to our PBIS team.
Lincoln Park MS	Sara Hendrickx	$4,860.00	8th Grade Vista Trip	
Lincoln Park MS	Concert Audience	199.19	Choir	Choir Concert Donations
Lincoln Park MS	Essentia Heath	$30.00	Food Pantry	3 $10 gift cards for our food pantry. The donor works for Essentia Health
Lincoln Park MS	David Somppi	$60.00	8th Grade Fund	
Lowell ES	Geoffrey A. Witrak	In-Kind	For Lowell teachers to support instruction and classroom culture	A very generous donor has donated many items from a school wish list and plans to be an ongoing donor and partner with the school.

East HS	Michael Geraci	$500 Drum Set	East Band Department	
East HS	Lakehead Racing Association	$415	Skills USA	The original check was for $1550 and the cost of tumblers was $1135, the remaining money was considered a donation for the Skills USA Club.
PT Department	Melissa Hassebrock	In-Kind		Leckey Horizon Stander 2 was donated by a student's family as the student no longer can use it at home. This stander is in great condition with all needed parts and is ready for student use in our district. The value of this stander if purchased brand new is roughly $7,000-8,000.