

Regular School Board Meeting

Duluth Public Schools, ISD 709

Agenda

Tuesday, January 17, 2023

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.	
8. Report of the Superintendent	
A. Reports from Student School Board Representatives	
B. Superintendent's Report	3
C. Schedule of Meetings and Events	15
9. Report of Standing Committees	
A. Committee of the Whole	
1) Monthly Committee of the Whole (<i>January 5, 2023</i>)	16
B. Human Resources/Finance Committee (<i>January 10, 2023</i>)	20
C. Policy Committee (<i>January 5, 2023</i>)	90
10. General Board Committee Updates	
11. Consent Agenda	105
12. Resolutions from Committee Reports	
A. B-1-23-3944 - Acceptance of Donations to Duluth Public Schools	254
B. B-1-23-3945 - Acceptance of Grant Awards to Duluth Public Schools	257
13. Special Resolutions and Action Items	
A. SP-1-23-3942 Resolution for School Board Members Attendance at Duluth and St. Louis County Days at the Capitol	259
B. SP-1-23-3943 Resolution for School Board Member Attendance at MSBA Learning to Lead Workshop Series and Officers' Workshop	260
C. Approval of 23-24 School Year Calendar	261
D. B-1-23-3946 2023 Legislative Platform	262
14. Questions / Other	
A. Consideration of Resolution B-1-23-3940 Approving the Continued Participation of Student School Board Representatives	265
15. Adjournment	

Dear School Board members,

Tonight, I am pleased to recognize Lauren Deasy, Juniper Kelly-Sing, Adele Mamedova and Amir Mamedov, members of the Duluth East Debate Team.

Students who participate in debate programs develop confidence, curiosity, critical thinking, communication skills, creativity, camaraderie, leadership skills and control over the fear of speaking in public.

Debate also promotes problem solving and innovative thinking, and helps students to build links between words and ideas that make concepts more meaningful.

These are all life long skills that will help these students be successful in the future.

Lauren, Juniper, Adele and Amir – qualified and competed in the State Debate Tournament last week at the University of Minnesota.

They debated the resolution that the United States Federal Government should increase its diplomatic efforts to peacefully resolve internal armed conflicts in West Asia.

Their coaches were Brian Schilling, Fred Freidman and our own board chair Jill Lofald.

So join me in congratulating these students on their accomplishments.

Superintendent's Report

Regular Board Meeting

January 17, 2023

Tonight's Topics

- Introduction of Student Representatives
- MSBA State Conference
- Strategic Planning Update
- Legislative Updates
- Community and Schools Outreach Update

Student Representative Introductions

Elsa Priest - East High School

Lauryn Molitor - Denfeld High School

Destiny Williams - Area Learning Center

Joniya Metcalf - Area Learning Center

MSBA State Leadership Conference



MSBA State Leadership Conference



In addition to a shout out to Member Sadowski for receiving the Leadership Development Award for completing Phase I, II, III, and IV workshops, I was very proud to accept the President's Award for Member Oswald for members who have earned 300 points or more from MSBA training programs.

Strategic Planning Update

Strategic Planning Updates

Our strategic planning team met on November 16th to:

- Review / refine Desired Daily Experiences
- Review / refine Theory of Actions
- Continue developing the Vision Card
- Develop draft 3-Year Operational Plan

The team will meet again on January 4th to:

- Finalize the draft of District Vision Card
- Final draft of District 3 Year Operational Plan
- Key Messages

Legislative Updates

Legislative Updates

Today, Governor Walz announced his "One Minnesota Budget for Making Minnesota the Best State in the Country for Kids." Highlights include:

- 4% and 2% increases in the basic formula and linking future increases to inflation
- Special Education (50%) and English Learners (25%) Cross Subsidy Increases, as well as supports for other concerns, such as mental health supports
- Other departments have funding proposed that will assist our public schools. Those announcements should come later this week prior to January 24 when Governor Walz must present his full budget to the legislature.

Legislative Updates

District lobbying efforts are very important at this time. Beginning next week, I will be meeting with a wide variety of legislators, as well as representatives from the governor's office.

There may be opportunity to testify related to proposed legislation, including House Finance Bill 336, relating to education finance; adjusting special education revenue for Independent School District No. 709, Duluth.

Community and Schools Outreach

School and Community Outreach

One of my main goals for this year is to increase my time in schools and in the community to foster deeper relationships.

Yesterday, I attended the NAACP Celebration at the DECC and will be attending their Education Committee meeting later this week.

We are also continuing our Education After Hours Sessions. These sessions are being held in a wide variety of community centers and also focus on intentional inclusivity of historically underrepresented voices.

Prior to our next meeting, we will hold the following sessions:

1/17 - Homecroft Elementary

1/23 - American Indian Community Housing Organization

2/27 - Lakewood Town Hall

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 January 16 - January 20, 2023

Tuesday	January 17, 2023	6:30 p.m.	Regular School Board Meeting* Duluth East Media Center 301 N. 40th Ave. E.
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Week of January 23 - January 27, 2023

Thursday	January 26, 2023	4:00 p.m.	School Board Work Session UnitedHealth Group Building 4316 Rice Lake Rd., Suite 108
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Week of January 30 - February 3, 2023

None

Week of February 6 - February 10, 2023

Tuesday	February 7, 2023	3:30 p.m.	Policy Committee Meeting UnitedHealth Group Building 4316 Rice Lake Rd., Suite 108
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Tuesday	February 7, 2023	4:30 p.m.	Monthly Committee of the Whole UnitedHealth Group Building 4316 Rice Lake Rd., Suite 108
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**If a Regular School Board meeting is canceled and cannot be held on the regularly scheduled date listed above, due to weather or unforeseen circumstances, it will be held the very next day at the same time and location.*

**Office of the Superintendent
January 13, 2023**

Monthly Committee of the Whole Board Meeting

Duluth Public Schools, ISD 709

Agenda

Thursday, January 5, 2023

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. 23-24 Course Changes

Director of Secondary Teaching, Learning, and Equity, Jennifer Larva

C. School Board Committee Appointments Discussion

D. Other - None

4. **ADJOURN**

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23-24 High School and Middle School Course Changes

High School Course Changes

<i>Department</i>	<i>Course Change</i>	<i>Course Name</i>
<i>Added Courses</i>		
General Elective	Add Course Term(s): S1 & S2 Credit per semester .5 Grades 11-12	Career Seminar 2
General Elective	Add Course Term(s): S1 & S2 Credit per semester .5 Grades 11-12	CTE - Work Experience
Family and Consumer Science	Add Course Term(s): S1 & S2 Credit per semester .5 Grades 10-12	International Cuisine
Art	Add Course Term(s): S1 & S2 Credit per semester .5 Grades 11-12	College In the Schools Ceramics
Business/Marketing Computers	Add Course Term(s): S1 & S2 Credit per semester .5 Grades 11-12	Advanced Placement Computer Science Principles

23-24 High School and Middle School Course Changes

Special Education	Add Course Term(s): S1 & S2 Credit per semester .5 (These courses were added second semester 21-22 school year)	Practical Assessment Exploration System PAES Lab 1 hour And PAES Lab 2 hour
<i>Course Description Change</i>		
<i>The following changes may have occurred with courses: Name, course description, semester offered and/or credit</i>		
Engineering and Industrial Technology	Course Description - change grade level Term(s): S1 & S2 Credit per semester .5 Grades 10-12 (previously available to 9-12)	Automotive Basics: Brakes and Engines
Engineering and Industrial Technology	Course Description - change grade level Term(s): S1 & S2 Credit per semester .5 Grades 10-12 (previously available to 9-12)	Automotive Basics: Transmissions and Suspension*
Education	Name Change Term(s): S1 & S2 Credit per semester .5 Grades 11-12	Pathways2Teaching; Introduction to Socially Just Education Changed to: College In the Schools Pathways2Teaching; Introduction to Socially Just Education
<i>Delete Courses</i>		
Math	Delete	Algebra 1
Hospitality and Tourism (Culinary Arts)	Delete	161320 Classical Line Cooking
Hospitality and Tourism (Culinary Arts)	Delete	161420 Classical Cooking
Hospitality and Tourism (Culinary Arts)	Delete	161620 Waiter/Waitress (2-hour)

23-24 High School and Middle School Course Changes

Middle School Course Changes

<i>Department</i>	<i>Course Change</i>	<i>Course Name</i>
<i>Added Courses</i>		
Science	Add Course Term(s): S1 & S2 Credit per semester .5	Life Science
Science	Add Course Term(s): S1 & S2 Credit per semester .5	Physical Science
Music	Add Course Term(s): S1 & S2 Credit per semester .5	General Music Grade 7
<i>Course Description Change</i>		
<i>The following changes may have occurred with courses: Name, course description, semester offered and/or credit</i>		
Science	Course Description	Life Science
<i>Delete Course</i>		
Science	Delete	Earth Science

HR / Business Services Committee

Duluth Public Schools, ISD 709

Agenda

Tuesday, January 10, 2023

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 2
 - B. **Business Services**
 - 1) Finance Department Report - Verbal
 - 2) Enrollment Report 4
 - 3) Child Nutrition Department Report 6
 - 4) Facilities Department Report 7
 - 5) Technology Department Report 8
 - 6) Transportation Department Report 9
3. **Recommended Resolutions**
 - A. B-1-23-3944 - Acceptance of Donations to Duluth Public Schools 10
 - B. B-1-23-3945 - Acceptance of Grant Awards to Duluth Public Schools 13
4. **Consent Agenda**
 - A. HR Staffing Report 15
 - B. Finances
 - 1) Financial Report 16
 - 2) Fundraisers 17
 - C. Bids, RFPs, and Quotes - None
 - D. Contracts, Change Orders and Leases
 - 1) Change Order - CO #2 Congdon Park ES Masonry & Window Restoration - MRJ Consultants LLC 18
5. **Miscellaneous Informational Items (no action required)**
 - A. District Properties Update 21
 - B. Expenditure Contracts 26
 - C. No Cost Contracts - None
 - D. Revenue Contracts 52
 - E. Grant Applications 69
 - F. Change Orders Signed - None

Human Resources Report Summary January 2023 Activities

Staffing Updates:

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

	Certified	Non-Certified
# New Hires	3	6
# Retirements	1	0
# Resignations	1	2
# Leave of Absences	1	1

HR Department Updates:

The HR team has hired a new Human Resources Assistant to support Benefits. Joe Perich started on Monday, January 9, 2022. Joe comes to us with experience from Genesee Lake School in Oconomowoc, WI and has recently been a Volunteer Site Coordinator with the Adventure Club at Lowell Elementary School. We continue to search for a replacement for the HR Manager position.

HR Staff worked through process mapping related to leaves of absences, payroll processing, and Skyward reporting in December to find additional system improvements and efficiencies. The team continues to address quick wins on process improvements while engaging in long-term change discussions.

Our HRIS team will continue to work with sites in January with the goal of getting all paraprofessionals on electronic timesheets.

Benefits Updates:

The Benefits team has just completed Non-Discrimination testing which was due December 31, 2022. The next compliance item is the Affordable Care Act Reporting process which is due at the end of February. There are two retirement sessions in January- the next is on January 12, 2023 and we have 18 employees signed up to attend.

Hiring Updates: (as of Friday, January 6, 2023)**Licensed:**

Teachers, Adult Basic Education (1)
 Teachers, District Wide (2)
 Teachers, Elementary (3)
 Teachers, High School (3)
 Teachers, Middle School (4)
 Teachers, Special Education (3)

Non-Licensed:

Activities/Athletics (1)
 Administrative/Management (1)
 Child Nutrition (13)
 Maintenance/Transportation (10)
School Custodian (20)
Engineer II (1)
Auto Mechanic (2)
Bus Helper (1)
Second Shift Engineer (1)
School Bus Driver (4)
 Playground/Cafeteria Monitor (8)

Paraprofessionals (23)

American Indian Home School Liaison (1)

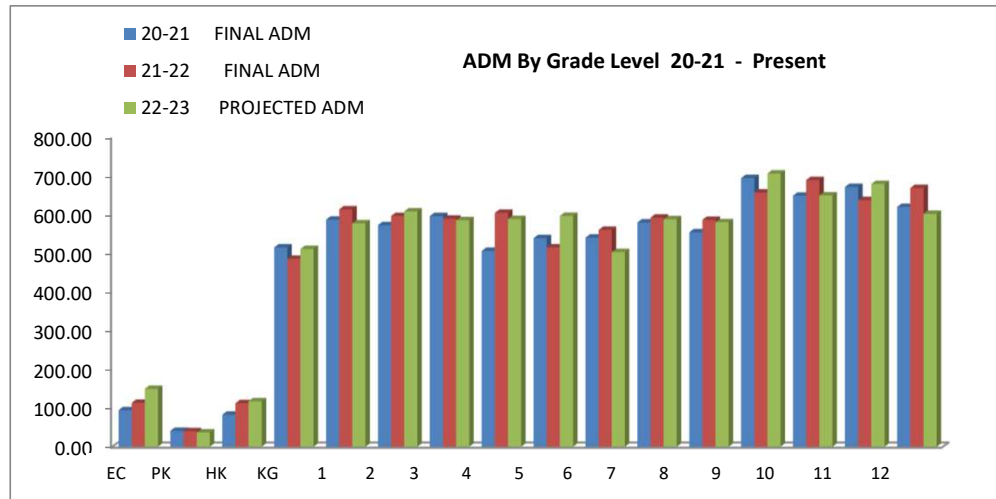
Duluth Pre-School Program Paraprofessional (1)
Early Childhood SpEd Paraprofessional (1)
Instructional Paraprofessional (1)
Job Coach (1)
Licensed Sign Language Interpreter (2)
Mental Health Practitioner (1)
Paraprofessional, ECFE (1)
SpEd Building Wide Paraprofessional (2)
SpEd Program Paraprofessional (4)
SpEd Student Specific Setting III Paraprofessional (5)
Supervisory Paraprofessional (3)

**Duluth Public Schools Projected Average Daily Membership (ADM) Report
JANUARY 2023**

Grade	Total Number of Enrollments	Unique Student Count	Current Enrollments	Projected ADM	Budgeted ADM	Enrollments /ADM	ADM /Student
EC	536	398	335	150.91	102.00	3.55	0.38
PK	56	49	59	37.11	42.65	1.51	0.76
HK	136	117	114	118.67	90.00	1.13	1.02
KG	551	502	516	512.83	522.00	1.09	1.01
1	713	626	583	578.79	605.00	1.24	0.92
2	743	657	614	609.56	602.00	1.23	0.92
3	693	632	591.15	586.88	586.00	1.19	0.92
4	719	649	602	590.13	585.00	1.22	0.91
5	695	649	610	597.97	604.00	1.16	0.92
6	642	566	514.75	504.60	509.00	1.27	0.89
7	748	646	602.3	589.59	559.00	1.28	0.91
8	765	653	594.3	581.76	585.00	1.32	0.89
9	1109	794	735.06	707.13	648.00	1.56	0.90
10	1297	776	676.36	650.66	650.00	1.98	0.85
11	1424	837	707.16	680.29	680.00	2.08	0.82
12	1504	913	627.19	603.36	625.00	2.47	0.67
PS	291	210					
Total:	12331	9464	8481.27	8100.26	7994.65	1.52	0.86

+proj-budg> 105.61

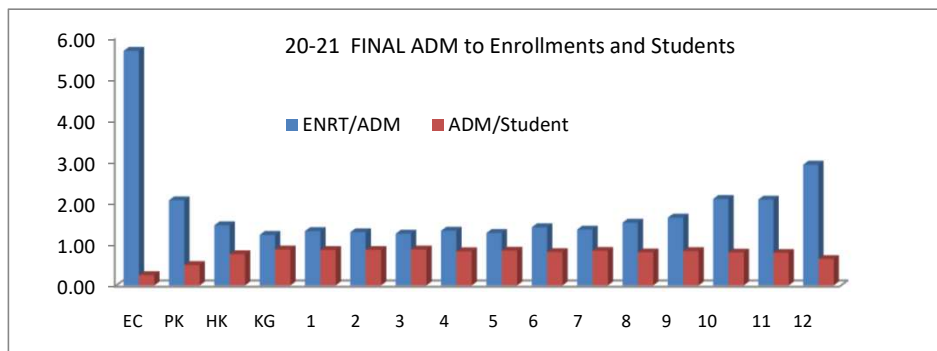
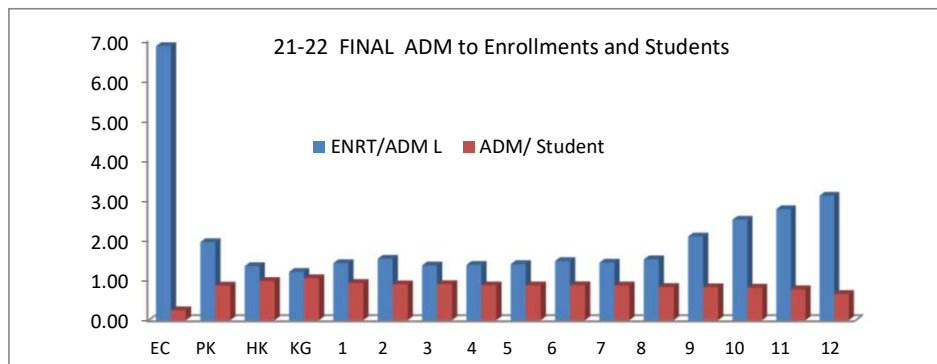
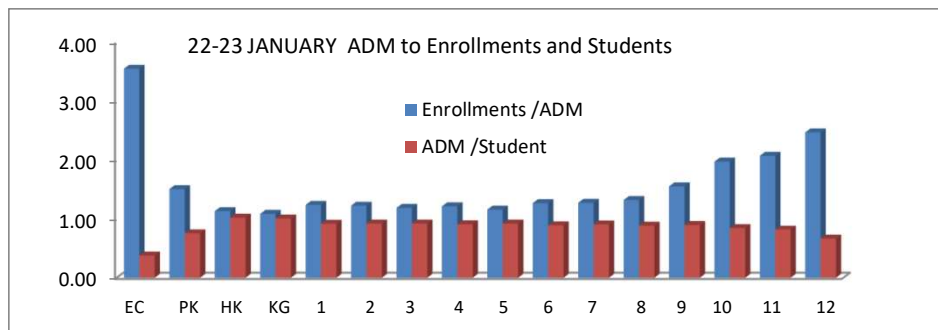
GRADE	20-21 OCT 1 Count	20-21 FINAL ADM	21-22 OCT 1 Count	21-22 FINAL ADM	Oct 1 Cnt To Prev Yr	22-23 OCT 1 Count	22-23 PROJECTED
EC	186	95.45	156	114.57	-41.43	205	150.91
PK	68	41.58	70	40.57	-29.43	51	37.11
HK	77	83.52	101	113.54	12.54	109	118.67
KG	520	516.69	502	487.64	-14.36	524	512.83
1	596	588.40	616	614.82	-1.18	589	578.79
2	582	574.16	593	597.78	4.78	610	609.56
3	617	597.62	603	590.84	-12.16	592	586.88
4	523	507.84	621	605.84	-15.16	598	590.13
5	558	540.73	527	516.78	-10.22	600	597.97
6	576	542.05	577	561.90	-15.10	516	504.60
7	586	581.07	604	593.59	-10.41	598	589.59
8	576	555.74	601	587.95	-13.05	600	581.76
9	723	695.44	687	658.15	-28.85	732	707.13
10	680	650.09	717	690.45	-26.55	700	650.66
11	734	672.61	680	638.94	-41.06	753	680.29
12	756	621.11	832	669.75	-162.25	789	603.36
Total:	8358	7864.10	8487	8083.11	-403.89	8566	8100.26



**Duluth Public Schools: Enrollments, Students and Projected Average Daily Membership (ADM)
JANUARY 2023**

Grade	Total Number of Enrollments	Unique Student Count	Current Enrollments	Projected ADM	Budgeted ADM	Enrollments /ADM	ADM /Student
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12	1504	913	627.19	603.36	625.00	2.47	0.67
PS	291	210					
Total:	12331	9464	8481.27	8100.26	7994.65	1.52	0.86

+proj-budg> 105.61



Child Nutrition Report

December 2022

Week of:	Breakfast 12/1/2022	Lunch 12/1/2022	Breakfast 12/5/2022	Lunch 12/5/2022	Breakfast 12/12/2022	Lunch 12/12/2022	Breakfast 12/19/2022	Lunch 12/19/2022	Breakfast	Lunch	Monthly B	Monthly L	Average Daily Breakfast	Average Daily Lunch
Congdon	86	581	231	1337	98	572	162	1145			577	3635	44	280
Denfeld	383	1016	983	2461	384	1019	757	1912			2507	6408	193	493
Harbor City								849			0	849	0	65
East High	439	822	1226	2156	441	926	856	1687			2962	5591	228	430
Homecroft	236	522	618	1303	245	520	455	1075			1554	3420	120	263
Lakewood	97	290	262	719	98	272	179	594			636	1875	49	144
Lester Park	344	690	809	1719	309	731	600	1414			2062	4554	159	350
Lincoln park	271	716	681	1843	263	760	509	1442			1724	4761	133	366
Lowell	520	865	1326	2065	529	802	971	1760			3346	5492	257	422
Laura Macart	348	438	1006	1178	390	471	727	916			2471	3003	190	231
Myers-Wilkin:	407	525	947	1275	352	507	646	921			2352	3228	181	248
Ordean/East	255	1161	690	2918	273	1210	539	2310			1757	7599	135	585
Piedmont	545	616	1358	1626	541	662	1025	1294			3469	4198	267	323
Rockridge	37	55	127	155	20	30	89	87			273	327	21	25
Stowe	313	327	811	811	314	298	610	662			2048	2098	158	161
ALC	26	59	46	92	25	63	29	56			126	270	11	25
	2 days	2 days	5 days	5 days	2 days	2 days	4 days	4 days						
	1 ALC	1 ALC	4 days	3 days	alc 2 days	alc 2 days	alc 4 day	alc 4 days						
	4307	8683	11121	21658	4282	8843	8154	18124	0	0	27864	57308	2145	4412
Denfeld Supp	Mon-thurs											0	TOTAL	
Daily average														

Afterschool Supper Meals Denfeld Highschool

Staffing and program coordination is in place to begin this program on 1/4/23.

Facilities Management & Capital Project Status Report December 2022

Facilities Management – Maintenance and Operations - General

- In the past month, the Facilities maintenance crews have completed 288 work orders and are currently working on 418 open work orders.

Capital Construction

- Denfeld tower work is almost complete. The spire and finial are all that is left to fabricate and install..
- Denfeld SPED bathroom is complete.
- FY24 OEMS Turf submittals are being reviewed.
- FY24 Congdon playground construction is being designed to bid early 2023.
- Ongoing Discussion with Legal Representation
 - PSS Track Lane 1 Ponding Remediation is ongoing.
- Construction Tasks “On The Hill”
 - Final tasks are ongoing in the existing Facilities building which is close to complete.
 - Interior work is starting/ongoing at the DSC and Transportation Building.
 - CHS has been removed.

Building Operations

- With many vacancies, our Operations staff have been performing an excellent job of cleaning, and the buildings are looking as good as could be expected.
- Much extra effort has been given over the holidays to further improve the level of cleanliness.
- There are 21 vacancies in the Facilities Operations that we are working hard as well as need to fill.

Health, Safety & Environmental Management

- Auto lifts, vertical lifts, forklifts, and overhead lifts inspected - some minor repairs coming in the next month or two
- Gym repairs completed in December - Lowell, LPMS, OEMS, and EHS
- 6 month asbestos checks complete - no notable changes

Workers’ Compensation Activities

December 2022

- First report of incidents:----- 8
- OSHA recordable incidents:----- 1
- Days away from work:----- 1
- Days of restricted work:----- 0

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






- First report of incidents:----- 166
- OSHA recordable incidents:----- 21
- Days away from work:----- 124
- Days of restricted work:----- 338

Technology Department - December Report (12/1 - 12/31)







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- **Cybersecurity**

- Google Security
 - Gmail

- 1.1M Emails Messages Accepted/Delivered 
 - 1.2M were identified as Spam 
 - 4.2K were identified as Phishing 
 - 47 were identified having a suspicious attachments 
 - 7.5 were identified as Spoofing 
 - 0 emails were identified as Malware

- Account Information

- 10,882 Active Accounts 
- 24.34TB of storage 
- 326.3K Files shared externally 
- 401 Suspicious login attempts 
- 972 Failed user login attempts 
- 14 Data Loss Prevention (DLP) policy High Severity Incidents that were blocked 

- **E-Rate RFP/Bid**

- E-Rate Bid-1308 Network Infrastructure (network switches) was posted on the FCC USAC E-Rate website with an opening on Tuesday, January 24, 2023

- **Technology Help Desk Tickets**

- 262 New Technology Support Tickets Created
- 272 Tickets were resolved
- 190 Tickets remain unresolved

- **Projects**

- Cybersecurity
 - Continue working on security vulnerabilities that have been identified by Arctic Wolf monitoring services.
 - The December Infosec IQ Phishing Campaign phish rate was 32.6%
 - Within the next several months we will schedule and have the following two technology audits done:
 - Network Security Assessment - Cyber Insurance requirement
 - Authenticated security scan
 - Internal vulnerability scan
 - Microsoft AD security and password audit
 - Penetration testing
 - Google for Education Audit -
<https://www.cdwg.com/content/cdwg/en/services/education/google-audit.html>
- DSC, Facilities and Transportation
 - Working with contractors and vendors to make sure we have all the technology equipment and services for the new buildings
- Blended Learning 1 to 1 Initiative
 - Continue to work with Benson Electric to install additional wireless Access Points (APs) to support our student and staff Chromebooks in our buildings

8

Transportation Report December 2022 Activities

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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.

We continue to await the arrival of our two new buses which are expected to be delivered in March.

We are transitioning to using Traversa for routing. Implementation is expected in February. Transportation currently uses Versatrans for routing. Our department continues to navigate daily changes in routing per school requests.

There are daily changes on a total of 434 individual routes (routing, day changes, time changes, etc.).

Staffing (comments and concerns)

- In December we had a long-time driver retire which brings us to a no extra drivers and one helper short
- Glenn Tjaden was hired on as a mechanic which opens another driver spot.
- Steve Johnson is now gone and no replacement as of this writing

Bus Maintenance

- Scheduled maintenance has begun again with Glenn on the fleet.
- Jump starts have occurred on a few occasions with the early cold weather.
- Gen maintenance has also begun with having a mechanic again.
- Glenn is only able to work on busses between his route coverage at this time

The average fleet age is 7.5 years. Current average mileage is now over 76,000 (goal is 50,000 – 60,000).

Steve Johnson started training me in some of my responsibilities but left before much was accomplished. Steve was also training Deb P. to train new drivers but also did not finish. So, we currently we have no one to do training, but Voyageur has agreed to help if we need it.

RESOLUTION

Acceptance of Donations to Duluth Public Schools

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

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

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

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

SCHOOL	DONOR	AMOUNT	RESTRICTION	COMMENTS
Denfeld HS	Kathleen Hein	In-kind		2012 Kia Soul donated needing an engine, estimated cost to repair exceeds value of car, students will repair and auction car or it will be scrapped. Scrap value is about \$250.00
Denfeld HS	Dick Swanson Golf Tournament	\$500.00	Denfeld Softball	
Denfeld HS and East HS	American Online Giving Foundation	\$497.13	Duluth 709 Baseball	This donation will be split 50/50 with Denfeld and East HS
Head Start	Jane Killough	\$50.00	Duluth Head Start	
Lowell ES	Geoffrey Witrak	In-kind	Lowell ES	Donor provided nearly \$2,500 worth of school supplies and materials to Lowell.
Lester Park ES	Laverne & Mari Wagner	\$200.00	5th Grade Wolf Ridge Trip	In memory of Patrick Wagner
Laura MacArthur ES	David & Kelly Bolgrien	In-kind	Laura MacArthur ES	
Stowe ES	Bethany Community Church	In-kind		Hats, mittens, scarves
Stowe ES	Amy Rahja	In-kind	Hats for kids	
Lakewood ES	Michael Henderson	%500 + matching donation	5th Grade Wolf Ridge	
Districtwide	Grandma's Marathon	In-kind		7 boxes of Grandma's Marathon T Shirts. These were sent to schools for their use.
Lincoln Park MS	Sixth Judicial District Public Defender's Office	\$1,520.00 cash and a \$100.00 gift card	Healthy Kids - Community Schools	
Congdon ES	Big Life Team	In-kind		17 winter hats and 20 pairs of gloves/mittens ¹⁰

Congdon ES	Boy Scouts of America (Clark Garthwait)	In-kind		Popcorn	30
Homecroft ES	Suzanne Rauvola	\$50.00	Use funds to pay off lunch debt for students in need		
Area Learning Center	A&L Properties	In-kind	ALC Student Holiday Auction	Amazon: Craftsman Home Tool Kit	
Area Learning Center	Jessica Hehir	In-kind	ALC Student Holiday Auction	Pure Romance Bath Set/Lotions, Handmade Scarf	
Area Learning Center	Paula Williams	In-kind	ALC Student Holiday Auction	2 throw pillows, 2 4-piece dish sets, 2-piece candle set	
Area Learning Center	Timothy Nelson	In-kind	ALC Student Holiday Auction	POP figures x 3	
Area Learning Center	A&L Properties	In-kind	ALC Student Holiday Auction	Amazon gift worth \$25	
Area Learning Center	Anonymous	In-kind	ALC Student Holiday Auction	5 pair of socks, 5 over-sized candy bars, 8 cases of Star Wars soap, Superman Toy, 6 custom T-shirts	
Area Learning Center	Pizza Luce	\$25.00	ALC Student Holiday Auction	Gift Card	
Area Learning Center	Timothy Nelson	In-kind	ALC Student Holiday Auction	Drawing supplies/sketch book and pens	
Area Learning Center	Timothy Nelson	In-kind	ALC Student Holiday Auction	Lego Batman set	
Area Learning Center	Timothy Nelson	In-kind	ALC Student Holiday Auction	Sunflower canvas print	
Area Learning Center	Timothy Nelson	In-kind	ALC Student Holiday Auction	Towels decorative	
Area Learning Center	Timothy Nelson	In-kind	ALC Student Holiday Auction	Bracelet	
Area Learning Center	Timothy Nelson	In-kind	ALC Student Holiday Auction	Mug	
Area Learning Center	A&L Properties	In-kind	ALC Student Holiday Auction	Squishmallow x 3	
Area Learning Center	A&L Properties	In-kind	ALC Student Holiday Auction	Wilson Basketball x 2	
Area Learning Center	A&L Properties	In-kind	ALC Student	Daybetter LED light strip	11

			Holiday Auction	31
Area Learning Center	A&L Properties	In-kind	ALC Student Holiday Auction	Comfee microwave
Area Learning Center	A&L Properties	In-kind	ALC Student Holiday Auction	Mind-glowing 3D Galaxy Lamp x 2
Area Learning Center	Anonymous	In-kind	ALC Student Holiday Auction	H&B 72 piece art pencil set
Area Learning Center	Anonymous	In-kind	ALC Student Holiday Auction	Kookin LED light up mirror
Area Learning Center	Cheryl Rossi	\$200.00	ALC Student Holiday Auction	Amazon Gift cards totaling \$200
Area Learning Center	A&L Properties	In-kind	ALC Student Holiday Auction	Wilson Football x 2
Area Learning Center	A&L Properties	In-kind	ALC Student Holiday Auction	Q Naturals Black Soap
Area Learning Center	A&L Properties	In-kind	ALC Student Holiday Auction	21-piece watercolor brush
Area Learning Center	A&L Properties	In-kind	ALC Student Holiday Auction	DIY Macrame Wall Kit
Area Learning Center	A&L Properties	In-kind	ALC Student Holiday Auction	Neasow Bohemian Tapestry
Area Learning Center	A&L Properties	In-kind	ALC Student Holiday Auction	Acinaci Gaming Headset
Area Learning Center	A&L Properties	In-kind	ALC Student Holiday Auction	Carhartt's Cuffed hat x 2
Area Learning Center	A&L Properties	In-kind	ALC Student Holiday Auction	Tapestry Tree of Life Wall Hanging
Area Learning Center	A&L Properties	In-kind	ALC Student Holiday Auction	Hanging Photo Display Macrame
Area Learning Center	A&L Properties	In-kind	ALC Student Holiday Auction	Photo Hanging Clips String

RESOLUTION

Acceptance of Grant Awards to Duluth Public Schools

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

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

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

BE IT FURTHER RESOLVED that the Duluth Public Schools wishes to extend its grateful appreciation to this organization.

Organization	Authors or Contacts	School	Award Amount	Terms
Minnesota Power	Becky Gamache/ Preschool	District Wide	\$1,555.00	To purchase 5 years' worth of books for our fall & spring home visits
Higher Pathways Grant	Amanda Horton/American Indian Homeschool Liaison	District Wide	\$3000.00	College and Career Readiness for AI students
Sand County Foundation's Pollinator Habitat Grant	Sonja Hakanson/ Teacher	East HS	\$750.00	To grow seeds and plant a pollinator garden at East.
MN State Colleges and Universities	Kimberly Olson / Teacher	East & Denfeld	\$5,000	For newly updated books to keep in compliance with Lake Superior College and the new COVID curriculum and diversity standards.

<p>MN Dept of Transportation Safe Routes to School</p>	<p>Kathi Kursch Marshall / Principal</p>	<p>Congdon Park Elementary</p>	<p>\$45,000</p>	<p>Safe Route to School Plan</p>
<p>MN Agricultural Education Leadership Council</p>	<p>Sonja Hakanson/East HS Teacher</p>	<p>East HS</p>	<p>\$6,264</p>	<p>Purchase classroom equipment needed for CASE AFNR Curriculum</p>

Track Date	Item Code	Full Name	Notes	Eff Beg Dt	Eff End Dt	
01/17/2023	CAPP	DINGLER, ALLISON R	Dingler, Allison R	TEMP ENGLISH AS A SECOND LANGUAGE/DW, (MA) IV STEP 9	01/03/2023	
01/17/2023	CAPP	SCHMIDT, AMANDA L	Schmidt, Amanda L	SPEC ED B-6/DW, (MA) 9, E SZFLARSKI	01/03/2023	
01/17/2023	CAPP	STEWART, OLIVIA M	Stewart, Olivia M	LTS GRADE 5/LAURA MACARTHUR, (BA) STEP 2, A METZER	12/20/2022	
01/17/2023	CLOA	ACHTERHOFF, STACEY E	Achterhoff, Stacey E	READING INTERVENTIONIST/MYERS WILKINS/MID-CAREER	01/20/2023	01/20/2026
01/17/2023	CRES	SZAFIARSKI, ERICA E	Szaflarski, Erica E	ECSE TEACHER/DW	12/14/2022	
01/17/2023	CRET	MLYNARCZYK, HEIDI F	Mlynarczyk, Heidi F	READING INTERVENTIONIST/HOMECROFT	06/09/2023	
01/17/2023	CTIN	BACZKIEWICZ, ELIZABETH A	Bacziewicz, Elizabeth A	READING INTERVENTIONIST/MYERS-WILKINS, 1/6 OVERLOAD	01/03/2023	02/28/2023
01/17/2023	CTIN	FRISCHMANN, BREELYNN E	Frischmann, Breelynn E	SPEC ED SOCIAL WORKER/MYERS-WILKINS, 1/6 OVERLOAD	01/03/2023	02/28/2023
01/17/2023	CTIN	KOLQUIST, JULIE A	Kolquist, Julie A	SPEC ED/MERRITT CREEK, 1/6 OVERLOAD	12/01/2022	06/09/2023
01/17/2023	CTIN	STOKES, HANNAH P	Stokes, Hannah P	SPEC ED SOCIAL WORKER/MYERS-WILKINS, 1/6 OVERLOAD	01/03/2023	02/28/2023
01/17/2023	NAPP	FAHERTY, LAUREN M	Faherty, Lauren M	OFF SUPPORT SPEC/DENFELD, 23/40WKS, \$18.16/HR	12/27/2022	
01/17/2023	NAPP	LAPLANTE, LINDSAY A	LaPlante, Lindsay A	TEMP SPECIAL ED PARA/LESTER PARK, 31.25/38WKS, \$17.77/HR	01/03/2023	
01/17/2023	NAPP	SPOONER, EMMA C	Spooner, Emma C	INSTRUCTIONAL PARA/MYERS-WILKINS, 31.25/38WKS, \$16.18/HR	12/20/2022	
01/17/2023	NAPP	SWANSON, ASIA G	Swanson, Asia G	MENTAL HEALTH PRACTITIONER/DENFELD, 40/38WKS, \$24.88/HR	01/11/2023	
01/17/2023	NAPP	TUCKER, MACKENZIE K	Tucker, Mackenzie K	SUPERVISORY PARA/LINCOLN PARK, 23.75/38WKS, \$17.71/HR	12/08/2022	
01/17/2023	NAPP	UELAND, COREY A	Ueland, Corey A	CUSTODIAN 1 FLOAT/MYERS-WILKINS, 40/52WKS, \$16.15/HR	12/29/2022	
01/17/2023	NLOA	SMITH, JAMIE L	Smith, Jamie L	SUPERVISORY PARAPROFESSIONAL/DENFELD	12/13/2022	12/13/2023
01/17/2023	NRES	LITTLE, KATERI M	Little, Kateri M	MARSS COORDINATOR/UHG	01/03/2023	
01/17/2023	NRES	JOHNSON, STEVEN	Johnson, Steven	TRANSPORTATION MANAGER/TRANSPORTATION	01/17/2023	

**HR/BS Services Committee Monthly Fund Balance Report
Jan 10 2023 Committee Meeting**

Jan 10 2023 Board Meeting

1.6.23

REVENUES	22-23		22-23		22-23		22-23	
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDGET		RECEIVED TO YEAR TO DATE		RECEIVED ENCUMBERED	
	FUND	Jul-22	JULY 22-23	JULY 22-23	July - Sept	July -Sept	July- Sept	BUDGET BALANCE
General	1	\$ 107,743,537.86	\$ 107,813,250.73	\$ 107,813,250.73	\$ 35,771,520.23			\$ 72,041,730.50
Food Service	2	\$ 3,985,000.00	\$ 3,985,000.00	\$ 3,985,000.00	\$ 1,598,631.08	\$ 65.10		\$ 2,386,303.82
Transportation	3	\$ 5,900,000.00	\$ 5,900,000.00	\$ 5,900,000.00	\$ 1,429,618.56			\$ 4,470,381.44
Community Ed	4	\$ 8,114,000.00	\$ 8,114,000.00	\$ 8,114,000.00	\$ 2,784,367.11			\$ 5,329,632.89
Operating Captial	5	\$ 5,462,130.31	\$ 5,462,130.31	\$ 5,462,130.31	\$ 341,039.81	\$ -		\$ 5,121,090.50
Building Construction	6	\$ -	\$ -	\$ -				\$ -
Debt Service Fund	7	\$ 22,979,390.64	\$ 22,979,390.64	\$ 22,979,390.64	\$ 2,199,749.34			\$ 20,779,641.30
Trust Fund	8	\$ 258,575.00	\$ 258,575.00	\$ 258,575.00				\$ 258,575.00
Dental Insurance Fund	20	\$ 917,000.00	\$ 917,000.00	\$ 917,000.00	\$ 414,571.23	\$ -		\$ 502,428.77
Student Acitivity	79	\$ 236,006.00	\$ 236,006.00	\$ 236,006.00	\$ 129,389.77			\$ 106,616.23
REVENUE	TOTALS:	\$ 155,595,639.81	\$ 155,665,352.68	\$ 155,665,352.68	\$ 44,668,887.13	\$ -	\$ 65.10	\$ 110,996,400.45

EXPENSES	22-23		22-23		22-23		22-23	
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDGET		EXPENSES TO YEAR TO DATE		EXPENSES ENCUMBERED	
	FUND	Jul-22	JULY 22-23	JULY 22-23	July - Sept	July -Sept	July- Sept	BUDGET BALANCE
General	1	\$ 104,358,876.11	\$ 104,428,588.98	\$ 104,428,588.98	\$ 49,496,732.82	\$ 2,472,117.71		\$ 52,459,738.45
Food Service	2	\$ 4,427,346.56	\$ 4,427,346.56	\$ 4,427,346.56	\$ 1,776,894.98	\$ 1,103,787.10		\$ 1,546,664.48
Transportation	3	\$ 6,176,300.00	\$ 6,176,300.00	\$ 6,176,300.00	\$ 3,126,662.11	\$ 468,791.29		\$ 2,580,846.60
Community Ed	4	\$ 8,658,980.50	\$ 8,658,980.50	\$ 8,658,980.50	\$ 3,452,826.17	\$ 29,062.61		\$ 5,177,091.72
Operating Captial	5	\$ 8,394,018.57	\$ 8,394,018.57	\$ 8,394,018.57	\$ 2,118,283.41	\$ 1,181,549.74		\$ 5,094,185.42
Building Construction	6	\$ -	\$ -	\$ -	\$ 11,608,162.77	\$ 821,761.15		
Debt Service Fund	7	\$ 24,691,484.56	\$ 24,691,484.56	\$ 24,691,484.56	\$ 2,568,157.81			\$ 22,123,326.75
Trust Fund	8	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ -			\$ 250,000.00
Dental Insurance Fund	20	\$ 924,000.00	\$ 924,000.00	\$ 924,000.00	\$ 415,632.56			\$ 508,367.44
Student Acitivity	79	\$ 414,040.00	\$ 432,775.81	\$ 432,775.81	\$ 69,606.59	\$ 886.39		\$ 362,282.83
EXPENSE	TOTALS	\$ 158,295,046.30	\$ 170,813,418.90	\$ 170,813,418.90	\$ 74,632,959.22	\$ -	\$ 6,077,955.99	\$ 90,102,503.69

<u>Fin 160 ESSER III</u>	<u>Expenses</u>	<u>Fund 06 Build construction: Program 870</u>	<u>Expenses</u>	<u>Ex Curricular</u>	<u>Fund 01</u>
		debt serv payment/prof serv course 000/000	\$ 1,113,211.81	Program 298 Revenue	\$ 158,333.89
Program 030 Admin	\$ 27,825.00	admin owner pymnt course 800	\$ 6,747.53	Program 298 Expense	\$ 182,331.49
Program 108 Tech	\$ 1,859,828.53	admin design serv course 801	\$ 81,652.48		
Program 203 Elem	\$ 734,904.96	admin constru mgmt course 802	\$ 103,033.73		
Program 211 Secondary	\$ 228,602.75	admin commissions course 803	\$ 17,576.17		
Program 805 Operations	\$ 86,592.41	interior surf constr costs course 804	\$ 10,521,433.65		
Program 740 Pupil Engage	\$ 1,792.88	admin site services 805	\$ 153,144.83		
	\$ 2,939,546.53	long term lease 806	\$ 1,650.00		
			\$ 11,998,450.20		


**Fundraisers Reported
December 2022**

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

School	Organization Fundraising	Estimated Profit	Description of Fundraiser
Lester Park ES	School-wide	\$1,500.00	This is the 20th annual Giving Tree. Money raised pays for holiday trees and gifts for resident at the two hospitals and Ecumen Senior Living to bring cheer to those there over the holidays.

Memorandum

To: Ms. Jill Lofald / School Board Chair
Ms. Simone Zunich / CFO Executive Director of Business Services

From: Dave Spooner 
Manager of Facilities

Date: December 27, 2022

Re: CHANGE ORDER #2 - Congdon Park ES Masonry & Window Restoration – MRJ Consultants LLC.

School Board Approved LTFM FY21-22 Project

Attached is Change Order #2 for Congdon Park ES Masonry & Window Restoration Project – MRJ Consultants LLC.

The original contract sum for this work as defined was **\$32,400.00**. Change order #1 resulted in a new contract sum of **\$47,070.00**. Change order #2, which was related to the long timeframe for the project due to COVID delays and many additional trips for site observation is a sum of **\$4,680.00**, which will result in a new contract amount of **\$51,750.00**.

Recommendation:

I am recommending that Ms. Jill Lofald, School Board Chair, approve and sign Change Order #2 on behalf of the School Board with MRJ Consultants LLC., as authorized at the regular School Board Meeting on January 17, 2023.

The new contract sum for the work defined in the agreement with MRJ Consultants LLC., is **\$51,750.00**.

Attachments

MRJ Consultants, LLC

Roof and Building Exterior Solutions

December 28,2022

Mr. Dave Spooner
ISD#709
215 North 1st Avenue East
Duluth, MN 55802

RE: 2020/2021/2022 Window and Masonry Restoration Project- Consultant request for additional fees #2. Bid #1293 LTFM 21-22

Dave,

As discussed, we are submitting this request for change order #2 to our professional services contract for the 2020/2021/2022 Window and Masonry Restoration Project at Congdon Park School.

On August 8,2019, MRJ Consultants provided a proposal to the District for Consultant design and construction observation services for the 2020 Masonry and Window Restoration Project for Congdon Park Elementary. The project proceeded smoothly during the 2020 Masonry tuckpointing phase of the project all work was fully completed prior to the start of the 2020/2021 school year. In March 2020, the COVID pandemic started, and it was decided to delay the Window replacement phase of the project until spring of 2021. As the pandemic continued and caused significant material and shipping delays, the project was delayed until the new windows arrived in February of 2022. There were also approval issues due to changes in the building permit process, code changes and approval delays.

The Window project was finally started in June 2022 with an anticipated completion date of August 30,2022. At the start of the project, St. Germain's Glass indicated that they would staff the project with a crew of 6 plus installers. As the project progressed throughout the summer, the contractor was only able to staff the project with 2 and on occasion, 3 personnel. Due to labor shortages in the industry. They also struggled with material delays and shortages with the sheet metal that was needed for fabricating the window flashings and trim. These issues resulted in the project to surpass the August 30,2022 completion date and essential window installation was not completed until November 29,2022. At this time, we have been informed that the Contractor will be installing the remaining 2 service doors during the week of December 26,2022. Due to the winter conditions, The Contractor will have to return in the

5712 Royal Oaks Drive, Shoreview, MN 55126,
612-406-5996

spring of 2023 to complete any remaining punch list items and restore the grounds and lawn damaged during the project.

Because of the extended delays during the 2021/2022/2023 window phase of the project, MRJ Consultants was required to provide additional services above and beyond our original 2019 proposed service fees in the form of meetings, project administration and site observations. At this time, we are requesting that our contract for Construction Observation and Project Administrative services be increased by \$4680.00 for the additional time we have provided to date and will be required to provide spring 2023 to fully complete and close the project.

Total amount of Consultants CO#2 \$4,680.00 (Final Change Order)

If you should have any questions regarding this request or the project, please contact me.

Respectfully,

Mike Johnston RRC
MRJ Consultants, LLC
5712 Royal Oaks Drive
Shoreview, MN 55126
m.johnstonrrc@gmail.com
612-406-5996



ISD #709

40

Duluth Public Schools
HOCHS Relocation Project

Monthly Progress Report
December 2022

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

Recent Progress and Activities:

- The Facilities remodel project construction progress:
 - The Final Client Occupancy inspection took place.
 - Outstanding items to be addressed this upcoming month to obtain the certificate in hand.
- The Public Roadway/DSC/Transportation project construction progress:
 - Interior metal stud framing continued on the 1st level at the DSC building.
 - Drywall installation continues throughout.
 - Painting areas throughout, when readied.
 - Duct work installation continued on the 1st & 2nd level at the DSC building.
 - Mechanical equipment rough-ins continued.
 - Lighting installation commenced and continued.
 - Low voltage rough ins continued at the DSC building.
 - This is for door access control and smoke alarms.
 - Plumbing, electrical, and fire suppression rough ins have been ongoing at the DSC building.
 - Aluminum frame and window installation commenced and continued at the DSC building.
 - Door frame installation continued at the Transportation building.
 - The Bus Garage metal siding installation was completed.
 - The metal roofing was completed, as well.
 - The storm and sewer installation were completed at the Transportation loop road.
 - Overhead doors were installed at the Bus Garage.
 - Completed concrete slab around columns bases in area B at Bus Garage.
 - The underground MEP work was completed at the Transportation building.
- Demolition of Central High School:
 - Demolition has been ongoing.
 - We are at about a 95% completion.

Upcoming Activities and Next Steps:

- Upcoming construction scope:
 - a. Facilities:
 - i. The outstanding items are expected to be addressed in order to receive the C of O certificate in hand.

- b. DSC/Transportation/Roadways:
 - i. Drywall installation to be completed throughout.
 - 1. Coating to follow.
 - ii. Lighting installation to continue at the DSC building.
 - iii. Water meters to be installed at both buildings.
 - 1. Water will be turned on.
 - iv. HVAC duct installation to be substantially completed throughout at the DSC building.
 - v. Miscellaneous fire suppression, electrical, and plumbing rough ins will continue at the DSC building.
 - vi. Door frame installation to be completed at the Transportation building.
 - vii. Glazing & Door Frame installation will continue at the DSC building.
 - viii. Metal stud framing to be completed at the Transportation building.
 - ix. MEP rough ins to continue at Transportation building.
- c. Demolition of Central High School:
 - i. Demolition to be completed in the coming months.



Description

2nd Level Window Installation - DSC

Taken Date

01/05/2023 at 09:52 am

Uploaded By

Jason Johnson

Upload Date

01/05/2023 at 09:52 am

File Name

851C3525-A6C8-4288-976B-3809...



Description

Area B Garage Overhead Door Installation - Bus Garage

Taken Date

12/28/2022 at 12:07 pm

Uploaded By

Jason Johnson

Upload Date

12/28/2022 at 12:07 pm

File Name

6575DBF8-B3DF-4719-BC19-79F4...



Description

2nd Level Window Installation - DSC

Taken Date

01/04/2023 at 10:36 am

Uploaded By

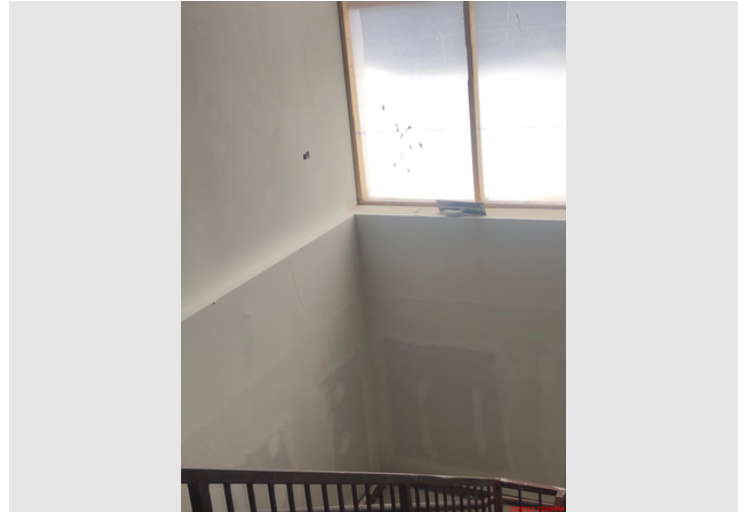
Jason Johnson

Upload Date

01/04/2023 at 10:36 am

File Name

F7AF14B8-284A-4F9C-8AA1-E024...



Description

DSC Drywall Installation

Taken Date

12/28/2022 at 12:05 pm

Uploaded By

Jason Johnson

Upload Date

12/28/2022 at 12:05 pm

File Name

BF34292E-D0E1-4A47-B573-9764...



Description

2nd Level Framing - DSC

Taken Date

12/28/2022 at 12:04 pm

Uploaded By

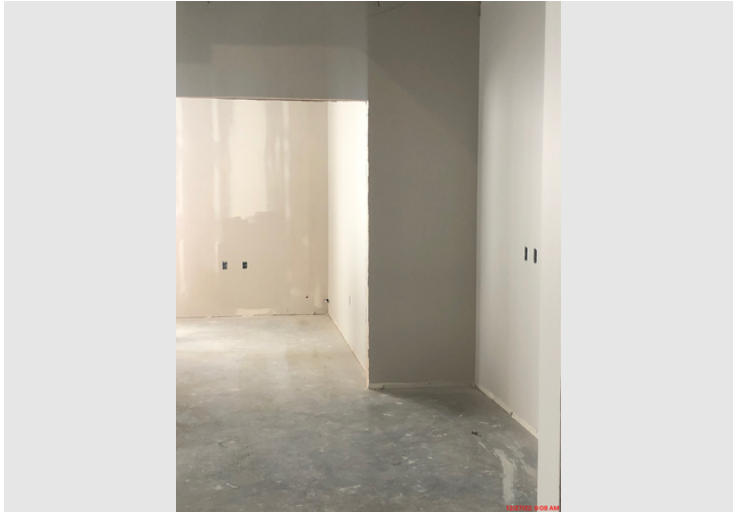
Jason Johnson

Upload Date

12/28/2022 at 12:04 pm

File Name

91204BDE-D56C-4BC7-9AF4-BEA...



Description

DSC Drywall Installation

Taken Date

12/27/2022 at 09:08 am

Uploaded By

Jason Johnson

Upload Date

12/27/2022 at 09:08 am

File Name

BA4B05E6-AADC-4B9F-8609-012...



Description

Central HS Demo - 90%

Taken Date

12/19/2022 at 12:49 pm

Uploaded By

Austin May

Upload Date

12/19/2022 at 07:08 pm

File Name

F720FC38-0E14-4FDE-B051-CCB3...



Description

2nd level Drywall Tape & Paint - DSC

Taken Date

12/19/2022 at 10:54 am

Uploaded By

Austin May

Upload Date

12/19/2022 at 07:09 pm

File Name

8B3FE6A9-AC3E-4564-B68F-4753...



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

January 3, 2023

John Magas
Superintendent of Schools

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

Simone Zunich
Executive Director of Finance & 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"

- Pending

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
December 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
University Nursery School (Addendum)	\$190.00*	Special Services (DU)	Child receiving services will be switching days at UNS and rates have increased for 2023. Original contract was not to exceed \$2,480.00. New contract will not exceed \$2,670.00
CDW Government LLC	\$5,300.00*	Technology (DR)	ISD 709 recently migrated to a PA5410. This service would allow for a Palo Alto Firewall Health Check
Duluth Area Family YMCA	\$6,600.00	ALC/AEO (DR)	Contract will allow ALC/AEO students access to physical education credits through nearby YMCA
Mickelson Consulting	\$50,000.00*	MTTS Coord. TLE (DR)	Providing restorative practices training to Duluth Public Schools staff and students, and restorative conferencing services to staff and or students in Duluth Public Schools
Ampact – Reading/Math Corps.	\$2,000.00	Lester Park ES (DU)	Lester Park ES will be receiving one math, one reading tutor beginning in 2023

CONTRACT ADDENDUM

THIS CONTRACT ADDENDUM dated this 22nd day of December, 2022

BETWEEN:

Independent School District No. 709

OF THE FIRST PART

- AND -

University Nursery School College Street

OF THE SECOND PART

Background:

- A. Independent School District No. 709 and University Nursery School College Street (the "Parties") entered into the contract (the "Contract") dated June 15, 2022, for the purpose of [REDACTED] Preschool programming.
- B. The Parties desire to amend the Contract on the terms and conditions set forth in this Contract Addendum (the "Agreement").
- C. This Agreement is the first amendment to the Contract.

IN CONSIDERATION OF the Parties agreeing to amend their obligations in the existing Contract, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to keep, perform, and fulfill the promises, conditions and agreements below:

Amendments

1. The Contract is amended as follows:
 - a. Reimbursement. Original reimbursement was not to exceed \$80.00 per week and \$2,480.00 in total.
 - b. This amendment would increase the not to exceed amount effective January 9, 2023 to \$90.00 per week and \$2,670.00 in total.
 - c. Performance. Original performance was (2 days per week) Monday and Friday and 62 days in total.
 - d. This amendment would change the (2 days per week) effective January 3, 2023 to Tuesday and Thursday and 66 days in total.

No Other Change

2. Except as otherwise expressly provided in this Agreement, all of the terms and conditions of the Contract remain unchanged and in full force and effect.


Miscellaneous Terms

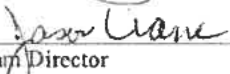
3. Capitalized terms not otherwise defined in this Agreement will have the meanings ascribed to them in the Contract. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine include the feminine and vice versa. No regard for gender is intended by the language in this Agreement.

Governing Law

4. Subject to the terms of the Contract, it is the intention of the Parties that this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Minnesota, without regard to the jurisdiction in which any action or special proceeding may be instituted.

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.


 Contracto _____ 41-0988095 _____ 12/29/2022
 SSN or EIN Date


 Program Director _____ 12/29/22 _____
 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), (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:

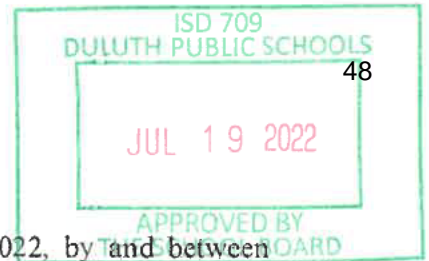
Check if the contract will be paid using District funds and enter the budget code in the top line below.

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

Check if the contract will be paid using Student Activity Funds

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


 CFO/Superintendent of Schools/Board Chair _____ 12-28-22 _____
 Date



AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of June, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and University Nursery School College Street, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 12, 2022 and shall remain in effect until June 2, 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

NOW THEREFORE, the parties agree as follows:

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

The AGENCY shall perform these services at: 835 West College Street, Duluth, MN 55811.

The approximate date the service will begin is September 12, 2022 and shall not extend beyond June 2, 2023; the contract not to exceed a total of 62 Days (attending 2 days per week. The District will pay 2 days per week @ \$80.00 per week).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at 4316 Rice Lake Rd, Suite 103, Duluth, MN 55811 on the 15th of each month for the preceding month.

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

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

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

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

4. Reimbursement. In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$80.00 per week and \$2,480.00 in total.

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

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

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

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

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

8. Independent Contractor. Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture

between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

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

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

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

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jason Crane, 4316 Rice Lake Rd, Suite 103, Duluth, MN 55811. Invoices may be emailed directly to ap.vendor@isd709.org.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to University Nursery School College Street, 835 West College Street, Duluth, MN 55811

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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


 _____ 41-0988095 _____ 7/6/2022
 Contractor Signature SSN/Tax ID Number Date



 Program Director Date 6-26-22

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

This contract is funded by either:

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


Please check the appropriate line below:

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

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

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

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


 _____ Date 6/29/22
 CFO / Superintendent of Schools / Board Chair



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	Solution Architect: James Puzic
Date:	December 07, 2022	
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 recently migrated to a PA5410 and would like a health check.

PROJECT SCOPE

The professional services engagement includes:

- Palo Alto Firewall Health Check

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 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 (8) 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.

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. 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

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 \$5,300.00 is merely an estimate and does not represent a fixed fee. Neither the Billable Units of 24 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	\$225.00	20	\$4,500.00
Project Manager – Per Hour	\$200.00	4	\$800.00
Estimated Totals		24	\$5,300.00

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: Simone H Zunich

Name: Services Contracts Manager

Name: Simone H Zunich

Title: Services Contract Manager

Title: Executive Director Bus

Date: Dec 21, 2022

Date: Dec 21, 2022

Mailing Address:

Mailing Address:

200 N. Milwaukee Ave.
Vernon Hills, IL 60061

4316 RICE LAKE RD STE 108, STE 108, ACCTS
PAYABLE
DULUTH, MN 55811-4012



FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

**DULUTH AREA FAMILY YMCA
and Duluth ISD 709
Service Agreement 2022-2023**

This agreement between the Duluth Area Family YMCA (YMCA) and Duluth ISD 709, effective September 6, 2022, is intended to provide services to AEO/ALC students. Under this agreement, the YMCA agrees to provide:

- Memberships for all currently enrolled AEO/ALC students for the school year, beginning September 6th, 2022 and ending June 10th, 2023.
- Designated space for a physical education course up to two times per week through the end of the school year. This would include full gym space for up to one hour.
- Exclusive use of additional gym space can be discussed through school year at cost of \$30.00 per hour per 1/4 gym space
- Additional exclusive rental space can be provided throughout the school year at 50% off listed rental rates.
- Invitation for AEO/ALC families and staff to come for free to the Y, the 1st Saturday of each month, during the school year.
- All members would be required to participate in an orientation in our Wellness Center. One free personal training session is available to all students as well.
- Instruction for PE students on Wellness Center equipment/activities can be provided at a reduced rate of \$40.00 per hour with a certified personal trainer (If the Y has a Health and Wellness intern this service may be provided free of charge, if scheduling allows).

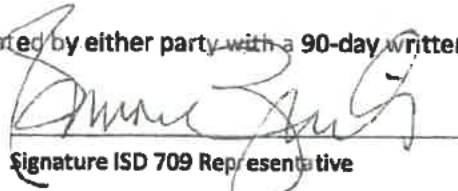
For these services, ISD 709 agrees to pay \$660.00 per month, beginning September 6, 2022, with the potential for a rate increase effective January 1, 2023 up to \$693.00 per month.

The Y welcomes the opportunity to provide additional resources for ISD 709. Should additional programming be required, staffing fees will be at a rate of \$20.00 to \$40.00 per hour depending on the services provided. Any changes or additions to the current agreement will be revisited by both parties involved prior to setting a formal arrangement.

This agreement is subject to review and may be terminated by either party with a 90-day written notice.


Signature Duluth YMCA Representative

12/19/2022
Date


Signature ISD 709 Representative

12/12/22
Date

Budget Code: 01 E 611 211 303 305 000 41

Lease levy?
Tech Village!

Re: Contract

1 message

nathan glockle <nathan.glockle@isd709.org>
To: Brett Mensing <brett.mensing@isd709.org>

Thu, Dec 8, 2022 at 11:00 AM

Harbor City has similar contract with the YMCA since the sale of Old Central left the Area Learning Center without a gym. We looked at a lot of different options and Cathy Erickson agreed to pay this so our students can meet their elective and required credits to graduate. (PE is a requirements in ISD 709). We also looked into renting a space in Tech Village. A former tenant had a gym with full locker rooms put in. It costs around 6K per month. It still is available. The YMCA though has been meeting our needs although it is roughly a 5 block walk for our students.

Let me know if you need anything else.

On Thu, Dec 8, 2022 at 9:24 AM Brett Mensing <brett.mensing@isd709.org> wrote:

Good morning, Nathan,

I guess Simone has some further questions about this contract.

Do we have a total cost? When I did the math, it came out to roughly \$6,600.00. Have we had a contract like this in the past for these same services?

What's the purpose/importance of adding these services to our students?

Any additional help would be much appreciated so we can move forward with this!

Thanks,

Brett

Brett S. Mensing

Business Services Coordinator | Executive Assistant to the CFO | Election Clerk

Independent School District #709 | 4316 Rice Lake Road, Suite 108 | Duluth, MN 55811

Email: brett.mensing@isd709.org | **Phone:** (218) 336-8704 (or internal x1008) | **Fax:** (218) 336-8773

Hours: 7:30 a.m. - 4:00 p.m.

Please note our new address.

On Wed, Dec 7, 2022 at 10:05 AM nathan glockle <nathan.glockle@isd709.org> wrote:

I'm not sure. I'm 100% sure it's lease levy authority dollars. That's a start to look there and what Cathy used.

On Tue, Dec 6, 2022 at 4:02 PM Valarie Wagenbach <valarie.wagenbach@isd709.org> wrote:

Hi Brett! I am including Nathan because I do not know :)

Nathan, do you know what budget code we would use for the YMCA contract?

Thank you!

On Tue, Dec 6, 2022 at 1:53 PM Brett Mensing <brett.mensing@isd709.org> wrote:

Could you please provide me with a budget code for this contract?

Thanks!

-Brett

On Tue, Dec 6, 2022 at 8:55 AM Valarie Wagenbach <valarie.wagenbach@isd709.org> wrote:

Thank you Brett!

On Tue, Dec 6, 2022 at 8:28 AM Brett Mensing <brett.mensing@isd709.org> wrote:

Good morning, Val,

AGREEMENT

THIS AGREEMENT, made and entered into this 20th day of December 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Mickelson Consulting, 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 12/20/22 and shall remain in effect until 6/30/24, 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.**

This contract is to enable and structure the collaboration between Duluth Public Schools and Laraine Mickelson and Paul Mickelson for restorative practices.

WHEREAS, Duluth Public Schools desires to supplement its capacity to deliver restorative practices training and restorative conferencing services to facilitate healthy connections and conflict resolution across the district.

WHEREAS, Laraine and Paul Mickelson desire to partner and collaborate with Duluth Public Schools to provide services related to restorative practices including providing restorative practices training to Duluth Public Schools staff and students, and restorative conferencing services to staff and or students in Duluth Public Schools.

WHEREAS, services performed by Laraine and Paul Mickelson include professional development training to school staff and district leaders on restorative practices and enhancing conflict competency and relationship learning. In addition, consulting services may be utilized as needed to support with staff or student conflicts to include facilitating restorative conferences, circles, and preliminary interviews to assist with the conferencing process as needed. In the case of student involvement parental consent and releases of information will be sought first by the school and signed by the parent/legal guardian before services will begin. Services will occur from this point forward in December 2022 through June 2024.

Roles and responsibilities:

It is understood that Laraine Mickelson and Paul Mickelson and Duluth Public School District must work together as a team as it relates to the success of this partnership and implementation of services performed in Duluth Public Schools. Both parties are to communicate any cause or concern pertaining to the overall success of this agreement. The parties understand their separate and distinct responsibilities.

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

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

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

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

4. Reimbursement. In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$50,000 in total. Price of services will be discussed before services begin and will be agreed upon prior to services starting.

Laraine Mickelson charges \$1,000 per day for each full day of training or \$150 per hour for training. In addition \$25/hour for prep time will also be billed as well as mileage. In addition, we will be billed for materials needed to conduct the training such as booklets, posters, etc. For restorative conferencing services Laraine Mickelson will charge \$150/hour for facilitation. All checks for payment of services performed should be addressed and mailed to Laraine Mickelson at 2590 County Rd 139, Barnum, MN 55707. *

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: Simone Zunich - CFO , 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 Laraine Mickelson, 2590 County Rd 139, Barnum, MN 55707.

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.

[Signature] _____ [Redacted] _____ 12/19/22
Contractor Signature SSN/Tax ID Number Date

Callie DeVriendt _____ 12/20/22
Callie DeVriendt, Mental Health & SEB MTSS Coordinator Date

Anthony Bonds _____ 12/20/22
Anthony Bonds, Assistant Superintendent 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).
-Some additional services will be paid for through other budget code numbers at times and we will work with finance when other budget codes need to be used.

01	E	005	740	499	303	000
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

[Signature] _____ 12/21/22
CFO / Superintendent of Schools / Board Chair Date

CONTRACT ADDENDUM

THIS CONTRACT ADDENDUM dated this 2nd day of December, 2022

BETWEEN:

Independent School District No. 709

OF THE FIRST PART

- AND -

Reading & Math, Inc. DBA Ampact

OF THE SECOND PART

Background:

- A. Independent School District No. 709 and Reading & Math, Inc. DBA Ampact (the "Parties") entered into the contract (the "Contract") dated September 18, 2022, for the purpose of providing reading and math tutoring to students.
- B. The Parties desire to amend the Contract on the terms and conditions set forth in this Contract Addendum (the "Agreement").
- C. This Agreement is the first amendment to the Contract.

IN CONSIDERATION OF the Parties agreeing to amend their obligations in the existing Contract, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to keep, perform, and fulfill the promises, conditions and agreements below:

Amendments

- 1. The Contract is amended as follows:
 - a. Lester Park Elementary is added as a school participating in the Reading Corps and Math Corps programs.

No Other Change

- 2. Except as otherwise expressly provided in this Agreement, all of the terms and conditions of the Contract remain unchanged and in full force and effect.

Miscellaneous Terms

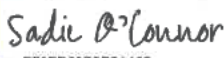
- 3. Capitalized terms not otherwise defined in this Agreement will have the meanings ascribed to them in the Contract. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine include the

feminine and vice versa. No regard for gender is intended by the language in this Agreement.

Governing Law

- 4. Subject to the terms of the Contract, it is the intention of the Parties that this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Minnesota, without regard to the jurisdiction in which any action or special proceeding may be instituted.

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:
 Sadie O'Connor 47-2306902 12/21/2022 | 9:33 AM CST
F76FB2870B21429
 Contractor Signature SSN or EIN Date

 Program Director Date

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

This contract is funded by either (1) the following budget (include full 18-digit code), (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.

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 12/17/22
 Date

Envelope Summary Events**Status****Timestamps**

70

Envelope Sent

Hashed/Encrypted

12/20/2022 5:25:41 PM

Certified Delivered

Security Checked

12/21/2022 8:16:13 AM

Signing Complete

Security Checked

12/21/2022 9:33:58 AM

Completed

Security Checked

12/21/2022 9:34:00 AM

Payment Events**Status****Timestamps**

**Revenue Contracts Signed
December 2022**

For your information, the Superintendent or the Executive Director of Business Services has signed the following revenue contracts during the above timeframe:

Name	Amount or Estimated Amount*	Contract Source	Description
St. Louis County - Youth in Action	\$1,000.00*	Denfeld HS	Youth in Action (or YIA) is a St. Louis County program that promotes leadership by getting students involved in school and community projects that make a positive impact
Northland Foundation	\$17,500.00*	Early Childhood	Northeastern Minnesota Community Implementation Hub Collaborative MOU Year 2 Addendum Extension. ISD 709 will receive additional \$17,500.00 on top of the already received \$35,000.00 for FY23

**AGREEMENT FOR SERVICES
BETWEEN ST. LOUIS COUNTY AND DENFELD HIGH SCHOOL**

This Agreement is made and entered into between St. Louis County (the "County"), a body politic and corporate existing under the laws of the State of Minnesota, and Denfeld High School ("Contractor").

WITNESSETH:

WHEREAS, the County wishes to purchase from Contractor certain services as set forth in the document attached hereto as Exhibit A (the "Exhibit").

WHEREAS, Contractor has the training, experience, and knowledge to provide such services.

WHEREAS, there are funds available to the County for the purchase of such services.

NOW, THEREFORE, for good and valuable consideration, and intending to be legally bound, the County and Contractor hereby agree as follows:

1. CONTRACT

The term "Contract" means this Agreement and the Exhibit, which is hereby incorporated by reference.

2. CONTRACT TERM

The term of the Contract shall begin on September 1, 2022, and end on June 1, 2023, unless sooner completed or terminated as provided herein.

3. RESPONSIBILITIES OF CONTRACTOR

Contractor shall provide services as described in the Exhibit.

4. PERSONNEL

Contractor shall provide the purchased services unless otherwise approved by the County.

5. RESPONSIBILITIES OF COUNTY

The County shall designate a representative of the County for purposes of the Contract. The representative of the County shall provide data and other information reasonably requested by Contractor.

6. COMPENSATION AMOUNT

The County shall pay Contractor \$1,000.00 for the services provided under the Contract.

7. PAYMENT

Contractor shall invoice the County annually for services detailing the services performed. The County shall make payment within 35 days from its receipt of the invoice unless the County in good faith disputes the obligation (see Minn. Stat. § 471.425).

8. INSPECTION AND EVALUATION

The County may conduct periodic site visits to determine compliance with the Contract and to evaluate the quality of services provided by Contractor pursuant to the Contract. The County may survey service recipients and other interested persons to determine the level of satisfaction with the services provided pursuant to the Contract. Contractor shall cooperate with the County in conducting any such survey or evaluation.

The County may require Contractor to perform periodic reporting of the following:

(a) Performance measurement and management: Contract shall comply with County standards for program-level goals and objectives that include a method and measure for gauging progress towards those goals and objectives. Baselines or targets developed through benchmarking with other organizations shall be developed as applicable. The system for monitoring key performance indicators is explained in the Exhibit.

(b) Reporting: Contractor shall submit a report of results in the County-approved format following the budget calendar cycle.

9. AUDIT

To the extent Minn. Stat. § 16C.05, subd. 5, applies to the Contract, the books, records, documents, and accounting procedures and practices of Contractor that are relevant to the Contract are subject to examination by the County and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. Such material is also subject to review by the Comptroller General of the United States, or a duly authorized representative thereof, if federal funds are used for any work under the Contract. Contractor shall maintain such material for at least six years from the date on which services or payment were last provided or made and for a longer period if any audit in progress requires further retention.

10. OWNERSHIP OF DOCUMENTS

All materials prepared or developed by Contractor or its employees or independent contractors hereunder, including documents, computer data, correspondence, calculations, maps, sketches, designs, tracings, notes, reports, data, models, and forms, specific to the County, shall become the property of the County when prepared, whether delivered to the County or not, and shall be delivered to the County, together with any materials furnished by the County, upon the County's request or in any event upon the end of the Contract term or termination of the Contract.

11. TAXES

Contractor shall pay all applicable sales taxes and be responsible for the payment of any and all payroll taxes and contributions for unemployment compensation insurance and Social Security which are measured by the wages, salaries, or other remunerations paid to employees of the Contractor and shall submit evidence of the same to the County upon the County's request.

12. INDEPENDENT CONTRACTOR

At all times and for all purposes hereunder, Contractor shall be an independent contractor and not an employee of the County. No statement in the Contract shall be construed so as to find Contractor to be an employee of the County, and Contractor shall not be entitled to any of the rights, privileges, or benefits of employees of the County, including, but not limited to, workers' compensation, health/dental benefits, and indemnification for personal injury or property damage claims.

No withholding or deduction for state or federal income taxes, FICA, FUTA, or otherwise, shall be made from the payments due Contractor. It is Contractor's sole obligation to comply with the applicable provisions of all federal and state tax laws.

Contractor shall at all times be free to exercise initiative, judgment, and discretion as to how best perform or provide the services contemplated by the Contract.

Contractor is responsible for hiring sufficient workers to perform the services and duties required under the Contract, withholding the workers' taxes, and paying all other employment tax obligations on their behalf.

13. SUBCONTRACTING AND ASSIGNMENT

Contractor shall neither enter into subcontracts for the performance of any of the services contemplated by the Contract nor assign the Contract without the prior written approval of the County and subject to such conditions and provisions as the County may deem necessary. Contractor shall be responsible for the performance of all subcontractors.

14. DATA PRACTICES

To the extent Minn. Stat. § 13.05, subd. 11(a), applies to the Contract, all the data created, collected, received, stored, used, maintained, or disseminated by Contractor in performing the County's functions is subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, and Contractor must comply with those requirements as if it were a government entity. Contractor shall not provide public access to or release to the public or any third party any data relating to the Contract without the County's prior written approval. If Contractor receives a request for data relating to the Contract, Contractor shall forward the request to the County for response.

15. COMPLIANCE WITH NON-DISCRIMINATION LAWS

Contractor shall comply with all federal, state, and local laws, ordinances, rules, and regulations pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, sexual orientation, marital status, status with regard to public assistance, disability, and age.

16. INSURANCE

Contractor must maintain the following insurance for the duration of the Contract. A certificate of insurance for each policy must be on file with the County Purchasing Division within 10 days of the parties' execution of this Agreement and prior to the commencement of any work under the Contract. Contractor shall secure an endorsement to each policy requiring 10 days' notice of cancellation for cancellation based upon non-payment of premiums to all named and additional insureds and 30 days' notice of cancellation for nonrenewal or material change to all named and additional insured.

The County reserves the right to rescind the Contract if Contractor does not comply with these requirements and retains all rights thereafter to pursue any legal remedies against Contractor. All insurance policies shall be open to inspection by the County, and Contractor shall submit copies of policies to the County upon written request. All subcontractors shall provide evidence of the same coverage.

A. General Liability Insurance

\$500,000 when the claim is one for death by wrongful act or omission and \$500,000 to any claimant in any other case.

\$1,500,000 for any number of claims arising out of a single occurrence.

No less than \$2,000,000 aggregate coverage.

Policy shall include at least premises, operations, completed operations, independent contractors, and subcontractors and contractual and environmental liability.

The County shall be named as an additional insured on a primary and non-contributory basis.

B. Business Automobile Liability Insurance

\$500,000 for claims for wrongful death and each claimant.

\$1,500,000 each occurrence.

Must cover owned, non-owned, and hired vehicles.

C. Workers' Compensation Insurance

Per statutory requirements. Certificate of compliance must be executed and filed with the County.

D. Professional Liability Insurance

Contractor shall maintain at its sole expense a valid policy of insurance covering professional liability arising from the acts or omissions of Contractor and its agents and employees in the amount of not less than \$500,000 per claim and \$2,000,000 annual aggregate.

17. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County and its officers, employees, and agents from and against any and all damages, expenses (including attorneys' fees, expert witness fees, and other litigation costs), liabilities, claims, and causes of action arising from sickness, injuries, damage to, or death of any person or damages to or loss of any property caused by any act or omission of Contractor, its employees, or anyone else for whose acts Contractor may be liable. Such obligation shall not be construed to negate, abridge, or reduce any other rights or obligations of indemnity that otherwise exist as to any party or person described in the Contract.

Contractor agrees that, to protect itself and the County under the indemnity provisions set forth herein, it shall always during the term of the Contract keep in force policies of insurance as provided in section 16 of this Agreement.

This provision is not intended to create any cause of action in favor of any third party against Contractor or the County or to enlarge in any way Contractor's liability, but is intended solely to provide for indemnification of the County for damages or injuries to third parties or property arising from Contractor's or its agents' performance hereunder.

18. AMENDMENTS

No alteration, variation, modification, waiver, or amendment of the provisions of the Contract shall be valid unless it has been reduced to writing and signed by authorized representatives of the County and Contractor.

19. TERMINATION

If Contractor fails to perform its obligations under any provision of the Contract or so fails to administer the work as to endanger the performance of the Contract this shall constitute a default. Unless the County excuses Contractor's default, the County may upon written notice to Contractor immediately terminate the Contract in its entirety.

The County may terminate the Contract without cause upon 90 days' written notice to Contractor.

The County's failure to insist upon strict performance of any provision of the Contract or to exercise any right under the Contract shall not constitute a relinquishment or waiver of the same unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Contract.

The County shall pay Contractor for actual work done to the date of termination.

20. NOTICES/COMMUNICATIONS

All notice and demands made pursuant to the Contract shall be directed in writing to:

Contractor

County

[Denfeld High School]

[St. Louis County]

21. OTHER TERMS AND CONDITIONS

A. Compliance with Laws/Standards

Contractor shall abide by all federal, state, and local laws, statutes, ordinances, rules, and regulations now or hereafter in effect pertaining to the Contract and the facilities, programs, and staff for which Contractor is responsible.

B. Licenses

Contractor shall procure at its own expense all licenses, permits, and other rights required for the performance of services contemplated by the Contract. Contractor shall inform the County of any change to the above within five days after the change occurs.

C. Choice of Law

The Contract shall be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to the principles of conflict of laws.

D. Forum Selection

Any action arising from or relating to the Contract shall be venued in the State of Minnesota District Court for the Sixth Judicial District in Duluth, Minnesota, or the United States District Court for the District of Minnesota.

E. Limitation of Liability

Neither party shall be liable to the other party for any special, consequential, or punitive damages or attorneys' fees arising from or relating to any breach of the Contract under any circumstances.

22. WAIVER

No waiver by the County or Contractor of any provision of the Contract shall constitute or imply a subsequent waiver of that or any other provision of the Contract.

23. UNAVOIDABLE DELAY

Contractor shall not be held responsible for damages caused by delay or failure to perform when such delay or failure to perform is due to fires, strikes, acts of God, legal acts of the public authorities, delays or defaults caused by public carriers, or acts or demands of the government in time of war or national emergency.

24. SEVERABILITY

The provisions of the Contract are severable. If any part of the Contract is rendered void, invalid, or unenforceable, such rendering shall not affect the validity or enforceability of the remainder of the Contract unless severing the part or parts which are void, invalid, or unenforceable substantially impairs the value of the entire Contract with respect to either party.

25. ORDER OF PRECEDENCE

In all instances in which the Exhibit is inconsistent with this Agreement, this Agreement shall govern and control.

26. FINAL AGREEMENT

The Contract is the final expression of the agreement of the parties and the complete and exclusive statement of the agreed-upon terms and conditions. It shall supersede all prior negotiations, understandings, or agreements between the parties. There are no oral or written representations, warranties, or stipulations not contained in the Contract.

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement on the dates stated below.

DENFELD HIGH SCHOOL

ST. LOUIS COUNTY

By: 

By: _____

Its: Exec. Dir. of Business Serv.

Its: _____

Dated: 12-28-22

Dated: _____

APPROVED AS TO FORM AND EXECUTION:

Nick D. Campanario
Assistant County Attorney

Dated: _____

DAMION No.

Youth in Action – Advisor Guidelines and Expectations

Membership & Recruitment

Youth in Action builds leadership and participation amongst students in St. Louis County schools and communities, and greater Minnesota.

Students join Youth in Action for a variety of reasons. As a member of YIA, students will:

- Make new friends
- Have new experiences
- Gain leadership and teamwork skills
- Learn the value of service
- Strengthen communication and time management skills
- Gain self-confidence
- Build their resumes
- MAKE A DIFFERENCE in the lives of others, and so much more!

Membership is open to students in grades 9-12 in the southern areas of St. Louis County and 7-12 in the northern areas of St. Louis County.

- YIA recently expanded the program in some areas to include 7th & 8th grade students. New 7th & 8th grade students are welcome to join the program with the understanding that they must abide by the YIA Code of Conduct and that some opportunities may be reserved for 9-12th grade students only.

To join Youth in Action, each student must have the following:

- Membership Enrollment form
 - This 3-page form is to be filled out by the student and signed by a parent/guardian
- Acknowledgement of our Code of Conduct
 - As a member of YIA, students are expected to conduct themselves appropriately

Advisors are responsible for distributing and collecting YIA enrollment forms. YIA forms can be found in the Advisor Binder in the “Membership” section, on the YIA website: www.yiamn.org, or from a SLC Coordinator.

Advisors should keep a copy, and return original forms to YIA coordinators or Support Staff:

Sarah Westerberg
 SLC Extension Office
 Government Services Center
 201 S. 3rd Ave. W.
 Virginia, MN 55792

As a Youth in Action advisor for your respective school, you are the liaison between the students, program coordinators, and various organizations that we partner with.

Here is what we need from you:

- Distribute and collect forms and return them to program coordinators. This includes, but is not limited to, enrollment forms and event permissions.
- Encourage meeting and event attendance throughout the school year and the summer (remember that we are a year-round program).
- Set up and act as an administrator on a social media communication platform such as Remind, Team Reach, Schoology, or whichever platform is designated for your school. Communications between advisor, coordinators and students is very important.
- Create and manage a bank account if your group will be doing any sort of fundraising that isn't on behalf of another non-profit organization.
- **Recruitment/Retention:** This is perhaps one of the most important duties when it comes to membership as you have the most access to the students. We rely on you to be a voice and advocate for the YIA program in school.

This can be achieved by:

- Spreading the word about YIA
- Posting literature and flyers around your school
- Promoting YIA activities and events
- Scheduling announcements
- Supporting student activities and ideas through volunteering /participation/team building
- Encouraging students to work with coordinators at a YIA booth or table during lunch, or Open House/Activity Fairs
- Speaking at back-to-school events, activities fairs, school assemblies, open houses, etc. about YIA. This can be done with the current students
- Hosting co-meetings with other clubs (i.e., Student Council, LEOs) and partnering with them for certain events
- Speaking one-on-one with students
- Creating a sense of acceptance and belonging for students

YIA Advisors should stress the importance of participation and proactive engagement. All participation is voluntary, and we rely on the commitment and effort of our students to operate. We encourage following through on what you say you are going to do!

Purchasing and Financial Information

All purchasing is typically done through St. Louis County (SLC) staff via a procurement card, invoicing, or special accounts. YIA has designated shopping locations, per county purchasing policies.

School Accounts

- Setting up a club account through the business or activities office for fundraisers and purchases is necessary for fundraising efforts unless a fundraiser is organized by an outside organization.

Fundraising

- YIA is happy to assist your school/YIA participants with fundraising efforts. We believe this fosters community and teaches youth leadership skills through stewardship and service.
- Fundraised proceeds should be deposited into school accounts or donated directly to the source.

Make a Difference (MAD) Conference Purchasing

- Please see the “MAD Conference” portion of this binder

Transportation

When an event is conducted off school campus, students can often utilize their own transportation, whether they drive themselves, ride with a family member, with a friend, or one of the program coordinators (on a limited basis). Sometimes, school transportation is necessary.

Please see the “Transportation” section of this binder for general transportation forms.

Advisor Responsibilities

As your school’s advisor, we rely on you to communicate with your transportation department to ensure that students can attend events.

We need you to:

- Create school bus (or van) requisition submissions
- Distribute and collect any permission forms required of your school
- Provide reminders to your transportation department as needed. It has been observed that bus garages have forgotten even when these requisitions have been made
- Per county policy, transportation reimbursement forms must be submitted to the county with 30 days. We cannot guarantee reimbursement if there is a delay

Meetings

A meeting time that advisors and coordinators have agreed upon. The coordinators will be at the meeting and, if we can't be there, we'll communicate that ahead of time and the same expectations for the advisor if they cannot attend. Due to prior commitments our presence isn't always possible. We encourage advisors to lead meetings even if a coordinator isn't there.

- YIA meetings are held bi-weekly, or weekly, typically during the senior high lunch period. Please note meetings times may not align due to divided junior and senior high lunch periods
- All students should sign-in at each meeting. Morning & after school meetings are welcomed
- Additional working meetings are always welcome
- Please have students keep track of their YIA hours, in the provided advisor binder. It is helpful to do this once per month, so students do not forget what they have participated in
- Members can have a president, secretary, and treasurer; this may help with notetaking, agendas, and to be responsible for financial tracking. This is not a requirement but works well in many schools

Activities

We have a variety of events throughout the calendar year! There tends to be an influx of events and activities around the fall, holidays, and spring. These events are ideally run by the students, but will many times need facilitation by advisors and program coordinators. Students do occasionally miss classes to prepare or attend an activity. Advisors are not required to be present for all events, but you are certainly welcome and encouraged! Program coordinators are also not always able to be at every event, which will be communicated prior.

Advisor Responsibilities

- Request school building permissions for events, or delegate students to ask
- Ensure that all are dismissed for both in-school and out of school activities
- Distribute and collect YIA permission forms, as well as any permission forms required by your school
- Utilize a student sign-in sheet and ensure that all students sign in
- Take photos and videos to assist with social media content

Please see the “Activities” section of this binder for sign-in sheets, permission forms, and any others you may need.

Scholarships

YIA currently offers scholarships for seniors based on engagement and commitment to the program.

Make a Difference Conference

The mission of the annual Make a Difference Conference is to strengthen, educate and inspire young people with the help of partners so they can make a difference in their communities through leadership, advocacy, and service and to recruit, grow, and promote the Youth in Action program.

The Make a Difference Conference is YIA's largest event of the year. This event is open to current Youth in Action participants and youth that aren't involved in the program. The event generally is one day during the school year, with one half day of setup on the day before. Students are asked to volunteer for the minimal setup as an exercise in leadership and event management.

Advisor Responsibilities

- Promotion and recruitment, please refer to the recruitment and Retention section on page 2.
- Chaperone for the day: Advisors are expected to participate and engage for the duration of the event. This includes:
 - Attending student workshops and facilitate the workshops that include an advisor's school/student
 - Greet youth and give directions
 - Attend advisor meet and greet (day of the conference)
 - Coordinate transportation on the day of the event and ensure students are accounted for
 - Verify and collect permission slips by the deadline

Lettering

Some of our schools participate in a lettering program. If you are interested, please contact a YIA coordinator to discuss details and requirements.

Leadership Council

Youth in Action Leadership Council is a group of active members to help lead the program. The students are asked to use their voice about project ideas, events, and the general direction of the Youth in Action program to help keep the program growing and relevant. Members of the Leadership Council will have the opportunity to offer topic ideas for the conference workshops, help pick keynote speakers for our big events, help plan and execute our M.A.D. Conference and Leadership Retreat.

The Leadership Council typically meets virtually about once a month. Students from different schools update each other about happenings in their area and ways for others to get involved.

Advisor Role

- Information about the Council should be shared with students.
- Nominations for new student Leadership Council members throughout the school year.

Northeastern Minnesota Community Implementation Hub Collaborative Memorandum of Understanding (MOU) Year 2 (2022) Addendum Extension

As outlined in the Memorandum of Understanding (MOU) signed by the Northland Foundation and your organization, the Northland Foundation is extending the MOU for Year 2 as per our contract extension from our funding partner the Minnesota Department of Human Services to continue this program through June 30, 2023.

Purpose, Scope, Background, and Responsibilities

The purpose, scope, background, and responsibilities set forth in the Memorandum of Understanding between Duluth Public Schools and the Northland Foundation will continue to guide our partnership extension work for six additional months (January 1 to June 30, 2023).

Funding Support

In addition to the \$35,000 funding provided in Year 2 (January 1 to December 31, 2022), the Northland Foundation will provide an additional \$17,500 for the period January 1 to June 30, 2023, for a grand total of \$52,500 for the Duluth Public Schools.

Effective Date and Signature

This MOU shall be effective upon signature of the authorized officials of the participating parties. The original contract period of February 1, 2021 to December 31, 2022 will be extended to June 30, 2023.

Signatures



(Partner signature) Date: December 13, 2022

Duluth Public Schools,

(Partner name, organization, position)



Zane Bail, Chief Operating Officer
Northland Foundation Date: December 13, 2022



Northeastern Minnesota Community Implementation Hub Collaborative

Memorandum of Understanding (MOU) Year 2 (2022) Addendum

As outlined in the Memorandum of Understanding (MOU) signed by the Northland Foundation and your organization, the Northland Foundation is extending the MOU for Year 2 as per our contract extension from our funding partner the Minnesota Department of Human Services. The Northland Foundation will provide your organization the funding amount listed in the MOU. The only modification is the timeline, which is now January 1 to December 30, 2022.

Signed by:

Cathie Gilson

(Partner signature)

Date: 2/11/22

Zane Bail

Zane Bail, Chief Operating Officer
Northland Foundation

Date: 12.28.21

**Grant Applications
December 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
Sand County Foundation's Pollinator Habitat Grant	Sonja Hakanson/East HS Teacher	Pollinator Grant	\$1,000	To grow seeds and plant a pollinator garden at East.
NAAE Scholarship	Sonja Hakanson/East HS Teacher	NAAE & CASE	\$2,000	For professional development to become certified in a specific curriculum
MN State Colleges and Universities	Kimberly Olson / Teacher	MN High School Certified CAN Programs Equipment Grant	\$5,000	For newly updated books to keep in compliance with Lake Superior College and the new COVID curriculum and diversity standards.
MN Department of Education	Nathan Smith / OEE Coordinator	Come Teach in MN	\$32,000	The Come Teach in Minnesota Program provides funding for districts or schools to offer hiring bonuses for licensed teachers who are American Indian or a person of color and move to Minnesota.

MN Department of Natural Resources	Jamie Bennett / Integration Specialist	Natural Resources Grant	\$25,000	Our grant will cover expenses for materials to be used on expanding our Wilderness Elite Program. Our program has been providing outdoor learning activities for the last 5 years and we want to expand our offerings to engage even more students.
MN Agricultural Education Leadership Council	Sonja Hakanson/East HS Teacher	MAELC Strategic Initiatives Grant	\$6,264	Purchase classroom equipment needed for CASE AFNR Curriculum

Policy Committee Meeting
Duluth Public Schools, ISD 709
Agenda
Thursday, January 5, 2023
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 408 - Subpoena of a School District Employee 2
 - B. Policy 410 - Family and Medical Leave Policy to replace Policy 4111 4
- 4. **REGULATIONS - Informational - None**
- 5. **Mapping out policy reviews for 2022-23 Calendar**
- 6. **OTHER**

408 SUBPOENA OF A SCHOOL DISTRICT EMPLOYEE

I. PURPOSE

The purpose of this policy is to protect the privacy rights of school district employees and students under both state and federal law when requested to testify or provide educational records for a judicial or administrative proceeding.

II. GENERAL STATEMENT OF POLICY

This policy is to provide guidance and direction for school district employees who may be subpoenaed to testify and/or provide educational records for a judicial or administrative proceeding.

III. DATA CLASSIFICATION

A. Educational Data

1. State Law

The Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes chapter 13, classifies all educational data, except for directory information as designated by the school district, as private data on individuals. The state statute provides that **private data on individuals may not be released, except pursuant to a valid court order or informed consent by the subject of the data or a parent if the subject of the data is a minor.**

2. Federal Law

The Family Educational Rights and Privacy Act (FERPA), 20 United States Code section 1232g, provides that educational data may not be released, except pursuant to informed consent by the individual subject of the data or any lawfully issued subpoena. Regulations promulgated under the federal law require that the school district must first make a reasonable effort to notify the parent of the student, or the student if the student is 18 years of age or older, of the subpoena in advance of releasing the information pursuant to the subpoena.

B. Personnel Data

The MGDPA, also classifies all personnel data, except for certain data specifically classified as public, as private data on individuals. The state statute provides that **private data on individuals may not be released, except pursuant to a valid court order or informed consent by the subject of the data.**

IV. APPLICATION AND PROCEDURES

- A. Any employee who receives a subpoena for any purpose related to employment is to inform the building administrator or designated supervisor when the employee receives the subpoena. The building administrator or designated supervisor shall immediately inform the superintendent that the employee has received a subpoena.
- B. No employee may release educational data, personnel data, or any other data of any kind without consultation in advance with the school district official who is designated as the authority responsible for the collection, use and dissemination of data.

- C. Payment for attendance at judicial or administrative proceedings and the retention of witness and mileage fees is to be determined in accordance with the applicable school board policies and collective bargaining agreements.
- D. The administration shall not release any information except in strict compliance with state and federal law and this policy. Recognizing that an unauthorized release may expose the school district or its employees to civil or criminal penalties or loss of employment, the administration shall confer with school district legal counsel prior to release of such data.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
 Minn. Rules 1205.0100, Subp. 5 (How These Rules Apply)
 20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)

Cross References: MSBA/MASA Model Policy 211 (Criminal or Civil Action Against School District, School Board Member, Employee, or Student)
 MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
 MSBA Law Bulletin "I" (School Records – Privacy – Access to Data)

First Reading: 12-20-22

410 FAMILY AND MEDICAL LEAVE POLICY

I. PURPOSE

The purpose of this policy is to provide for family and medical leave to school district employees in accordance with the Family and Medical Leave Act of 1993 (FMLA) and also with parenting leave under state law.

II. GENERAL STATEMENT OF POLICY

The following procedures and policies regarding family and medical leave are adopted by the school district, pursuant to the requirements of the FMLA and consistent with the requirements of the Minnesota parenting leave laws.

III. DEFINITIONS

A. "Covered active duty" means:

1. in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and
2. in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in 10 United States Code section 101(a)(13)(B).

B. "Covered servicemember" means:

1. a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
2. a covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and who was a member of the Armed Forces, including a member of the National Guard or Reserves, and was discharged or released under conditions other than dishonorable, at any time during the period of five years preceding the first date the eligible employee takes FMLA leave to care for the covered veteran.

- #### **C. "Eligible employee" means an employee who has been employed by the school district for a total of at least 12 months and who has been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave. An employee returning from fulfilling his or her Uniformed Services Employment and Reemployment Rights Act (USERRA)-covered service obligation shall be credited with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service. In determining whether the employee met the hours of service requirement, and to determine the hours that would have been worked during the period of absence from work due to or necessitated by USERRA-covered service, the employee's pre-service work schedule can generally be used for calculations. While the 12 months of employment need not be consecutive, employment periods prior to a break in service of seven years or more may not be counted unless: (1) the break is occasioned by the employee's fulfillment of his or her USERRA-covered service obligation; or (2) a written agreement, including a collective bargaining agreement, exists concerning the school district's intention to rehire the employee after the break in service.**

- D. "Military caregiver leave" means leave taken to care for a covered servicemember with a serious injury or illness.
- E. "Next of kin of a covered servicemember" means the nearest blood relative other than the covered servicemember's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember's next of kin, and the employee may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember's only next of kin.
- F. "Outpatient status" means, with respect to a covered servicemember who is a current member of the Armed Forces, the status of a member of the Armed Forces assigned to:
1. a military medical treatment facility as an outpatient; or
 2. a unit established for the purpose of providing command and control of members of the Armed Forces receiving care as outpatients.
- G. "Qualifying exigency" means a situation where the eligible employee seeks leave for one or more of the following reasons:
1. to address any issues that arise from a short-notice deployment (seven calendar days or less) of a covered military member;
 2. to attend military events and related activities of a covered military member;
 3. to address issues related to childcare and school activities of a covered military member's child;
 4. to address financial and legal arrangements for a covered military member;
 5. to attend counseling provided by someone other than a health care provider for oneself, a covered military member, or his/her child;
 6. to spend up to 15 calendar days with a covered military member who is on short-term, temporary rest and recuperation leave during a period of deployment;
 7. to attend post-deployment activities related to a covered military member;
 8. to address care needs of a covered military member's parent who is incapable of self-care; and
 9. to address other events related to a covered military member that both the employee and school district agree is a qualifying exigency.
- H. "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:

1. inpatient care in a hospital, hospice, or residential medical care facility; or
 2. continuing treatment by a health care provider.
- I. "Spouse" means a husband or wife. For purposes of this definition, husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one state. This definition includes an individual in a same-sex or common law marriage that either: (1) was entered into in a state that recognizes such marriages; or (2) if entered into outside of any state, is valid in the place where entered into and could have been entered into in at least one state.
- J. "Veteran" has the meaning given in 38 United States Code section 101.

IV. LEAVE ENTITLEMENT

- A. Twelve-week Leave under Federal Law
1. Eligible employees are entitled to a total of 12 work weeks of unpaid family or medical leave during the applicable 12-month period as defined below, plus any additional leave as required by law. Leave may be taken for one or more of the following reasons in accordance with applicable law:
 - a. birth of the employee's child and to care for such child;
 - b. placement of an adopted or foster child with the employee;
 - c. to care for the employee's spouse, son, daughter, or parent with a serious health condition;
 - d. the employee's serious health condition makes the employee unable to perform the functions of the employee's job; and/or
 - e. any qualifying exigency arising from the employee's spouse, son, daughter, or parent being on covered active duty, or notified of an impending call or order to covered active duty in the Armed Forces.
 2. For the purposes of this policy, "year" is defined as a rolling 12-month period measured backward from the date an employee's leave is to commence.
 3. An employee's entitlement to FMLA leave for the birth, adoption, or foster care of a child expires at the end of the 12-month period beginning on the date of the birth or placement.
 4. A "serious health condition" typically requires either inpatient care or continuing treatment by or under the supervision of a health care provider, as defined by applicable law. Family and medical leave generally is not intended to cover short-term conditions for which treatment and recovery are very brief.
 5. A "serious injury or illness," in the case of a member of the Armed Forces, including a member of the National Guard or Reserves, means:
 - a. injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of

duty on active duty in the Armed Forces and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and

b. in the case of a covered veteran who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time, during the period of five years preceding the date on which the veteran undergoes the medical treatment, recuperation, or therapy, means a qualifying injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty in the Armed Forces and that manifested itself before or after the member became a veteran, and is:

(1) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating; or

(2) a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability (VASRD) rating of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or

(3) a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or

(4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

6. Eligible spouses employed by the school district are limited to an aggregate of 12 weeks of leave during any 12-month period for the birth and care of a newborn child or adoption of a child, the placement of a child for foster care, or to care for a parent. This limitation for spouses employed by the school district does not apply to leave taken: by one spouse to care for the other spouse who is seriously ill; to care for a child with a serious health condition; because of the employee's own serious health condition; or pursuant to Paragraph IV.A.1.e. above.

7. Depending on the type of leave, intermittent or reduced schedule leave may be granted in the discretion of the school district or when medically necessary. However, part-time employees are only eligible for a pro-rata portion of leave to be used on an intermittent or reduced schedule basis, based on their average hours worked per week. Where an intermittent or reduced schedule leave is foreseeable based on planned medical treatment, the school district may transfer the employee temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position, and which has equivalent pay and benefits.

8. If an employee requests a leave for the serious health condition of the

employee or the employee's spouse, child, or parent, the employee will be required to submit sufficient medical certification. In such a case, the employee must submit the medical certification within 15 days from the date of the request or as soon as practicable under the circumstances.

9. If the school district has reason to doubt the validity of a health care provider's certification, it may require a second opinion at the school district's expense. If the opinions of the first and second health care providers differ, the school district may require certification from a third health care provider at the school district's expense. An employee may also be required to present a certification from a health care provider indicating that the employee is able to return to work.
10. Requests for leave shall be made to the school district. When leave relates to an employee's spouse, son, daughter, parent, or covered servicemember being on covered active duty, or notified of an impending call or order to covered active duty pursuant to Paragraph IV.A.1.e. above, and such leave is foreseeable, the employee shall provide reasonable and practical notice to the school district of the need for leave. For all other leaves, employees must give 30 days' written notice of a leave of absence where practicable. The failure to provide the required notice may result in a delay of the requested leave. Employees are expected to make a reasonable effort to schedule leaves resulting from planned medical treatment so as not to disrupt unduly the operations of the school district, subject to and in coordination with the health care provider.
11. The school district may require that a request for leave under Paragraph IV.A.1.e. above be supported by a copy of the covered military member's active duty orders or other documentation issued by the military indicating active duty or a call to active duty status and the dates of active duty service. In addition, the school district may require the employee to provide sufficient certification supporting the qualifying exigency for which leave is requested.
12. During the period of a leave permitted under this policy, the school district will provide health insurance under its group health plan under the same conditions coverage would have been provided had the employee not taken the leave. The employee will be responsible for payment of the employee contribution to continue group health insurance coverage during the leave. An employee's failure to make necessary and timely contributions may result in termination of coverage. An employee who does not return to work after the leave may be required, in some situations, to reimburse the school district for the cost of the health plan premiums paid by it.
13. The school district may request or require the employee to substitute accrued paid leave for any part of the 12-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave. The superintendent shall be responsible to develop directives and guidelines as necessary to implement this policy. Such directives and guidelines shall be submitted to the school board for annual review.

The school district shall comply with written notice requirements as set forth in federal regulations.

14. Employees returning from a leave permitted under this policy are eligible for reinstatement in the same or an equivalent position as provided by law.

However, the employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the leave.

B. Twelve-week Leave under State Law

An employee who does not qualify for parenting leave under Paragraphs IV.A.1.a. or IV.A.1.b. above may qualify for a 12-week unpaid leave which is available to a biological or adoptive parent in conjunction with the birth or adoption of a child, or to a female employee for prenatal care or incapacity due to pregnancy, childbirth, or related health conditions. The length of the leave shall be determined by the employee but must not exceed 12 weeks unless agreed to by the school district. The employee may qualify if he or she has worked for the school district for at least 12 months and has worked an average number of hours per week equal to one-half of the full time equivalent during the 12-month period immediately preceding the leave. This leave is separate and exclusive of the family and medical leave described in the preceding paragraphs but may be reduced by any period of paid parental, disability, personal, or medical, or sick leave, or accrued vacation provided by the school district so that the total leave does not exceed 12 weeks, unless agreed to by the school district, or leave taken for the same purpose under the FMLA. The leave taken under this section shall begin at a time requested by the employee. An employee who plans to take leave under this section must give the school district reasonable notice of the date the leave shall commence and the estimated duration of the leave. For leave taken by a biological or adoptive parent in conjunction with the birth or adoption of a child, the leave must begin within 12 months of the birth or adoption; except that, in the case where the child must remain in the hospital longer than the mother, the leave must begin within 12 months after the child leaves the hospital.

C. Twenty-six-week Servicemember Family Military Leave

1. An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember shall be entitled to a total of 26 work weeks of leave during a 12-month period to care for the servicemember. The leave described in this paragraph shall be available only during a single 12-month period. For purposes of this leave, the need to care for a servicemember includes both physical and psychological care.
2. During a single 12-month period, an employee shall be entitled to a combined total of 26 work weeks of leave under Paragraphs IV.A. and IV.C. above.
3. The 12-month period referred to in this section begins on the first day the eligible employee takes leave to care for a covered servicemember and ends 12 months after that date.
4. Eligible spouses employed by the school district are limited to an aggregate of 26 weeks of leave during any 12-month period if leave is taken for birth of the employee's child or to care for the child after birth; for placement of a child with the employee for adoption or foster care or to care for the child after placement; to care for the employee's parent with a serious health condition; or to care for a covered servicemember with a serious injury or illness.
5. The school district may request or require the employee to substitute accrued paid leave for any part of the 26-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave.

6. An employee will be required to submit sufficient medical certification issued by the health care provider of the covered servicemember and other information in support of requested leave and eligibility for such leave under this section within 15 days from the date of the request or as soon as practicable under the circumstances.
7. The provisions of Paragraphs IV.A.7., IV.A.10., IV.A.12., IV.A.13., and IV.A.14. above shall apply to leaves under this section.

~~V. SPECIAL RULES FOR INSTRUCTIONAL EMPLOYEES~~

- ~~A. An instructional employee is one whose principal function is to teach and instruct students in a class, a small group, or an individual setting. This includes, but is not limited to, teachers, coaches, driver's education instructors, and special education assistants.~~
- ~~B. Instructional employees who request foreseeable medically necessary intermittent or reduced work schedule leave greater than 20 percent of the workdays in the leave period may be required to:

 - ~~1. take leave for the entire period or periods of the planned medical treatment; or~~
 - ~~2. move to an available alternative position for which the employee is qualified, and which provides equivalent pay and benefits, but not necessarily equivalent duties.~~~~
- ~~C. Instructional employees who request continuous leave near the end of a semester may be required to extend the leave through the end of the semester. The number of weeks remaining before the end of a semester does not include scheduled school breaks, such as summer, winter, or spring break.

 - ~~1. If an instructional employee begins leave for any purpose more than five weeks before the end of a semester and it is likely the leave will last at least three weeks, the school district may require that the leave be continued until the end of the semester.~~
 - ~~2. If the instructional employee begins leave for a purpose other than the employee's own serious health condition during the last five weeks of a semester, the school district may require that the leave be continued until the end of the semester if the leave will last more than two weeks or if the employee's return from leave would occur during the last two weeks of the semester.~~
 - ~~3. If the instructional employee begins leave for a purpose other than the employee's own serious health condition during the last three weeks of the semester and the leave will last more than five working days, the school district may require the employee to continue taking leave until the end of the semester.~~
 - ~~4. If the school district requires an instructional employee to extend leave through the end of a semester as set forth in this paragraph, only the period of leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement. Any additional leave required by the school district to the end of the school term is not counted as FMLA leave but as an unpaid or paid leave, to the extent the instructional employee has accrued paid leave available and the school district shall maintain the employee's group health insurance and restore the employee to the same or~~~~

~~equivalent job, including other benefits, at the conclusion of the leave.~~

~~VI~~ V. OTHER

- A. The provisions of this policy are intended to comply with applicable law, including the FMLA and applicable regulations. Any terms used from the FMLA will have the same meaning as defined by the FMLA and/or applicable regulations. To the extent that this policy is ambiguous or contradicts applicable law, the language of the applicable law will prevail.
- B. The requirements stated in the collective bargaining agreement between employees in a certified collective bargaining unit and the school district regarding family and medical leaves (if any) shall be followed.

~~VII~~ VI. DISSEMINATION OF POLICY

- A. A poster prepared by the U.S. Department of Labor summarizing the major provisions of the Family and Medical Leave Act and informing employees how to file a complaint shall be conspicuously posted in each school district building in areas accessible to employees and applicants for employment.
- B. This policy will be reviewed at least annually for compliance with state and federal law.

Legal References: Minn. Stat. §§ 181.940-181.944 (Parenting Leave and Accommodations)
 10 U.S.C. § 101 *et seq.* (Armed Forces General Military Law)
 29 U.S.C. § 2601 *et seq.* (Family and Medical Leave Act)
 38 U.S.C. § 101 (Definitions)
 29 C.F.R. Part 825 (Family and Medical Leave Act)

Cross References: MSBA School Law Bulletin "M" (Licensed and Non-Licensed School District Employee Leave)

To Replace Policy 4111
 First Reading: 12-20-22

~~4111 — FAMILY AND MEDICAL LEAVE ACT POLICY~~

~~The Family and Medical Leave Act of 1993 (FMLA) provides for up to 12 weeks of job-protected leave to eligible employees for certain family and medical reasons. The purpose of this policy is to provide guidelines for implementation of the FMLA. Terms used in this policy are intended to have the meaning set forth in the FMLA and accompanying U.S. Department of Labor regulations. Any aspect of FMLA leave not specifically addressed in this policy shall be handled in accordance with the FMLA and accompanying U.S. Department of Labor regulations and applicable policies of the Employer.~~

~~An employee must meet the following requirements to be eligible for FMLA leave:~~

- ~~1. The employee must have worked for the Employer for at least 12 months; and~~
- ~~2. The employee must have worked at least 1,250 hours during the 12 months immediately preceding the request.~~

~~FMLA leave may be requested for the following reasons:~~

- ~~1. For the birth of a child, and to care for the newborn child;~~
- ~~2. For the placement with the employee of a child for adoption or foster care;~~
- ~~3. To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or~~
- ~~4. For a serious health condition that makes the employee unable to perform the essential functions of the employee's job.~~

~~Eligibility for FMLA leave for birth or placement of a child expires 12 months after the birth or placement of the child. Circumstances may require that leave for the birth of a child, or for placement for adoption or foster care, commence prior to actual birth or placement.~~

~~An eligible employee may qualify for up to 12 weeks of FMLA leave in any 12 month period. From the 12 week maximum, any FMLA leave which the employee has taken during the 12 months preceding commencement of the requested leave will be subtracted to determine the maximum leave for which the employee may be eligible presently.~~

~~In accordance with the FMLA, the Employer may require that an instructional employee's FMLA leave continue until the end of the academic semester under circumstances where the employee would otherwise be returning from leave near the end of the academic semester.~~

~~When FMLA leave is taken to care for a spouse, son or daughter, or parent, with a serious health condition, or for an employee's own serious health condition, leave may be taken intermittently or on a reduced schedule if shown to be "medically necessary". Where leave is taken for the birth or placement of a child for adoption or foster care, leave may be taken on an intermittent or reduced leave schedule only if the Employer agrees.~~

~~If an eligible instructional employee requests intermittent leave or leave on a reduced leave schedule to care for a family member, or for the employee's own serious health condition, which is foreseeable based on planned medical treatment, and the employee would be on leave for more than 20 percent of the total number of working days over the period the~~

~~leave would extend, the employer may require the employee to choose either to:~~

- ~~1. Take leave for a period or periods of a fixed duration, not greater than the duration of the planned treatment; or~~
- ~~2. Transfer temporarily to an available alternate position for which the employee is qualified, which has equivalent pay and benefits and which better accommodates recurring periods of leave than does the employee's regular position.~~

~~"Periods of a particular duration" means a block, or blocks, of time beginning no earlier than the first day for which leave is needed and ending no later than the last day on which leave is needed, and may include an uninterrupted period of leave.~~

Unpaid Leave

~~Generally FMLA leave is unpaid. However, an employee shall substitute accumulated paid sick leave for a portion of the FMLA leave in any situation where the employee would normally be allowed to use sick leave. An employee shall also substitute accumulated personal leave for a portion of the FMLA leave.~~

~~Minnesota law allows for unpaid parental leave and for use of paid sick leave to care for dependent family members under certain circumstances. These leaves remain available under FMLA but do not extend the maximum FMLA leave for which an employee is eligible.~~

Authorization

~~An eligible employee must ordinarily provide the Employer with 30 days advance notice when the FMLA leave is foreseeable. If 30 days advance notice is not possible, the employee will be required to give the Employer notice as soon as practical which shall normally be within two business days after the employee learns of the need for the leave. The Employer reserves the right to deny a leave request absent timely advance notice. The employee must attempt to schedule foreseeable FMLA leave so as not to unduly disrupt the Employer's operations.~~

~~An employee requesting leave shall provide to the Employer, in writing, the proposed date the leave is to commence, the approximate duration of the leave, and the qualifying reason (s) for the leave. The Employer will normally require medical certification to support a FMLA leave request either to care for an employee's seriously ill family member or because of the employee's serious health condition. The medical certification shall be provided to the Employer as soon as possible, and not more than 15 days later. The Employer reserves the right to require a second medical opinion at the Employer's expense, as allowed by the FMLA.~~

~~The Employer reserves the right to require the employee to provide recertification of the need for the leave every 30 days. Recertification may also be required sooner than every 30 days if (1) the employee requests an extension of the leave; (2) there are changed circumstances regarding the nature of the medical condition; (3) the Employer receives information casting doubt on the continued validity of the most recent certification. The Employer may request a medical fitness-for-duty report upon the employee's return to work.~~

Benefit Continuation

~~During an approved FMLA leave, the employee and dependent health and dental insurance coverage (if any) shall be maintained on the same basis as coverage would have been provided if employee had been continuously employed during the entire leave period. Employees who receive partial employer contribution must continue to pay their portion of the premium in order to retain this coverage. If an employee fails to make their premium payment, the employee will lose coverage and will not be covered for any claims which may have occurred while on FMLA leave. However, an employee may voluntarily choose not to pay the premium and thus not retain these coverages. The coverages will be reinstated upon the employee's return to work.~~

~~An employee on FMLA leave may also continue other insurance coverages which the employee had in effect through the Employer prior to going on FMLA leave. The employee will be required to pay the full cost of the premium.~~

~~The Employer's obligation to maintain health and dental insurance benefits ceases if and when the employee informs the Employer of the employee's intent not to return from leave; if the employee fails to return from leave, thereby terminating employment; or if the employee exhausts the employee's FMLA leave entitlement. In some of these situations, employees may be entitled by law to continue their health care coverage at their own expense.~~

Return to Work

~~An employee returning from FMLA leave of longer than one month must notify the Employer at least two weeks prior to return from leave.~~

~~An employee returning from FMLA leave shall be entitled to be restored to the same position and shift that the employee held when the FMLA leave began, or to an equivalent position and shift with equivalent benefits, pay and other terms and conditions of employment. Benefits of employment and seniority will be resumed at the same level and in the same manner as were provided at the time the leave began. Any increases in pay or changes in benefits that are not dependent upon seniority or accrual during the leave period also must be made effective upon the employee's return to work. However, an employee on FMLA leave shall not be entitled to benefit or seniority accrual during the leave except as may be required by the employee's collective bargaining agreement.~~

Failure to Return to Work

~~If an employee on FMLA leave decides not to return to work, the employee shall notify the Employer as soon as it is foreseeable that the employee will not be returning to work.~~

~~If an employee does not return to work for reasons beyond the employee's control or because the employee has a serious health condition which prevents the employee from returning to work, then the employee will not be required to repay health insurance~~

~~premiums paid by the Employer during the FMLA leave. If the employee does not return to work for any other reason, then the employee will be required to repay the Employer for those premiums.~~

~~An employee who chooses not to return to work or is unable to return to work shall be considered to have voluntarily resigned.~~

~~Adopted: 01-23-1996 ISD 709~~

Consent Agenda - Regular School Board Meeting

Duluth Public Schools, ISD 709

Agenda

Tuesday, January 17, 2023

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 - December 20, 2022 | 3 |
| 2) Annual Organizational Meeting - January 3, 2023 | 8 |

B. Approval of Action Items

- | | |
|--|----|
| 1) <u>Human Resources</u> | |
| a. <u>Staffing Report</u> | |
| (1) HR Staffing Report | 11 |
| b. <u>Other Action Items</u> | |
| 2) <u>Finance</u> | |
| a. Financial Report | 12 |
| b. Fundraisers | 13 |
| c. <u>Bids, RFPs and Quotes - None</u> | |
| d. <u>Contracts, Change Orders, Leases</u> | |
| (1) Change Order - CO #2 Congdon Park ES Masonry &
Window Restoration - MRJ Consultants LLC | 14 |
| 3) <u>Items Brought Forward From the Monthly Committee of the Whole Meeting</u> | |
| 4) <u>Other</u> | |
| a. <u>Diploma Requests</u> | 17 |
| b. <u>Field Trip Requests</u> | |
| (1) East Extended Field Trip | 36 |
| c. <u>Data Sharing Agreements</u> | |

C. Approval of Policy Readings

- | | |
|---|----|
| 1) <u>First Readings</u> | |
| 2) <u>Second Readings</u> | |
| a. Policy 408 - Subpoena of a School District Employee | 40 |
| b. Policy 410 - Family and Medical Leave Policy to replace Policy
4111 | 42 |
| 3) <u>Annual Review</u> | |

D. Approval of Committee Reports

By approving Committee Reports, the board acknowledges and approves all informational and action items represented in the Regular School Board Meeting Report of each committee.

- | | |
|--|----|
| 1) <u>Monthly Committee of the Whole - January 5, 2023</u> | 61 |
| 2) <u>Policy Committee - January 5, 2023</u> | 65 |

3) Human Resources/Business Services Committee - January 10, 2023

80

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, December 20, 2022

Members Present

Kelly Durick Eder
David Kirby
Rosie Loeffler-Kemp
Jill Lofald
Alanna Oswald
Amber Sadowski
Paul Sandholm

Others Present:

John Magas, Superintendent
Patty Paquette, Secretary

Student Representatives:

Ailee Naus (East)

Absent:

Sariyah Crawford (Denfeld)

- Chair Lofald called the Regular School Board meeting December 20, 2022 to order at 6:43 p.m.

M-Loeffler-Kemp, S-Sadowski, to approve the agenda.

M-Durick Eder, S-Sandholm to add to the agenda under 13.G. B-12-22-3931 Establishing Combined Polling Places for the Duluth Public School District. Upon a vote, the same was approved – unanimously

M-Durick Eder, S-Sandholm to add to the agenda under 14.C HR-12-22-3932 Firemen and Oilers Bargaining Agreement. Upon a vote, the same was approved – unanimously.

M-Loeffler-Kemp, S-Sadowski, to approve the agenda. Upon a vote, the same was approved – unanimously.

School and Community Recognition

December 2022

Assistant Superintendent Bonds presented the School and Community Recognition.

Public Comments

December 2022

Carol Donahue spoke to the school board regarding the Denfeld organ project.

Mike Donahue spoke to the school board regarding the Denfeld organ project.

Janet Blixt spoke to the school board regarding the Denfeld organ project.

Jenna Amundson spoke to the school board regarding the benefits of small class sizes and social/emotional supports.

Mae Sandberg spoke to the school board regarding the need of full-time librarians in our schools.

Communications, Petitions, Etc.

December 2022

Chair Lofald stated one communication was received.

Superintendent's Report

December 2022

Ailee Naus gave the East Student Representative report.

Chair Lofald gave Sariah Crawford's Denfeld Student Representative report.

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

- Strategic Planning Update
- Elementary and Secondary Scheduling Updates
- Community and Schools Outreach Update

Monthly Committee of the Whole Report

December 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

December 2022

Member Durick Eder presented the Human Resources/Business Services Committee report which was available electronically to each school board member.

Policy Committee Report

December 2022

Member Loeffler-Kemp presented the Policy Committee report which was available electronically to each school board member.

General Board Committee Updates
December 2022

None

Consent Agenda
December 2022

M-Durick Eder, S-Sadowski – to approve the Consent Agenda. Upon a vote on the consent agenda, the same was approved – unanimously.

Resolutions from Committee Reports
December 2022

B-12-22-3925 Certified Tax Levy 2022 Payable 2023

M-Sandholm, S-Durick Eder to approve B-12-22-3925 Certified Tax Levy 2022 Payable 2023. Upon a vote, the same was approved –unanimously.

B-12-22-3926 Reestablishing Precincts and Polling Places for the Duluth Public Schools District in 2023

M-Sadowski, S-Loeffler-Kemp to approve B-12-22-3926 Reestablishing Precincts and Polling Places for the Duluth Public Schools District in 2023. Upon a vote, the same was approved – unanimously.

B-12-22-3927 Resolution of Support for the Transportation Alternative Grant for Campus Connector Segment Six to Provide Improvements to the intersection of E. Superior St. and Congdon Park Dr. in the City of Duluth

M-Loeffler-Kemp, S-Sandholm to approve B-12-22-3927 Resolution of Support for the Transportation Alternative Grant for Campus Connector Segment Six to Provide Improvements to the intersection of E. Superior St. and Congdon Park Dr. in the City of Duluth. Upon a vote, the same was approved –unanimously.

B-12-22-3928 Authorized Bank Account Signer

M-Kirby, S-Sadowski to approve B-12-22-3928 Authorized Bank Account Signer. Upon a vote, the same was approved – unanimously.

B-12-22-3929- Acceptance of Donations to Duluth Public Schools

M-Durick Eder, S-Loeffler-Kemp to approve B-12-22-3929 Acceptance of Donations to Duluth Public Schools. Upon a vote, the same was approved – unanimously.

B-12-22-3930 Acceptance of Grant Awards to Duluth Public Schools

M-Lofald, S-Durick Eder to approve B-12-22-3930 Acceptance of Grant Awards to Duluth Public Schools. Upon a vote, the same was approved –unanimously.

B-12-22-3931 Establishing Combined Polling Places for the Duluth Public School District

Discussion took place regarding this item.

M-Lofald, S-Eder to approve B-12-22-3931 Establishing Combined Polling Places for the Duluth Public School District. Upon a vote, the same failed 6-1 as follows:

Yea: Durick Eder

Nay: Loeffler-Kemp, Lofald, Oswald, Sadowski, Sandholm

Abstain: Kirby

Special Resolutions/Other Action Items

December 2022

SP-12-22-3924 Board Member Attendance at 2023 MSBA Leadership Conference

M-Sandholm, S-Kirby to approve SP-12-22-3924 Board Member Attendance at 2023 MSBA Leadership Conference. Upon a vote, the same was approved – unanimously.

Approval of FY22 Audit

M-Durick Eder, S-Loeffler-Kemp to approve the FY22 Audit. Upon a vote, the same was approved –unanimously.

HR-12-22-3932 Firemen and Oilers Employees Bargaining Agreement

M-Lofald, S-Durick Eder to approve HR-12-22-3932 Firemen and Oilers Employees Bargaining Agreement. Upon a vote, the same was approved unanimously.

Other

December 2022

None

M-Sandholm, S-Loeffler-Kemp to adjourn the meeting. Upon a vote, the same was approved unanimously.

- Chair Lofald adjourned the Regular School Board Meeting of December 20, 2022 at 9:20 p.m.

Minutes of the School Board Annual Organizational Meeting

112

Of the School Board of Independent School District No. 709 held at UnitedHealth Group 4316 Rice Lake Rd, Suite 108, Duluth, Minnesota 55811, on

Monday, January 3, 2023 at 4:40 p.m.

Members Present:

Kelly Durick Eder
David Kirby
Rosie Loeffler-Kemp
Jill Lofald
Alanna Oswald
Amber Sadowski
Paul Sandholm

Others Present:

John Magas, Superintendent
Patty Paquette, Secretary

- Temporary Chairperson Lofald called the Annual Organizational School Board meeting to order at 4:40 p.m.

Member Oswald took Roll Call we have a quorum.

M-Sandholm, S-Kirby, to approve the agenda. Upon a vote to approve the agenda as presented, the same was approved – unanimously.

Election of Chairperson:

- Temporary Chair Lofald opened the nominations for the office of Chairperson
- Member Loeffler-Kemp nominated Member Lofald for the office of Chairperson
- Temporary Chair Lofald closed the nominations for the office of Chairperson

Temporary Chair Lofald announced that Member Lofald was elected as Chair by acclamation.

Election of Vice Chairperson:

- Chair Lofald opened the nominations for the office of Vice Chairperson
- Member Kirby nominated Member Loeffler-Kemp for the office of Vice Chairperson
- Chair Lofald closed the nominations for the office of Vice Chairperson

Chair Lofald announced that Member Loeffler-Kemp was elected as Vice-Chair by acclamation.

Election of Clerk:

- Chair Lofald opened the nominations for the office of Clerk
- Member Durick Eder nominated Member Sadowski for the office of Clerk
- Member Oswald nominated Member Oswald for the office of Clerk
- Chair Lofald closed the nominations for the office of Clerk

**Chair Lofald announced that Member Sadowski was elected as Clerk 5-2 as follows:
Sadowski (5 votes): Durick Eder, Kirby, Loeffler-Kemp, Lofald, Sadowski
Oswald (2 votes): Oswald, Sandholm.**

Election of Treasurer:

- Chair Lofald opened the nominations for the office of Treasurer
- Member Lofald nominated Member Durick Eder for the office of Treasurer
- Chair Lofald closed the nominations for the office of Treasurer

Chair Lofald announced that Member Durick Eder was elected as Treasurer by acclamation.

Appointment of Deputy Clerk:

M-Eder, S-Kirby to appoint the Executive Director of Business Services and Finance as School Board Deputy Clerk for 2023.

Chair Lofald appointed Simone Zunich (Executive Director of Business Services and Finance) as Deputy Clerk.

Appointment of Board Secretaries:

M-Kirby, S-Sandholm to appoint the Executive Assistant to the Superintendent and the Business Services Coordinator as School Board Secretaries.

Chair Lofald appointed Patty Paquette (Executive Assistant to the Superintendent) and Brett Mensing (Business Services Coordinator) as School Board Secretaries.

Resolution B-1-23-3933 Selection of Meeting Dates/Times

M-Eder, S-Sandholm, to approve Resolution B-1-23-3933, Selection of Meeting Dates/Times. Upon a vote, the same was approved – unanimously.

Resolution B-1-23-3934 Designation of Depositories and Acceptance of Collateral

M-Kirby, S-Eder, to approve Resolution B-1-23-3934 - Designation of Depositories and Acceptance of Collateral. Upon a vote, the same was approved – unanimously.

Resolution B-1-23-3935 Designation of Authority to Perform Electronic Fund Transfers

M-Loeffler-Kemp, S-Sadowski, to approve Resolution B-1-23-3935 - Designation of Authority to Perform Electronic Fund Transfers. Upon a vote, the same was approved – unanimously.

Resolution B-1-23-3936 Authorization for the Superintendent of Schools and Executive Director of Business Services Finance to Sign Contracts and Grants

M-Lofald, S-Kirby, to approve Resolution B-1-23-3936 - Authorization for the Superintendent of Schools and Executive Director of Business Services and Finance to Sign Contracts and Grants. Upon a vote, the same was approved – unanimously.

Resolution B-1-23-3937 Selection of District’s Legal Counsel

M- Oswald, S-Lofald, to approve Resolution B-1-23-3937 – Selection of District’s Legal Counsel. Upon a vote, the same was approved – unanimously.

Resolution B-1-23-3938 Selection of District’s Newspaper

M-Sadowski, S-Loeffler-Kemp, to approve Resolution B-1-23-3938 – Selection of District’s Newspaper. Upon a vote, the same was approved – unanimously.

Discussion took place regarding this item.

Resolution B-1-23-3939 Accepting the Eleven Tools of Civility

M-Sandholm, S-, to approve Resolution B-1-23-3939 – Accepting the Eleven Tools of Civility. Upon a vote, the same was approved – unanimously.

Discussion took place regarding this item.

Resolution B-1-23-3940 Approving the Continued Participation of Student School Board Representatives

M-Eder, S-Sandholm, to approve Resolution B-1-23-3940 – Approving the Continued Participation of Student School Board Representatives. Upon a vote, the same was approved - unanimously.

Discussion took place regarding this item.

B-1-23-3941 Columbus Day

M-Kirby, S-Eder, to approve Resolution B-1-23–3941 Columbus Day. Upon a vote, the same was approved - unanimously.

M-Sandholm-S-Sadowski, to adjourn the meeting. Upon a vote, the same was approved – unanimously.

- Chair Lofald adjourned the Annual Organizational School Board meeting of January 3, 2023 at 5:34 p.m.

Track Date	Item Code	Full Name	Notes	Eff Beg Dt	Eff End Dt	
01/17/2023	CAPP	DINGLER, ALLISON R	Dingler, Allison R	TEMP ENGLISH AS A SECOND LANGUAGE/DW, (MA) IV STEP 9	01/03/2023	
01/17/2023	CAPP	SCHMIDT, AMANDA L	Schmidt, Amanda L	SPEC ED B-6/DW, (MA) 9, E SZFLARSKI	01/03/2023	
01/17/2023	CAPP	STEWART, OLIVIA M	Stewart, Olivia M	LTS GRADE 5/LAURA MACARTHUR, (BA) STEP 2, A METZER	12/20/2022	
01/17/2023	CLOA	ACHTERHOFF, STACEY E	Achterhoff, Stacey E	READING INTERVENTIONIST/MYERS WILKINS/MID-CAREER	01/20/2023	01/20/2026
01/17/2023	CRES	SZAFIARSKI, ERICA E	Szafiarski, Erica E	ECSE TEACHER/DW	12/14/2022	
01/17/2023	CRET	MLYNARCZYK, HEIDI F	Mlynarczyk, Heidi F	READING INTERVENTIONIST/HOMECROFT	06/09/2023	
01/17/2023	CTIN	BACZKIEWICZ, ELIZABETH A	Baczkiewicz, Elizabeth A	READING INTERVENTIONIST/MYERS-WILKINS, 1/6 OVERLOAD	01/03/2023	02/28/2023
01/17/2023	CTIN	FRISCHMANN, BREELYNN E	Frischmann, Breelynn E	SPEC ED SOCIAL WORKER/MYERS-WILKINS, 1/6 OVERLOAD	01/03/2023	02/28/2023
01/17/2023	CTIN	KOLQUIST, JULIE A	Kolquist, Julie A	SPEC ED/MERRITT CREEK, 1/6 OVERLOAD	12/01/2022	06/09/2023
01/17/2023	CTIN	STOKES, HANNAH P	Stokes, Hannah P	SPEC ED SOCIAL WORKER/MYERS-WILKINS, 1/6 OVERLOAD	01/03/2023	02/28/2023
01/17/2023	NAPP	FAHERTY, LAUREN M	Faherty, Lauren M	OFF SUPPORT SPEC/DENFELD, 23/40WKS, \$18.16/HR	12/27/2022	
01/17/2023	NAPP	LAPLANTE, LINDSAY A	LaPlante, Lindsay A	TEMP SPECIAL ED PARA/LESTER PARK, 31.25/38WKS, \$17.77/HR	01/03/2023	
01/17/2023	NAPP	SPOONER, EMMA C	Spooner, Emma C	INSTRUCTIONAL PARA/MYERS-WILKINS, 31.25/38WKS, \$16.18/HR	12/20/2022	
01/17/2023	NAPP	SWANSON, ASIA G	Swanson, Asia G	MENTAL HEALTH PRACTITIONER/DENFELD, 40/38WKS, \$24.88/HR	01/11/2023	
01/17/2023	NAPP	TUCKER, MACKENZIE K	Tucker, Mackenzie K	SUPERVISORY PARA/LINCOLN PARK, 23.75/38WKS, \$17.71/HR	12/08/2022	
01/17/2023	NAPP	UELAND, COREY A	Ueland, Corey A	CUSTODIAN 1 FLOAT/MYERS-WILKINS, 40/52WKS, \$16.15/HR	12/29/2022	
01/17/2023	NLOA	SMITH, JAMIE L	Smith, Jamie L	SUPERVISORY PARAPROFESSIONAL/DENFELD	12/13/2022	12/13/2023
01/17/2023	NRES	LITTLE, KATERI M	Little, Kateri M	MARSS COORDINATOR/UHG	01/03/2023	
01/17/2023	NRES	JOHNSON, STEVEN	Johnson, Steven	TRANSPORTATION MANAGER/TRANSPORTATION	01/17/2023	

**HR/BS Services Committee Monthly Fund Balance Report
Jan 10 2023 Committee Meeting**

Jan 10 2023 Board Meeting

1.6.23

REVENUES	22-23		22-23		22-23		22-23	
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDGET		RECEIVED TO YEAR TO DATE		RECEIVED ENCUMBERED	
	FUND	Jul-22	JULY 22-23	JULY 22-23	July - Sept	July -Sept	July- Sept	BUDGET BALANCE
General	1	\$ 107,743,537.86	\$ 107,813,250.73	\$ 107,813,250.73	\$ 35,771,520.23			\$ 72,041,730.50
Food Service	2	\$ 3,985,000.00	\$ 3,985,000.00	\$ 3,985,000.00	\$ 1,598,631.08	\$ 65.10		\$ 2,386,303.82
Transportation	3	\$ 5,900,000.00	\$ 5,900,000.00	\$ 5,900,000.00	\$ 1,429,618.56			\$ 4,470,381.44
Community Ed	4	\$ 8,114,000.00	\$ 8,114,000.00	\$ 8,114,000.00	\$ 2,784,367.11			\$ 5,329,632.89
Operating Captial	5	\$ 5,462,130.31	\$ 5,462,130.31	\$ 5,462,130.31	\$ 341,039.81	\$ -		\$ 5,121,090.50
Building Construction	6	\$ -	\$ -	\$ -				\$ -
Debt Service Fund	7	\$ 22,979,390.64	\$ 22,979,390.64	\$ 22,979,390.64	\$ 2,199,749.34			\$ 20,779,641.30
Trust Fund	8	\$ 258,575.00	\$ 258,575.00	\$ 258,575.00				\$ 258,575.00
Dental Insurance Fund	20	\$ 917,000.00	\$ 917,000.00	\$ 917,000.00	\$ 414,571.23	\$ -		\$ 502,428.77
Student Acitivity	79	\$ 236,006.00	\$ 236,006.00	\$ 236,006.00	\$ 129,389.77			\$ 106,616.23
REVENUE	TOTALS:	\$ 155,595,639.81	\$ 155,665,352.68	\$ 155,665,352.68	\$ 44,668,887.13	\$ -	\$ 65.10	\$ 110,996,400.45

EXPENSES	22-23		22-23		22-23		22-23	
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDGET		EXPENSES TO YEAR TO DATE		EXPENSES ENCUMBERED	
	FUND	Jul-22	JULY 22-23	JULY 22-23	July - Sept	July -Sept	July- Sept	BUDGET BALANCE
General	1	\$ 104,358,876.11	\$ 104,428,588.98	\$ 104,428,588.98	\$ 49,496,732.82	\$ 2,472,117.71		\$ 52,459,738.45
Food Service	2	\$ 4,427,346.56	\$ 4,427,346.56	\$ 4,427,346.56	\$ 1,776,894.98	\$ 1,103,787.10		\$ 1,546,664.48
Transportation	3	\$ 6,176,300.00	\$ 6,176,300.00	\$ 6,176,300.00	\$ 3,126,662.11	\$ 468,791.29		\$ 2,580,846.60
Community Ed	4	\$ 8,658,980.50	\$ 8,658,980.50	\$ 8,658,980.50	\$ 3,452,826.17	\$ 29,062.61		\$ 5,177,091.72
Operating Captial	5	\$ 8,394,018.57	\$ 8,394,018.57	\$ 8,394,018.57	\$ 2,118,283.41	\$ 1,181,549.74		\$ 5,094,185.42
Building Construction	6	\$ -	\$ -	\$ -	\$ 11,608,162.77	\$ 821,761.15		
Debt Service Fund	7	\$ 24,691,484.56	\$ 24,691,484.56	\$ 24,691,484.56	\$ 2,568,157.81			\$ 22,123,326.75
Trust Fund	8	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ -			\$ 250,000.00
Dental Insurance Fund	20	\$ 924,000.00	\$ 924,000.00	\$ 924,000.00	\$ 415,632.56			\$ 508,367.44
Student Acitivity	79	\$ 414,040.00	\$ 432,775.81	\$ 432,775.81	\$ 69,606.59	\$ 886.39		\$ 362,282.83
EXPENSE	TOTALS	\$ 158,295,046.30	\$ 170,813,418.90	\$ 170,813,418.90	\$ 74,632,959.22	\$ -	\$ 6,077,955.99	\$ 90,102,503.69

<u>Fin 160 ESSER III</u>	<u>Expenses</u>	<u>Fund 06 Build construction: Program 870</u>	<u>Expenses</u>	<u>Ex Curricular</u>	<u>Fund 01</u>
		debt serv payment/prof serv course 000/000	\$ 1,113,211.81	Program 298 Revenue	\$ 158,333.89
Program 030 Admin	\$ 27,825.00	admin owner pymnt course 800	\$ 6,747.53	Program 298 Expense	\$ 182,331.49
Program 108 Tech	\$ 1,859,828.53	admin design serv course 801	\$ 81,652.48		
Program 203 Elem	\$ 734,904.96	admin constru mgmt course 802	\$ 103,033.73		
Program 211 Secondary	\$ 228,602.75	admin commissions course 803	\$ 17,576.17		
Program 805 Operations	\$ 86,592.41	interior surf constr costs course 804	\$ 10,521,433.65		
Program 740 Pupil Engage	\$ 1,792.88	admin site services 805	\$ 153,144.83		
	\$ 2,939,546.53	long term lease 806	\$ 1,650.00		
			\$ 11,998,450.20		


**Fundraisers Reported
December 2022**

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

School	Organization Fundraising	Estimated Profit	Description of Fundraiser
Lester Park ES	School-wide	\$1,500.00	This is the 20th annual Giving Tree. Money raised pays for holiday trees and gifts for resident at the two hospitals and Ecumen Senior Living to bring cheer to those there over the holidays.

Memorandum

To: Ms. Jill Lofald / School Board Chair
Ms. Simone Zunich / CFO Executive Director of Business Services

From: Dave Spooner 
Manager of Facilities

Date: December 27, 2022

Re: CHANGE ORDER #2 - Congdon Park ES Masonry & Window Restoration – MRJ Consultants LLC.

School Board Approved LTFM FY21-22 Project

Attached is Change Order #2 for Congdon Park ES Masonry & Window Restoration Project – MRJ Consultants LLC.

The original contract sum for this work as defined was **\$32,400.00**. Change order #1 resulted in a new contract sum of **\$47,070.00**. Change order #2, which was related to the long timeframe for the project due to COVID delays and many additional trips for site observation is a sum of **\$4,680.00**, which will result in a new contract amount of **\$51,750.00**.

Recommendation:

I am recommending that Ms. Jill Lofald, School Board Chair, approve and sign Change Order #2 on behalf of the School Board with MRJ Consultants LLC., as authorized at the regular School Board Meeting on January 17, 2023.

The new contract sum for the work defined in the agreement with MRJ Consultants LLC., is **\$51,750.00**.

Attachments

MRJ Consultants, LLC

Roof and Building Exterior Solutions

December 28,2022

Mr. Dave Spooner
ISD#709
215 North 1st Avenue East
Duluth, MN 55802

RE: 2020/2021/2022 Window and Masonry Restoration Project- Consultant request for additional fees #2. Bid #1293 LTFM 21-22

Dave,

As discussed, we are submitting this request for change order #2 to our professional services contract for the 2020/2021/2022 Window and Masonry Restoration Project at Congdon Park School.

On August 8,2019, MRJ Consultants provided a proposal to the District for Consultant design and construction observation services for the 2020 Masonry and Window Restoration Project for Congdon Park Elementary. The project proceeded smoothly during the 2020 Masonry tuckpointing phase of the project all work was fully completed prior to the start of the 2020/2021 school year. In March 2020, the COVID pandemic started, and it was decided to delay the Window replacement phase of the project until spring of 2021. As the pandemic continued and caused significant material and shipping delays, the project was delayed until the new windows arrived in February of 2022. There were also approval issues due to changes in the building permit process, code changes and approval delays.

The Window project was finally started in June 2022 with an anticipated completion date of August 30,2022. At the start of the project, St. Germain's Glass indicated that they would staff the project with a crew of 6 plus installers. As the project progressed throughout the summer, the contractor was only able to staff the project with 2 and on occasion, 3 personnel. Due to labor shortages in the industry. They also struggled with material delays and shortages with the sheet metal that was needed for fabricating the window flashings and trim. These issues resulted in the project to surpass the August 30,2022 completion date and essential window installation was not completed until November 29,2022. At this time, we have been informed that the Contractor will be installing the remaining 2 service doors during the week of December 26,2022. Due to the winter conditions, The Contractor will have to return in the

5712 Royal Oaks Drive, Shoreview, MN 55126,
612-406-5996

spring of 2023 to complete any remaining punch list items and restore the grounds and lawn damaged during the project.

Because of the extended delays during the 2021/2022/2023 window phase of the project, MRJ Consultants was required to provide additional services above and beyond our original 2019 proposed service fees in the form of meetings, project administration and site observations. At this time, we are requesting that our contract for Construction Observation and Project Administrative services be increased by \$4680.00 for the additional time we have provided to date and will be required to provide spring 2023 to fully complete and close the project.

Total amount of Consultants CO#2 \$4,680.00 (Final Change Order)

If you should have any questions regarding this request or the project, please contact me.

Respectfully,

Mike Johnston RRC
MRJ Consultants, LLC
5712 Royal Oaks Drive
Shoreview, MN 55126
m.johnstonrrc@gmail.com
612-406-5996

MEMORANDUM

TO: Curriculum Dept.

FROM: Angie Frank, Adult Diploma Program

SUBJECT: High School Diploma

DATE:

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:

Michelle Lee Pierson

12/21/2022

MEMORANDUM

TO: Curriculum Dept.

FROM: Angie Frank, Adult Diploma Program

SUBJECT: High School Diploma

DATE:

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:

Carmen LaCresha Jefferson

12/21/2022

December 20, 2022

Anthony Bonds, Assistant Superintendent
Independent School District 709
4316 Rice Lake Rd, Suite 108
Duluth MN 55811

Dear Mr. Bonds:

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

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
Jamie J Wise	Duluth Public Schools	12/20/2022

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

Nathan Glöckle
Principal

Kathleen Wilson
Sr. Clerical / Registrar
Area Learning Center

December 20, 2022

Anthony Bonds, Assistant Superintendent
 Independent School District 709
 4316 Rice Lake Rd, Suite 108
 Duluth MN 55811

Dear Mr. Bonds:

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

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
Dillon Cuypers	Duluth Public Schools	12/21/2022

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

Nathan Glöckle
 Principal

Kathleen Wilson
 Sr. Clerical / Registrar
 Area Learning Center

December 21, 2022

Anthony Bonds, Assistant Superintendent
Independent School District 709
4316 Rice Lake Rd, Suite 108
Duluth MN 55811

Dear Mr. Bonds:

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

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
Arianna G Benjamin	Academic Excellence Online	1/20/2023

Please send diploma to Valarie Wagenbach at the Area Learning Center, Suite 450.

Nathan Glockle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

December 22, 2022

Anthony Bonds, Assistant Superintendent
 Independent School District 709
 4316 Rice Lake Rd, Suite 108
 Duluth MN 55811

Dear Mr. Bonds:

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

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
Dylan Jacob Taylor	East High School	10/19/2022

Please send diploma to Valarie Wagenbach at the Area Learning Center, Suite 450.

Nathan Glockle
 Principal

Valarie Wagenbach
 Administrative Assistant
 Area Learning Center

December 21, 2022

Anthony Bonds, Assistant Superintendent
Independent School District 709
4316 Rice Lake Rd, Suite 108
Duluth MN 55811

Dear Mr. Bonds:

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

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
Kali Ann Johnson	Academic Excellence Online	1/20/2023

Please send diploma to Valarie Wagenbach at the Area Learning Center, Suite 450.

Nathan Glockle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

December 21, 2022

Anthony Bonds, Assistant Superintendent
Independent School District 709
4316 Rice Lake Rd, Suite 108
Duluth MN 55811

Dear Mr. Bonds:

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

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
Bailie Mackenzie Solheim	Academic Excellence Online	1/20/2023

Please send diploma to Valarie Wagenbach at the Area Learning Center, Suite 450.

Nathan Glockle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

December 21, 2022

Anthony Bonds, Assistant Superintendent
Independent School District 709
4316 Rice Lake Rd, Suite 108
Duluth MN 55811

Dear Mr. Bonds:

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

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
Mary Suzanne Wantaja	Academic Excellence Online	1/20/2023

Please send diploma to Valarie Wagenbach at the Area Learning Center, Suite 450.

Nathan Glockle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

December 21, 2022

Anthony Bonds, Assistant Superintendent
 Independent School District 709
 4316 Rice Lake Rd, Suite 108
 Duluth MN 55811

Dear Mr. Bonds:

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<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
Kelli Sandra Jablonsky	Academic Excellence Online	1/20/2023

Please send diploma to Valarie Wagenbach at the Area Learning Center, Suite 450.

Nathan Glockle
 Principal

Valarie Wagenbach
 Administrative Assistant
 Area Learning Center

December 21, 2022

Anthony Bonds, Assistant Superintendent
Independent School District 709
4316 Rice Lake Rd, Suite 108
Duluth MN 55811

Dear Mr. Bonds:

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<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
Annika Rayne Vine	Academic Excellence Online	1/20/2023

Please send diploma to Valarie Wagenbach at the Area Learning Center, Suite 450.

Nathan Glockle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

December 21, 2022

Anthony Bonds, Assistant Superintendent
Independent School District 709
4316 Rice Lake Rd, Suite 108
Duluth MN 55811

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<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
Madison Reed	Academic Excellence Online	1/20/2023

Please send diploma to Valarie Wagenbach at the Area Learning Center, Suite 450.

Nathan Glockle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

December 21, 2022

Anthony Bonds, Assistant Superintendent
Independent School District 709
4316 Rice Lake Rd, Suite 108
Duluth MN 55811

Dear Mr. Bonds:

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

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
Marais Stella Molina	Academic Excellence Online	1/20/2023

Please send diploma to Valarie Wagenbach at the Area Learning Center, Suite 450.

Nathan Glockle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

December 21, 2022

Anthony Bonds, Assistant Superintendent
Independent School District 709
4316 Rice Lake Rd, Suite 108
Duluth MN 55811

Dear Mr. Bonds:

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

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
Taylin Jules Messick	Academic Excellence Online	1/20/2023

Please send diploma to Valarie Wagenbach at the Area Learning Center, Suite 450.

Nathan Glockle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

December 21, 2022

Anthony Bonds, Assistant Superintendent
Independent School District 709
4316 Rice Lake Rd, Suite 108
Duluth MN 55811

Dear Mr. Bonds:

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

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
Lila Claire Gilbert	Academic Excellence Online	1/20/2023

Please send diploma to Valarie Wagenbach at the Area Learning Center, Suite 450.

Nathan Glockle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

December 21, 2022

Anthony Bonds, Assistant Superintendent
Independent School District 709
4316 Rice Lake Rd, Suite 108
Duluth MN 55811

Dear Mr. Bonds:

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

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
Jeremiah Curtis Dobos	Academic Excellence Online	1/20/2023

Please send diploma to Valarie Wagenbach at the Area Learning Center, Suite 450.

Nathan Glockle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

December 21, 2022

Anthony Bonds, Assistant Superintendent
Independent School District 709
4316 Rice Lake Rd, Suite 108
Duluth MN 55811

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<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
Tyson J Clark	Academic Excellence Online	1/20/2023

Please send diploma to Valarie Wagenbach at the Area Learning Center, Suite 450.

Nathan Glockle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

December 21, 2022

Anthony Bonds, Assistant Superintendent
Independent School District 709
4316 Rice Lake Rd, Suite 108
Duluth MN 55811

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

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
Ty Edwin Chehock	Academic Excellence Online	1/20/2023

Please send diploma to Valarie Wagenbach at the Area Learning Center, Suite 450.

Nathan Glockle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

December 21, 2022

Anthony Bonds, Assistant Superintendent
Independent School District 709
4316 Rice Lake Rd, Suite 108
Duluth MN 55811

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<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
Alana Elsie Bruckelmyer	Academic Excellence Online	1/20/2023

Please send diploma to Valarie Wagenbach at the Area Learning Center, Suite 450.

Nathan Glockle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

FIELD TRIP REQUEST FORM

Date of Submission:

Type of Trip: Instructional Supplementary Extended

1. Organization/Grade/Course Planning Trip: East High School Forestry, Fish and Wildlife Class

2. Contact Person (Responsible for Checklist Completion): Sonja Hakanson

3. Field Trip Date(s): 2/28/23 - 3/2/23 Destination: Camp Menogyn

4. Field Trip Overview (Include events, establishments and locations): Drive to Camp Menogyn on the edge of the BWCA. Stay there for 3 days + two nights. Events include hikes, skiing/snowshoeing, ice fishing, dog sledging.

5. Field Trip Departure from School (Date and Time): 2/28/23 8am

Field Trip Return to School (Date and Time): 3/2/23 4pm

6. Objectives of Field Trip: Learn outdoor skills, local flora + fauna, importance of BWCA, career/job opportunities with camp.

7. Relationship to Curriculum or Student Learning: Fulfills many standards including: NRS.01.02 Classify different types of natural resources in order to enable protection, conservation, enhancement.

8. Planned Follow-up Field Trip Activities: Debrief on ride home, students present what they learned in other classes

9. Field Trip Budget Request use budget code: 01 E 005 211 161 366 205

NRS.02.01 Analyze the interrelationship between natural resources and humans.

Estimated Expenses	
Total Admission/Fees	\$ 1,235
Total Meals	\$ 986.21
Total Lodging	\$ 845.33
Total Transportation	\$
<input type="checkbox"/> School District Vehicle(s) <input type="checkbox"/> Commercial Transportation Carrier ~ Name: _____ <input type="checkbox"/> Private Vehicle (requires certificate of insurance) ~ Name: _____	
Total Additional Stipends:	\$
Other:	\$
Total	\$

Revenues		
District Budget	Code: <u>01 E 005 211 161 366</u>	\$
Booster Group	<u>205</u>	\$
Donations		\$
Student Fees		\$
Total Additional Stipends:		\$
Total		\$

11. Reviewed/Completed Request Checklist: Yes No

RETURN COMPLETED REQUEST TO BUILDING PRINCIPAL

FIELD TRIP REQUEST CHECKLIST - All Field Trips

DIRECTIONS: Please complete checklist. No attachments are necessary.

- Develop and Communicate Student Discipline Expectations
- Forward Field Trip Explanation and Fee Structure Letter Sent to Parents/Guardians
- Collect Parent/Guardian Permission for Student Participation in Field Trip (Include request for special information - i.e. allergies, medications, special needs.)
- Gain Access to Cell Phone for Field Trip
- Plan Arrangements for Early Pick-Up or Late Drop-Off Students (if necessary).
Guide: May choose to leave message on school voice mail to help with late drop off.
- Plan Meal Arrangements (if necessary)
Reminder: Notify food service of non-participation.
- Plan Administration of Student Medication and First Aid Needs (if necessary)
Guide: Contact School Nurse.
- Develop and Communicate Action Plan if Student Gets Lost on Trip
- Arrange Adult Chaperones for Field Trip (if necessary)
Guide: One (1) adult for every twenty (20) students depending on field trip. Parent volunteers are encouraged when possible or appropriate.
- Develop and Communicate Teacher and Adult Chaperone Expectations
Example: Supervision duties, no smoking, no alcohol
- Planned Itinerary

TIME

LOCATION

- Maintain Student Roster and Check-in/Check-out Procedure
- Arrangement for Safety Needs (i.e. crossing guards)

Signature of Contact Person: Sanj Halder

FIELD TRIP REQUEST CHECKLIST – Extended Trip Only

DIRECTIONS: Please complete checklist and attach all appropriate materials.

- Develop and Complete Field Trip Itinerary and Emergency Telephone Contacts Letter to Parents/Guardians
Note: Attach tentative planned itinerary.
- Arrange Funding of Expenses During Trip
- Arrange Meal Plans
- Arrange Lodging Plans and Room Assignments
- Collect Family Emergency Information for Students
Example: Home phone numbers, emergency contacts, medical information
- Additional Information
Note: Provide any additional information.

Signature of Contact Person: Sanj Halder

Day Trips and Activities at Menogyn

Menogyn offers dogsledding, winter hikes, snowshoeing, cross country skiing, and a wood stove sauna.

Dog sledding

Our most popular activity is very dependent on the winter conditions. The two mushers will use their discretion to make sure humans and dogs alike have a safe and fun experience. Participants are encouraged to help with feeding and watering of dogs and meet the dogs in the dog yard!

Winter Treks/Hikes/Snowshoes/Skis

Daniels Bluff: a short 45 minute round trip hike. Trail is located behind the dining hall and offers an overlook of Daniel's Lake, which is in the BWCAW. The trail is steep at the end, but very manageable.

Caribou Rock: located off the Hungry Jack Road, it takes about 2 hours round trip from Menogyn. It's about a 1.5 mile walk from the Menogyn landing. The overlook offers a beautiful view of West Bearskin Lake and is one of the most photographed spots in the BWCAW.

Honeymoon Bluff: about a three-hour round trip adventure from camp. The trail is located off the Clearwater Road about three miles from Menogyn. Honeymoon Bluff offers a spectacular view of Hungry Jack and Bearskin Lake.

Rose Falls: about a 3-4 hour roundtrip adventure from camp, Rose Falls is a beautiful waterfall in-between Duncan and Rose Lakes. Rose Lake is on the border of Canada, so you also get views of our friendly northern neighbor.

Rose Falls and Bottlecap Overlook: 4-6 hour roundtrip adventure from camp, Bottlecap is a gorgeous overlook of the border lakes. It is well worth the work to get there. The spur trail to Bottlecap is located on the Duncan-Rose portage, so you also get to see Rose Falls.

Sig Olson Lake: a little lake tucked away off Bearskin- hike there in the winter or bushwack/drag your canoe there in the summer (it usually requires some muddy feet in the summer!)

Groomed Ski Trails at East Bearskin Lodge: hop in a vehicle and drive the 15 minutes south of camp to East Bearskin Lodge for some of the finest groomed ski trails in Minnesota. Trails are groomed for classic and skate. Day passes are \$, but worth it. These trails are amazing! You can also grab an adult beverage or mug of cocoa in their lodge after your ski.

Sauna

Menogyn has a traditional wood fired sauna. The staff will stoke the sauna and lifeguard the hole in the lake ice for participants "to dip" during their sauna the final evening of their visit at camp.

408 SUBPOENA OF A SCHOOL DISTRICT EMPLOYEE

I. PURPOSE

The purpose of this policy is to protect the privacy rights of school district employees and students under both state and federal law when requested to testify or provide educational records for a judicial or administrative proceeding.

II. GENERAL STATEMENT OF POLICY

This policy is to provide guidance and direction for school district employees who may be subpoenaed to testify and/or provide educational records for a judicial or administrative proceeding.

III. DATA CLASSIFICATION

A. Educational Data

1. State Law

The Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes chapter 13, classifies all educational data, except for directory information as designated by the school district, as private data on individuals. The state statute provides that **private data on individuals may not be released, except pursuant to a valid court order or informed consent by the subject of the data or a parent if the subject of the data is a minor.**

2. Federal Law

The Family Educational Rights and Privacy Act (FERPA), 20 United States Code section 1232g, provides that educational data may not be released, except pursuant to informed consent by the individual subject of the data or any lawfully issued subpoena. Regulations promulgated under the federal law require that the school district must first make a reasonable effort to notify the parent of the student, or the student if the student is 18 years of age or older, of the subpoena in advance of releasing the information pursuant to the subpoena.

B. Personnel Data

The MGDPA, also classifies all personnel data, except for certain data specifically classified as public, as private data on individuals. The state statute provides that **private data on individuals may not be released, except pursuant to a valid court order or informed consent by the subject of the data.**

IV. APPLICATION AND PROCEDURES

- A. Any employee who receives a subpoena for any purpose related to employment is to inform the building administrator or designated supervisor when the employee receives the subpoena. The building administrator or designated supervisor shall immediately inform the superintendent that the employee has received a subpoena.
- B. No employee may release educational data, personnel data, or any other data of any kind without consultation in advance with the school district official who is designated as the authority responsible for the collection, use and dissemination of data.

- C. Payment for attendance at judicial or administrative proceedings and the retention of witness and mileage fees is to be determined in accordance with the applicable school board policies and collective bargaining agreements.
- D. The administration shall not release any information except in strict compliance with state and federal law and this policy. Recognizing that an unauthorized release may expose the school district or its employees to civil or criminal penalties or loss of employment, the administration shall confer with school district legal counsel prior to release of such data.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
 Minn. Rules 1205.0100, Subp. 5 (How These Rules Apply)
 20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)

Cross References: MSBA/MASA Model Policy 211 (Criminal or Civil Action Against School District, School Board Member, Employee, or Student)
 MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
 MSBA Law Bulletin "I" (School Records – Privacy – Access to Data)

First Reading: 12-20-22

410 FAMILY AND MEDICAL LEAVE POLICY

I. PURPOSE

The purpose of this policy is to provide for family and medical leave to school district employees in accordance with the Family and Medical Leave Act of 1993 (FMLA) and also with parenting leave under state law.

II. GENERAL STATEMENT OF POLICY

The following procedures and policies regarding family and medical leave are adopted by the school district, pursuant to the requirements of the FMLA and consistent with the requirements of the Minnesota parenting leave laws.

III. DEFINITIONS

A. "Covered active duty" means:

1. in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and
2. in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in 10 United States Code section 101(a)(13)(B).

B. "Covered servicemember" means:

1. a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
2. a covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and who was a member of the Armed Forces, including a member of the National Guard or Reserves, and was discharged or released under conditions other than dishonorable, at any time during the period of five years preceding the first date the eligible employee takes FMLA leave to care for the covered veteran.

C. "Eligible employee" means an employee who has been employed by the school district for a total of at least 12 months and who has been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave. An employee returning from fulfilling his or her Uniformed Services Employment and Reemployment Rights Act (USERRA)-covered service obligation shall be credited with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service. In determining whether the employee met the hours of service requirement, and to determine the hours that would have been worked during the period of absence from work due to or necessitated by USERRA-covered service, the employee's pre-service work schedule can generally be used for calculations. While the 12 months of employment need not be consecutive, employment periods prior to a break in service of seven years or more may not be counted unless: (1) the break is occasioned by the employee's fulfillment of his or her USERRA-covered service obligation; or (2) a written agreement, including a collective bargaining agreement, exists concerning the school district's intention to rehire the employee after the break in service.

- D. "Military caregiver leave" means leave taken to care for a covered servicemember with a serious injury or illness.
- E. "Next of kin of a covered servicemember" means the nearest blood relative other than the covered servicemember's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember's next of kin, and the employee may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember's only next of kin.
- F. "Outpatient status" means, with respect to a covered servicemember who is a current member of the Armed Forces, the status of a member of the Armed Forces assigned to:
1. a military medical treatment facility as an outpatient; or
 2. a unit established for the purpose of providing command and control of members of the Armed Forces receiving care as outpatients.
- G. "Qualifying exigency" means a situation where the eligible employee seeks leave for one or more of the following reasons:
1. to address any issues that arise from a short-notice deployment (seven calendar days or less) of a covered military member;
 2. to attend military events and related activities of a covered military member;
 3. to address issues related to childcare and school activities of a covered military member's child;
 4. to address financial and legal arrangements for a covered military member;
 5. to attend counseling provided by someone other than a health care provider for oneself, a covered military member, or his/her child;
 6. to spend up to 15 calendar days with a covered military member who is on short-term, temporary rest and recuperation leave during a period of deployment;
 7. to attend post-deployment activities related to a covered military member;
 8. to address care needs of a covered military member's parent who is incapable of self-care; and
 9. to address other events related to a covered military member that both the employee and school district agree is a qualifying exigency.
- H. "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:

1. inpatient care in a hospital, hospice, or residential medical care facility; or
 2. continuing treatment by a health care provider.
- I. "Spouse" means a husband or wife. For purposes of this definition, husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one state. This definition includes an individual in a same-sex or common law marriage that either: (1) was entered into in a state that recognizes such marriages; or (2) if entered into outside of any state, is valid in the place where entered into and could have been entered into in at least one state.
- J. "Veteran" has the meaning given in 38 United States Code section 101.

IV. LEAVE ENTITLEMENT

A. Twelve-week Leave under Federal Law

1. Eligible employees are entitled to a total of 12 work weeks of unpaid family or medical leave during the applicable 12-month period as defined below, plus any additional leave as required by law. Leave may be taken for one or more of the following reasons in accordance with applicable law:
 - a. birth of the employee's child and to care for such child;
 - b. placement of an adopted or foster child with the employee;
 - c. to care for the employee's spouse, son, daughter, or parent with a serious health condition;
 - d. the employee's serious health condition makes the employee unable to perform the functions of the employee's job; and/or
 - e. any qualifying exigency arising from the employee's spouse, son, daughter, or parent being on covered active duty, or notified of an impending call or order to covered active duty in the Armed Forces.
2. For the purposes of this policy, "year" is defined as a rolling 12-month period measured backward from the date an employee's leave is to commence.
3. An employee's entitlement to FMLA leave for the birth, adoption, or foster care of a child expires at the end of the 12-month period beginning on the date of the birth or placement.
4. A "serious health condition" typically requires either inpatient care or continuing treatment by or under the supervision of a health care provider, as defined by applicable law. Family and medical leave generally is not intended to cover short-term conditions for which treatment and recovery are very brief.
5. A "serious injury or illness," in the case of a member of the Armed Forces, including a member of the National Guard or Reserves, means:
 - a. injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of

duty on active duty in the Armed Forces and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and

b. in the case of a covered veteran who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time, during the period of five years preceding the date on which the veteran undergoes the medical treatment, recuperation, or therapy, means a qualifying injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty in the Armed Forces and that manifested itself before or after the member became a veteran, and is:

(1) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating; or

(2) a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability (VASRD) rating of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or

(3) a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or

(4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

6. Eligible spouses employed by the school district are limited to an aggregate of 12 weeks of leave during any 12-month period for the birth and care of a newborn child or adoption of a child, the placement of a child for foster care, or to care for a parent. This limitation for spouses employed by the school district does not apply to leave taken: by one spouse to care for the other spouse who is seriously ill; to care for a child with a serious health condition; because of the employee's own serious health condition; or pursuant to Paragraph IV.A.1.e. above.

7. Depending on the type of leave, intermittent or reduced schedule leave may be granted in the discretion of the school district or when medically necessary. However, part-time employees are only eligible for a pro-rata portion of leave to be used on an intermittent or reduced schedule basis, based on their average hours worked per week. Where an intermittent or reduced schedule leave is foreseeable based on planned medical treatment, the school district may transfer the employee temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position, and which has equivalent pay and benefits.

8. If an employee requests a leave for the serious health condition of the

employee or the employee's spouse, child, or parent, the employee will be required to submit sufficient medical certification. In such a case, the employee must submit the medical certification within 15 days from the date of the request or as soon as practicable under the circumstances.

9. If the school district has reason to doubt the validity of a health care provider's certification, it may require a second opinion at the school district's expense. If the opinions of the first and second health care providers differ, the school district may require certification from a third health care provider at the school district's expense. An employee may also be required to present a certification from a health care provider indicating that the employee is able to return to work.
10. Requests for leave shall be made to the school district. When leave relates to an employee's spouse, son, daughter, parent, or covered servicemember being on covered active duty, or notified of an impending call or order to covered active duty pursuant to Paragraph IV.A.1.e. above, and such leave is foreseeable, the employee shall provide reasonable and practical notice to the school district of the need for leave. For all other leaves, employees must give 30 days' written notice of a leave of absence where practicable. The failure to provide the required notice may result in a delay of the requested leave. Employees are expected to make a reasonable effort to schedule leaves resulting from planned medical treatment so as not to disrupt unduly the operations of the school district, subject to and in coordination with the health care provider.
11. The school district may require that a request for leave under Paragraph IV.A.1.e. above be supported by a copy of the covered military member's active duty orders or other documentation issued by the military indicating active duty or a call to active duty status and the dates of active duty service. In addition, the school district may require the employee to provide sufficient certification supporting the qualifying exigency for which leave is requested.
12. During the period of a leave permitted under this policy, the school district will provide health insurance under its group health plan under the same conditions coverage would have been provided had the employee not taken the leave. The employee will be responsible for payment of the employee contribution to continue group health insurance coverage during the leave. An employee's failure to make necessary and timely contributions may result in termination of coverage. An employee who does not return to work after the leave may be required, in some situations, to reimburse the school district for the cost of the health plan premiums paid by it.
13. The school district may request or require the employee to substitute accrued paid leave for any part of the 12-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave. The superintendent shall be responsible to develop directives and guidelines as necessary to implement this policy. Such directives and guidelines shall be submitted to the school board for annual review.

The school district shall comply with written notice requirements as set forth in federal regulations.
14. Employees returning from a leave permitted under this policy are eligible for reinstatement in the same or an equivalent position as provided by law.

However, the employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the leave.

B. Twelve-week Leave under State Law

An employee who does not qualify for parenting leave under Paragraphs IV.A.1.a. or IV.A.1.b. above may qualify for a 12-week unpaid leave which is available to a biological or adoptive parent in conjunction with the birth or adoption of a child, or to a female employee for prenatal care or incapacity due to pregnancy, childbirth, or related health conditions. The length of the leave shall be determined by the employee but must not exceed 12 weeks unless agreed to by the school district. The employee may qualify if he or she has worked for the school district for at least 12 months and has worked an average number of hours per week equal to one-half of the full time equivalent during the 12-month period immediately preceding the leave. This leave is separate and exclusive of the family and medical leave described in the preceding paragraphs but may be reduced by any period of paid parental, disability, personal, or medical, or sick leave, or accrued vacation provided by the school district so that the total leave does not exceed 12 weeks, unless agreed to by the school district, or leave taken for the same purpose under the FMLA. The leave taken under this section shall begin at a time requested by the employee. An employee who plans to take leave under this section must give the school district reasonable notice of the date the leave shall commence and the estimated duration of the leave. For leave taken by a biological or adoptive parent in conjunction with the birth or adoption of a child, the leave must begin within 12 months of the birth or adoption; except that, in the case where the child must remain in the hospital longer than the mother, the leave must begin within 12 months after the child leaves the hospital.

C. Twenty-six-week Servicemember Family Military Leave

1. An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember shall be entitled to a total of 26 work weeks of leave during a 12-month period to care for the servicemember. The leave described in this paragraph shall be available only during a single 12-month period. For purposes of this leave, the need to care for a servicemember includes both physical and psychological care.
2. During a single 12-month period, an employee shall be entitled to a combined total of 26 work weeks of leave under Paragraphs IV.A. and IV.C. above.
3. The 12-month period referred to in this section begins on the first day the eligible employee takes leave to care for a covered servicemember and ends 12 months after that date.
4. Eligible spouses employed by the school district are limited to an aggregate of 26 weeks of leave during any 12-month period if leave is taken for birth of the employee's child or to care for the child after birth; for placement of a child with the employee for adoption or foster care or to care for the child after placement; to care for the employee's parent with a serious health condition; or to care for a covered servicemember with a serious injury or illness.
5. The school district may request or require the employee to substitute accrued paid leave for any part of the 26-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave.

6. An employee will be required to submit sufficient medical certification issued by the health care provider of the covered servicemember and other information in support of requested leave and eligibility for such leave under this section within 15 days from the date of the request or as soon as practicable under the circumstances.
7. The provisions of Paragraphs IV.A.7., IV.A.10., IV.A.12., IV.A.13., and IV.A.14. above shall apply to leaves under this section.

V. OTHER

- A. The provisions of this policy are intended to comply with applicable law, including the FMLA and applicable regulations. Any terms used from the FMLA will have the same meaning as defined by the FMLA and/or applicable regulations. To the extent that this policy is ambiguous or contradicts applicable law, the language of the applicable law will prevail.
- B. The requirements stated in the collective bargaining agreement between employees in a certified collective bargaining unit and the school district regarding family and medical leaves (if any) shall be followed.

VI. DISSEMINATION OF POLICY

- A. A poster prepared by the U.S. Department of Labor summarizing the major provisions of the Family and Medical Leave Act and informing employees how to file a complaint shall be conspicuously posted in each school district building in areas accessible to employees and applicants for employment.
- B. This policy will be reviewed at least annually for compliance with state and federal law.

Legal References: Minn. Stat. §§ 181.940-181.944 (Parenting Leave and Accommodations)
 10 U.S.C. § 101 *et seq.* (Armed Forces General Military Law)
 29 U.S.C. § 2601 *et seq.* (Family and Medical Leave Act)
 38 U.S.C. § 101 (Definitions)
 29 C.F.R. Part 825 (Family and Medical Leave Act)

Cross References: MSBA School Law Bulletin "M" (Licensed and Non-Licensed School District Employee Leave)

To Replace Policy 4111
 First Reading: 12-20-22
 Second Reading: 01-17-23

410 FAMILY AND MEDICAL LEAVE POLICY

I. PURPOSE

The purpose of this policy is to provide for family and medical leave to school district employees in accordance with the Family and Medical Leave Act of 1993 (FMLA) and also with parenting leave under state law.

II. GENERAL STATEMENT OF POLICY

The following procedures and policies regarding family and medical leave are adopted by the school district, pursuant to the requirements of the FMLA and consistent with the requirements of the Minnesota parenting leave laws.

III. DEFINITIONS

A. "Covered active duty" means:

1. in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and
2. in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in 10 United States Code section 101(a)(13)(B).

B. "Covered servicemember" means:

1. a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
2. a covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and who was a member of the Armed Forces, including a member of the National Guard or Reserves, and was discharged or released under conditions other than dishonorable, at any time during the period of five years preceding the first date the eligible employee takes FMLA leave to care for the covered veteran.

- #### **C. "Eligible employee" means an employee who has been employed by the school district for a total of at least 12 months and who has been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave. An employee returning from fulfilling his or her Uniformed Services Employment and Reemployment Rights Act (USERRA)-covered service obligation shall be credited with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service. In determining whether the employee met the hours of service requirement, and to determine the hours that would have been worked during the period of absence from work due to or necessitated by USERRA-covered service, the employee's pre-service work schedule can generally be used for calculations. While the 12 months of employment need not be consecutive, employment periods prior to a break in service of seven years or more may not be counted unless: (1) the break is occasioned by the employee's fulfillment of his or her USERRA-covered service obligation; or (2) a written agreement, including a collective bargaining agreement, exists concerning the school district's intention to rehire the employee after the break in service.**

- D. "Military caregiver leave" means leave taken to care for a covered servicemember with a serious injury or illness.
- E. "Next of kin of a covered servicemember" means the nearest blood relative other than the covered servicemember's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember's next of kin, and the employee may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember's only next of kin.
- F. "Outpatient status" means, with respect to a covered servicemember who is a current member of the Armed Forces, the status of a member of the Armed Forces assigned to:
1. a military medical treatment facility as an outpatient; or
 2. a unit established for the purpose of providing command and control of members of the Armed Forces receiving care as outpatients.
- G. "Qualifying exigency" means a situation where the eligible employee seeks leave for one or more of the following reasons:
1. to address any issues that arise from a short-notice deployment (seven calendar days or less) of a covered military member;
 2. to attend military events and related activities of a covered military member;
 3. to address issues related to childcare and school activities of a covered military member's child;
 4. to address financial and legal arrangements for a covered military member;
 5. to attend counseling provided by someone other than a health care provider for oneself, a covered military member, or his/her child;
 6. to spend up to 15 calendar days with a covered military member who is on short-term, temporary rest and recuperation leave during a period of deployment;
 7. to attend post-deployment activities related to a covered military member;
 8. to address care needs of a covered military member's parent who is incapable of self-care; and
 9. to address other events related to a covered military member that both the employee and school district agree is a qualifying exigency.
- H. "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:

1. inpatient care in a hospital, hospice, or residential medical care facility; or
 2. continuing treatment by a health care provider.
- I. "Spouse" means a husband or wife. For purposes of this definition, husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one state. This definition includes an individual in a same-sex or common law marriage that either: (1) was entered into in a state that recognizes such marriages; or (2) if entered into outside of any state, is valid in the place where entered into and could have been entered into in at least one state.
- J. "Veteran" has the meaning given in 38 United States Code section 101.

IV. LEAVE ENTITLEMENT

A. Twelve-week Leave under Federal Law

1. Eligible employees are entitled to a total of 12 work weeks of unpaid family or medical leave during the applicable 12-month period as defined below, plus any additional leave as required by law. Leave may be taken for one or more of the following reasons in accordance with applicable law:
 - a. birth of the employee's child and to care for such child;
 - b. placement of an adopted or foster child with the employee;
 - c. to care for the employee's spouse, son, daughter, or parent with a serious health condition;
 - d. the employee's serious health condition makes the employee unable to perform the functions of the employee's job; and/or
 - e. any qualifying exigency arising from the employee's spouse, son, daughter, or parent being on covered active duty, or notified of an impending call or order to covered active duty in the Armed Forces.
2. For the purposes of this policy, "year" is defined as a rolling 12-month period measured backward from the date an employee's leave is to commence.
3. An employee's entitlement to FMLA leave for the birth, adoption, or foster care of a child expires at the end of the 12-month period beginning on the date of the birth or placement.
4. A "serious health condition" typically requires either inpatient care or continuing treatment by or under the supervision of a health care provider, as defined by applicable law. Family and medical leave generally is not intended to cover short-term conditions for which treatment and recovery are very brief.
5. A "serious injury or illness," in the case of a member of the Armed Forces, including a member of the National Guard or Reserves, means:
 - a. injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of

duty on active duty in the Armed Forces and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and

b. in the case of a covered veteran who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time, during the period of five years preceding the date on which the veteran undergoes the medical treatment, recuperation, or therapy, means a qualifying injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty in the Armed Forces and that manifested itself before or after the member became a veteran, and is:

(1) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating; or

(2) a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability (VASRD) rating of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or

(3) a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or

(4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

6. Eligible spouses employed by the school district are limited to an aggregate of 12 weeks of leave during any 12-month period for the birth and care of a newborn child or adoption of a child, the placement of a child for foster care, or to care for a parent. This limitation for spouses employed by the school district does not apply to leave taken: by one spouse to care for the other spouse who is seriously ill; to care for a child with a serious health condition; because of the employee's own serious health condition; or pursuant to Paragraph IV.A.1.e. above.

7. Depending on the type of leave, intermittent or reduced schedule leave may be granted in the discretion of the school district or when medically necessary. However, part-time employees are only eligible for a pro-rata portion of leave to be used on an intermittent or reduced schedule basis, based on their average hours worked per week. Where an intermittent or reduced schedule leave is foreseeable based on planned medical treatment, the school district may transfer the employee temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position, and which has equivalent pay and benefits.

8. If an employee requests a leave for the serious health condition of the

employee or the employee's spouse, child, or parent, the employee will be required to submit sufficient medical certification. In such a case, the employee must submit the medical certification within 15 days from the date of the request or as soon as practicable under the circumstances.

9. If the school district has reason to doubt the validity of a health care provider's certification, it may require a second opinion at the school district's expense. If the opinions of the first and second health care providers differ, the school district may require certification from a third health care provider at the school district's expense. An employee may also be required to present a certification from a health care provider indicating that the employee is able to return to work.
10. Requests for leave shall be made to the school district. When leave relates to an employee's spouse, son, daughter, parent, or covered servicemember being on covered active duty, or notified of an impending call or order to covered active duty pursuant to Paragraph IV.A.1.e. above, and such leave is foreseeable, the employee shall provide reasonable and practical notice to the school district of the need for leave. For all other leaves, employees must give 30 days' written notice of a leave of absence where practicable. The failure to provide the required notice may result in a delay of the requested leave. Employees are expected to make a reasonable effort to schedule leaves resulting from planned medical treatment so as not to disrupt unduly the operations of the school district, subject to and in coordination with the health care provider.
11. The school district may require that a request for leave under Paragraph IV.A.1.e. above be supported by a copy of the covered military member's active duty orders or other documentation issued by the military indicating active duty or a call to active duty status and the dates of active duty service. In addition, the school district may require the employee to provide sufficient certification supporting the qualifying exigency for which leave is requested.
12. During the period of a leave permitted under this policy, the school district will provide health insurance under its group health plan under the same conditions coverage would have been provided had the employee not taken the leave. The employee will be responsible for payment of the employee contribution to continue group health insurance coverage during the leave. An employee's failure to make necessary and timely contributions may result in termination of coverage. An employee who does not return to work after the leave may be required, in some situations, to reimburse the school district for the cost of the health plan premiums paid by it.
13. The school district may request or require the employee to substitute accrued paid leave for any part of the 12-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave. The superintendent shall be responsible to develop directives and guidelines as necessary to implement this policy. Such directives and guidelines shall be submitted to the school board for annual review.

The school district shall comply with written notice requirements as set forth in federal regulations.
14. Employees returning from a leave permitted under this policy are eligible for reinstatement in the same or an equivalent position as provided by law.

However, the employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the leave.

B. Twelve-week Leave under State Law

An employee who does not qualify for parenting leave under Paragraphs IV.A.1.a. or IV.A.1.b. above may qualify for a 12-week unpaid leave which is available to a biological or adoptive parent in conjunction with the birth or adoption of a child, or to a female employee for prenatal care or incapacity due to pregnancy, childbirth, or related health conditions. The length of the leave shall be determined by the employee but must not exceed 12 weeks unless agreed to by the school district. The employee may qualify if he or she has worked for the school district for at least 12 months and has worked an average number of hours per week equal to one-half of the full time equivalent during the 12-month period immediately preceding the leave. This leave is separate and exclusive of the family and medical leave described in the preceding paragraphs but may be reduced by any period of paid parental, disability, personal, or medical, or sick leave, or accrued vacation provided by the school district so that the total leave does not exceed 12 weeks, unless agreed to by the school district, or leave taken for the same purpose under the FMLA. The leave taken under this section shall begin at a time requested by the employee. An employee who plans to take leave under this section must give the school district reasonable notice of the date the leave shall commence and the estimated duration of the leave. For leave taken by a biological or adoptive parent in conjunction with the birth or adoption of a child, the leave must begin within 12 months of the birth or adoption; except that, in the case where the child must remain in the hospital longer than the mother, the leave must begin within 12 months after the child leaves the hospital.

C. Twenty-six-week Servicemember Family Military Leave

1. An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember shall be entitled to a total of 26 work weeks of leave during a 12-month period to care for the servicemember. The leave described in this paragraph shall be available only during a single 12-month period. For purposes of this leave, the need to care for a servicemember includes both physical and psychological care.
2. During a single 12-month period, an employee shall be entitled to a combined total of 26 work weeks of leave under Paragraphs IV.A. and IV.C. above.
3. The 12-month period referred to in this section begins on the first day the eligible employee takes leave to care for a covered servicemember and ends 12 months after that date.
4. Eligible spouses employed by the school district are limited to an aggregate of 26 weeks of leave during any 12-month period if leave is taken for birth of the employee's child or to care for the child after birth; for placement of a child with the employee for adoption or foster care or to care for the child after placement; to care for the employee's parent with a serious health condition; or to care for a covered servicemember with a serious injury or illness.
5. The school district may request or require the employee to substitute accrued paid leave for any part of the 26-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave.

6. An employee will be required to submit sufficient medical certification issued by the health care provider of the covered servicemember and other information in support of requested leave and eligibility for such leave under this section within 15 days from the date of the request or as soon as practicable under the circumstances.
7. The provisions of Paragraphs IV.A.7., IV.A.10., IV.A.12., IV.A.13., and IV.A.14. above shall apply to leaves under this section.

~~V. SPECIAL RULES FOR INSTRUCTIONAL EMPLOYEES~~

- ~~A. An instructional employee is one whose principal function is to teach and instruct students in a class, a small group, or an individual setting. This includes, but is not limited to, teachers, coaches, driver's education instructors, and special education assistants.~~
- ~~B. Instructional employees who request foreseeable medically necessary intermittent or reduced work schedule leave greater than 20 percent of the workdays in the leave period may be required to:

 - ~~1. take leave for the entire period or periods of the planned medical treatment; or~~
 - ~~2. move to an available alternative position for which the employee is qualified, and which provides equivalent pay and benefits, but not necessarily equivalent duties.~~~~
- ~~C. Instructional employees who request continuous leave near the end of a semester may be required to extend the leave through the end of the semester. The number of weeks remaining before the end of a semester does not include scheduled school breaks, such as summer, winter, or spring break.

 - ~~1. If an instructional employee begins leave for any purpose more than five weeks before the end of a semester and it is likely the leave will last at least three weeks, the school district may require that the leave be continued until the end of the semester.~~
 - ~~2. If the instructional employee begins leave for a purpose other than the employee's own serious health condition during the last five weeks of a semester, the school district may require that the leave be continued until the end of the semester if the leave will last more than two weeks or if the employee's return from leave would occur during the last two weeks of the semester.~~
 - ~~3. If the instructional employee begins leave for a purpose other than the employee's own serious health condition during the last three weeks of the semester and the leave will last more than five working days, the school district may require the employee to continue taking leave until the end of the semester.~~
 - ~~4. If the school district requires an instructional employee to extend leave through the end of a semester as set forth in this paragraph, only the period of leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement. Any additional leave required by the school district to the end of the school term is not counted as FMLA leave but as an unpaid or paid leave, to the extent the instructional employee has accrued paid leave available and the school district shall maintain the employee's group health insurance and restore the employee to the same or~~~~

~~equivalent job, including other benefits, at the conclusion of the leave.~~

~~VI~~ V. OTHER

- A. The provisions of this policy are intended to comply with applicable law, including the FMLA and applicable regulations. Any terms used from the FMLA will have the same meaning as defined by the FMLA and/or applicable regulations. To the extent that this policy is ambiguous or contradicts applicable law, the language of the applicable law will prevail.
- B. The requirements stated in the collective bargaining agreement between employees in a certified collective bargaining unit and the school district regarding family and medical leaves (if any) shall be followed.

~~VII~~ VI. DISSEMINATION OF POLICY

- A. A poster prepared by the U.S. Department of Labor summarizing the major provisions of the Family and Medical Leave Act and informing employees how to file a complaint shall be conspicuously posted in each school district building in areas accessible to employees and applicants for employment.
- B. This policy will be reviewed at least annually for compliance with state and federal law.

Legal References: Minn. Stat. §§ 181.940-181.944 (Parenting Leave and Accommodations)
 10 U.S.C. § 101 *et seq.* (Armed Forces General Military Law)
 29 U.S.C. § 2601 *et seq.* (Family and Medical Leave Act)
 38 U.S.C. § 101 (Definitions)
 29 C.F.R. Part 825 (Family and Medical Leave Act)

Cross References: MSBA School Law Bulletin "M" (Licensed and Non-Licensed School District Employee Leave)

To Replace Policy 4111
 First Reading: 12-20-22

~~4111 — FAMILY AND MEDICAL LEAVE ACT POLICY~~

~~The Family and Medical Leave Act of 1993 (FMLA) provides for up to 12 weeks of job-protected leave to eligible employees for certain family and medical reasons. The purpose of this policy is to provide guidelines for implementation of the FMLA. Terms used in this policy are intended to have the meaning set forth in the FMLA and accompanying U.S. Department of Labor regulations. Any aspect of FMLA leave not specifically addressed in this policy shall be handled in accordance with the FMLA and accompanying U.S. Department of Labor regulations and applicable policies of the Employer.~~

~~An employee must meet the following requirements to be eligible for FMLA leave:~~

- ~~1. The employee must have worked for the Employer for at least 12 months; and~~
- ~~2. The employee must have worked at least 1,250 hours during the 12 months immediately preceding the request.~~

~~FMLA leave may be requested for the following reasons:~~

- ~~1. For the birth of a child, and to care for the newborn child;~~
- ~~2. For the placement with the employee of a child for adoption or foster care;~~
- ~~3. To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or~~
- ~~4. For a serious health condition that makes the employee unable to perform the essential functions of the employee's job.~~

~~Eligibility for FMLA leave for birth or placement of a child expires 12 months after the birth or placement of the child. Circumstances may require that leave for the birth of a child, or for placement for adoption or foster care, commence prior to actual birth or placement.~~

~~An eligible employee may qualify for up to 12 weeks of FMLA leave in any 12 month period. From the 12 week maximum, any FMLA leave which the employee has taken during the 12 months preceding commencement of the requested leave will be subtracted to determine the maximum leave for which the employee may be eligible presently.~~

~~In accordance with the FMLA, the Employer may require that an instructional employee's FMLA leave continue until the end of the academic semester under circumstances where the employee would otherwise be returning from leave near the end of the academic semester.~~

~~When FMLA leave is taken to care for a spouse, son or daughter, or parent, with a serious health condition, or for an employee's own serious health condition, leave may be taken intermittently or on a reduced schedule if shown to be "medically necessary". Where leave is taken for the birth or placement of a child for adoption or foster care, leave may be taken on an intermittent or reduced leave schedule only if the Employer agrees.~~

~~If an eligible instructional employee requests intermittent leave or leave on a reduced leave schedule to care for a family member, or for the employee's own serious health condition, which is foreseeable based on planned medical treatment, and the employee would be on leave for more than 20 percent of the total number of working days over the period the~~

~~leave would extend, the employer may require the employee to choose either to:~~

- ~~1. Take leave for a period or periods of a fixed duration, not greater than the duration of the planned treatment; or~~
- ~~2. Transfer temporarily to an available alternate position for which the employee is qualified, which has equivalent pay and benefits and which better accommodates recurring periods of leave than does the employee's regular position.~~

~~"Periods of a particular duration" means a block, or blocks, of time beginning no earlier than the first day for which leave is needed and ending no later than the last day on which leave is needed, and may include an uninterrupted period of leave.~~

Unpaid Leave

~~Generally FMLA leave is unpaid. However, an employee shall substitute accumulated paid sick leave for a portion of the FMLA leave in any situation where the employee would normally be allowed to use sick leave. An employee shall also substitute accumulated personal leave for a portion of the FMLA leave.~~

~~Minnesota law allows for unpaid parental leave and for use of paid sick leave to care for dependent family members under certain circumstances. These leaves remain available under FMLA but do not extend the maximum FMLA leave for which an employee is eligible.~~

Authorization

~~An eligible employee must ordinarily provide the Employer with 30 days advance notice when the FMLA leave is foreseeable. If 30 days advance notice is not possible, the employee will be required to give the Employer notice as soon as practical which shall normally be within two business days after the employee learns of the need for the leave. The Employer reserves the right to deny a leave request absent timely advance notice. The employee must attempt to schedule foreseeable FMLA leave so as not to unduly disrupt the Employer's operations.~~

~~An employee requesting leave shall provide to the Employer, in writing, the proposed date the leave is to commence, the approximate duration of the leave, and the qualifying reason (s) for the leave. The Employer will normally require medical certification to support a FMLA leave request either to care for an employee's seriously ill family member or because of the employee's serious health condition. The medical certification shall be provided to the Employer as soon as possible, and not more than 15 days later. The Employer reserves the right to require a second medical opinion at the Employer's expense, as allowed by the FMLA.~~

~~The Employer reserves the right to require the employee to provide recertification of the need for the leave every 30 days. Recertification may also be required sooner than every 30 days if (1) the employee requests an extension of the leave; (2) there are changed circumstances regarding the nature of the medical condition; (3) the Employer receives information casting doubt on the continued validity of the most recent certification. The Employer may request a medical fitness-for-duty report upon the employee's return to work.~~

Benefit Continuation

~~During an approved FMLA leave, the employee and dependent health and dental insurance coverage (if any) shall be maintained on the same basis as coverage would have been provided if employee had been continuously employed during the entire leave period. Employees who receive partial employer contribution must continue to pay their portion of the premium in order to retain this coverage. If an employee fails to make their premium payment, the employee will lose coverage and will not be covered for any claims which may have occurred while on FMLA leave. However, an employee may voluntarily choose not to pay the premium and thus not retain these coverages. The coverages will be reinstated upon the employee's return to work.~~

~~An employee on FMLA leave may also continue other insurance coverages which the employee had in effect through the Employer prior to going on FMLA leave. The employee will be required to pay the full cost of the premium.~~

~~The Employer's obligation to maintain health and dental insurance benefits ceases if and when the employee informs the Employer of the employee's intent not to return from leave; if the employee fails to return from leave, thereby terminating employment; or if the employee exhausts the employee's FMLA leave entitlement. In some of these situations, employees may be entitled by law to continue their health care coverage at their own expense.~~

Return to Work

~~An employee returning from FMLA leave of longer than one month must notify the Employer at least two weeks prior to return from leave.~~

~~An employee returning from FMLA leave shall be entitled to be restored to the same position and shift that the employee held when the FMLA leave began, or to an equivalent position and shift with equivalent benefits, pay and other terms and conditions of employment. Benefits of employment and seniority will be resumed at the same level and in the same manner as were provided at the time the leave began. Any increases in pay or changes in benefits that are not dependent upon seniority or accrual during the leave period also must be made effective upon the employee's return to work. However, an employee on FMLA leave shall not be entitled to benefit or seniority accrual during the leave except as may be required by the employee's collective bargaining agreement.~~

Failure to Return to Work

~~If an employee on FMLA leave decides not to return to work, the employee shall notify the Employer as soon as it is foreseeable that the employee will not be returning to work.~~

~~If an employee does not return to work for reasons beyond the employee's control or because the employee has a serious health condition which prevents the employee from returning to work, then the employee will not be required to repay health insurance~~

~~premiums paid by the Employer during the FMLA leave. If the employee does not return to work for any other reason, then the employee will be required to repay the Employer for those premiums.~~

~~An employee who chooses not to return to work or is unable to return to work shall be considered to have voluntarily resigned.~~

~~Adopted: 01-23-1996 ISD 709~~

Monthly Committee of the Whole Board Meeting

Duluth Public Schools, ISD 709

Agenda

Thursday, January 5, 2023

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. 23-24 Course Changes

Director of Secondary Teaching, Learning, and Equity, Jennifer Larva

C. School Board Committee Appointments Discussion

D. Other - None

4. ADJOURN

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23-24 High School and Middle School Course Changes

High School Course Changes

<i>Department</i>	<i>Course Change</i>	<i>Course Name</i>
<i>Added Courses</i>		
General Elective	Add Course Term(s): S1 & S2 Credit per semester .5 Grades 11-12	Career Seminar 2
General Elective	Add Course Term(s): S1 & S2 Credit per semester .5 Grades 11-12	CTE - Work Experience
Family and Consumer Science	Add Course Term(s): S1 & S2 Credit per semester .5 Grades 10-12	International Cuisine
Art	Add Course Term(s): S1 & S2 Credit per semester .5 Grades 11-12	College In the Schools Ceramics
Business/Marketing Computers	Add Course Term(s): S1 & S2 Credit per semester .5 Grades 11-12	Advanced Placement Computer Science Principles

23-24 High School and Middle School Course Changes

Special Education	Add Course Term(s): S1 & S2 Credit per semester .5 (These courses were added second semester 21-22 school year)	Practical Assessment Exploration System PAES Lab 1 hour And PAES Lab 2 hour
Course Description Change		
<i>The following changes may have occurred with courses: Name, course description, semester offered and/or credit</i>		
Engineering and Industrial Technology	Course Description - change grade level Term(s): S1 & S2 Credit per semester .5 Grades 10-12 (previously available to 9-12)	Automotive Basics: Brakes and Engines
Engineering and Industrial Technology	Course Description - change grade level Term(s): S1 & S2 Credit per semester .5 Grades 10-12 (previously available to 9-12)	Automotive Basics: Transmissions and Suspension*
Education	Name Change Term(s): S1 & S2 Credit per semester .5 Grades 11-12	Pathways2Teaching; Introduction to Socially Just Education Changed to: College In the Schools Pathways2Teaching; Introduction to Socially Just Education
Delete Courses		
Math	Delete	Algebra 1
Hospitality and Tourism (Culinary Arts)	Delete	161320 Classical Line Cooking
Hospitality and Tourism (Culinary Arts)	Delete	161420 Classical Cooking
Hospitality and Tourism (Culinary Arts)	Delete	161620 Waiter/Waitress (2-hour)

23-24 High School and Middle School Course Changes

Middle School Course Changes

<i>Department</i>	<i>Course Change</i>	<i>Course Name</i>
<i>Added Courses</i>		
Science	Add Course Term(s): S1 & S2 Credit per semester .5	Life Science
Science	Add Course Term(s): S1 & S2 Credit per semester .5	Physical Science
Music	Add Course Term(s): S1 & S2 Credit per semester .5	General Music Grade 7
<i>Course Description Change</i>		
<i>The following changes may have occurred with courses: Name, course description, semester offered and/or credit</i>		
Science	Course Description	Life Science
<i>Delete Course</i>		
Science	Delete	Earth Science

Policy Committee Meeting
Duluth Public Schools, ISD 709
Agenda
Thursday, January 5, 2023
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 408 - Subpoena of a School District Employee 2
 - B. Policy 410 - Family and Medical Leave Policy to replace Policy 4111 4
- 4. **REGULATIONS - Informational - None**
- 5. **Mapping out policy reviews for 2022-23 Calendar**
- 6. **OTHER**

408 SUBPOENA OF A SCHOOL DISTRICT EMPLOYEE

I. PURPOSE

The purpose of this policy is to protect the privacy rights of school district employees and students under both state and federal law when requested to testify or provide educational records for a judicial or administrative proceeding.

II. GENERAL STATEMENT OF POLICY

This policy is to provide guidance and direction for school district employees who may be subpoenaed to testify and/or provide educational records for a judicial or administrative proceeding.

III. DATA CLASSIFICATION

A. Educational Data

1. State Law

The Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes chapter 13, classifies all educational data, except for directory information as designated by the school district, as private data on individuals. The state statute provides that **private data on individuals may not be released, except pursuant to a valid court order or informed consent by the subject of the data or a parent if the subject of the data is a minor.**

2. Federal Law

The Family Educational Rights and Privacy Act (FERPA), 20 United States Code section 1232g, provides that educational data may not be released, except pursuant to informed consent by the individual subject of the data or any lawfully issued subpoena. Regulations promulgated under the federal law require that the school district must first make a reasonable effort to notify the parent of the student, or the student if the student is 18 years of age or older, of the subpoena in advance of releasing the information pursuant to the subpoena.

B. Personnel Data

The MGDPA, also classifies all personnel data, except for certain data specifically classified as public, as private data on individuals. The state statute provides that **private data on individuals may not be released, except pursuant to a valid court order or informed consent by the subject of the data.**

IV. APPLICATION AND PROCEDURES

- A. Any employee who receives a subpoena for any purpose related to employment is to inform the building administrator or designated supervisor when the employee receives the subpoena. The building administrator or designated supervisor shall immediately inform the superintendent that the employee has received a subpoena.
- B. No employee may release educational data, personnel data, or any other data of any kind without consultation in advance with the school district official who is designated as the authority responsible for the collection, use and dissemination of data.

- C. Payment for attendance at judicial or administrative proceedings and the retention of witness and mileage fees is to be determined in accordance with the applicable school board policies and collective bargaining agreements.
- D. The administration shall not release any information except in strict compliance with state and federal law and this policy. Recognizing that an unauthorized release may expose the school district or its employees to civil or criminal penalties or loss of employment, the administration shall confer with school district legal counsel prior to release of such data.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
 Minn. Rules 1205.0100, Subp. 5 (How These Rules Apply)
 20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)

Cross References: MSBA/MASA Model Policy 211 (Criminal or Civil Action Against School District, School Board Member, Employee, or Student)
 MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
 MSBA Law Bulletin "I" (School Records – Privacy – Access to Data)

First Reading: 12-20-22

410 FAMILY AND MEDICAL LEAVE POLICY

I. PURPOSE

The purpose of this policy is to provide for family and medical leave to school district employees in accordance with the Family and Medical Leave Act of 1993 (FMLA) and also with parenting leave under state law.

II. GENERAL STATEMENT OF POLICY

The following procedures and policies regarding family and medical leave are adopted by the school district, pursuant to the requirements of the FMLA and consistent with the requirements of the Minnesota parenting leave laws.

III. DEFINITIONS

A. "Covered active duty" means:

1. in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and
2. in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in 10 United States Code section 101(a)(13)(B).

B. "Covered servicemember" means:

1. a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
2. a covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and who was a member of the Armed Forces, including a member of the National Guard or Reserves, and was discharged or released under conditions other than dishonorable, at any time during the period of five years preceding the first date the eligible employee takes FMLA leave to care for the covered veteran.

- #### **C. "Eligible employee" means an employee who has been employed by the school district for a total of at least 12 months and who has been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave. An employee returning from fulfilling his or her Uniformed Services Employment and Reemployment Rights Act (USERRA)-covered service obligation shall be credited with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service. In determining whether the employee met the hours of service requirement, and to determine the hours that would have been worked during the period of absence from work due to or necessitated by USERRA-covered service, the employee's pre-service work schedule can generally be used for calculations. While the 12 months of employment need not be consecutive, employment periods prior to a break in service of seven years or more may not be counted unless: (1) the break is occasioned by the employee's fulfillment of his or her USERRA-covered service obligation; or (2) a written agreement, including a collective bargaining agreement, exists concerning the school district's intention to rehire the employee after the break in service.**

- D. "Military caregiver leave" means leave taken to care for a covered servicemember with a serious injury or illness.
- E. "Next of kin of a covered servicemember" means the nearest blood relative other than the covered servicemember's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember's next of kin, and the employee may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember's only next of kin.
- F. "Outpatient status" means, with respect to a covered servicemember who is a current member of the Armed Forces, the status of a member of the Armed Forces assigned to:
1. a military medical treatment facility as an outpatient; or
 2. a unit established for the purpose of providing command and control of members of the Armed Forces receiving care as outpatients.
- G. "Qualifying exigency" means a situation where the eligible employee seeks leave for one or more of the following reasons:
1. to address any issues that arise from a short-notice deployment (seven calendar days or less) of a covered military member;
 2. to attend military events and related activities of a covered military member;
 3. to address issues related to childcare and school activities of a covered military member's child;
 4. to address financial and legal arrangements for a covered military member;
 5. to attend counseling provided by someone other than a health care provider for oneself, a covered military member, or his/her child;
 6. to spend up to 15 calendar days with a covered military member who is on short-term, temporary rest and recuperation leave during a period of deployment;
 7. to attend post-deployment activities related to a covered military member;
 8. to address care needs of a covered military member's parent who is incapable of self-care; and
 9. to address other events related to a covered military member that both the employee and school district agree is a qualifying exigency.
- H. "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:

1. inpatient care in a hospital, hospice, or residential medical care facility; or
 2. continuing treatment by a health care provider.
- I. "Spouse" means a husband or wife. For purposes of this definition, husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one state. This definition includes an individual in a same-sex or common law marriage that either: (1) was entered into in a state that recognizes such marriages; or (2) if entered into outside of any state, is valid in the place where entered into and could have been entered into in at least one state.
- J. "Veteran" has the meaning given in 38 United States Code section 101.

IV. LEAVE ENTITLEMENT

A. Twelve-week Leave under Federal Law

1. Eligible employees are entitled to a total of 12 work weeks of unpaid family or medical leave during the applicable 12-month period as defined below, plus any additional leave as required by law. Leave may be taken for one or more of the following reasons in accordance with applicable law:
 - a. birth of the employee's child and to care for such child;
 - b. placement of an adopted or foster child with the employee;
 - c. to care for the employee's spouse, son, daughter, or parent with a serious health condition;
 - d. the employee's serious health condition makes the employee unable to perform the functions of the employee's job; and/or
 - e. any qualifying exigency arising from the employee's spouse, son, daughter, or parent being on covered active duty, or notified of an impending call or order to covered active duty in the Armed Forces.
2. For the purposes of this policy, "year" is defined as a rolling 12-month period measured backward from the date an employee's leave is to commence.
3. An employee's entitlement to FMLA leave for the birth, adoption, or foster care of a child expires at the end of the 12-month period beginning on the date of the birth or placement.
4. A "serious health condition" typically requires either inpatient care or continuing treatment by or under the supervision of a health care provider, as defined by applicable law. Family and medical leave generally is not intended to cover short-term conditions for which treatment and recovery are very brief.
5. A "serious injury or illness," in the case of a member of the Armed Forces, including a member of the National Guard or Reserves, means:
 - a. injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of

duty on active duty in the Armed Forces and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and

b. in the case of a covered veteran who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time, during the period of five years preceding the date on which the veteran undergoes the medical treatment, recuperation, or therapy, means a qualifying injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty in the Armed Forces and that manifested itself before or after the member became a veteran, and is:

(1) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating; or

(2) a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability (VASRD) rating of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or

(3) a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or

(4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

6. Eligible spouses employed by the school district are limited to an aggregate of 12 weeks of leave during any 12-month period for the birth and care of a newborn child or adoption of a child, the placement of a child for foster care, or to care for a parent. This limitation for spouses employed by the school district does not apply to leave taken: by one spouse to care for the other spouse who is seriously ill; to care for a child with a serious health condition; because of the employee's own serious health condition; or pursuant to Paragraph IV.A.1.e. above.

7. Depending on the type of leave, intermittent or reduced schedule leave may be granted in the discretion of the school district or when medically necessary. However, part-time employees are only eligible for a pro-rata portion of leave to be used on an intermittent or reduced schedule basis, based on their average hours worked per week. Where an intermittent or reduced schedule leave is foreseeable based on planned medical treatment, the school district may transfer the employee temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position, and which has equivalent pay and benefits.

8. If an employee requests a leave for the serious health condition of the

employee or the employee's spouse, child, or parent, the employee will be required to submit sufficient medical certification. In such a case, the employee must submit the medical certification within 15 days from the date of the request or as soon as practicable under the circumstances.

9. If the school district has reason to doubt the validity of a health care provider's certification, it may require a second opinion at the school district's expense. If the opinions of the first and second health care providers differ, the school district may require certification from a third health care provider at the school district's expense. An employee may also be required to present a certification from a health care provider indicating that the employee is able to return to work.
10. Requests for leave shall be made to the school district. When leave relates to an employee's spouse, son, daughter, parent, or covered servicemember being on covered active duty, or notified of an impending call or order to covered active duty pursuant to Paragraph IV.A.1.e. above, and such leave is foreseeable, the employee shall provide reasonable and practical notice to the school district of the need for leave. For all other leaves, employees must give 30 days' written notice of a leave of absence where practicable. The failure to provide the required notice may result in a delay of the requested leave. Employees are expected to make a reasonable effort to schedule leaves resulting from planned medical treatment so as not to disrupt unduly the operations of the school district, subject to and in coordination with the health care provider.
11. The school district may require that a request for leave under Paragraph IV.A.1.e. above be supported by a copy of the covered military member's active duty orders or other documentation issued by the military indicating active duty or a call to active duty status and the dates of active duty service. In addition, the school district may require the employee to provide sufficient certification supporting the qualifying exigency for which leave is requested.
12. During the period of a leave permitted under this policy, the school district will provide health insurance under its group health plan under the same conditions coverage would have been provided had the employee not taken the leave. The employee will be responsible for payment of the employee contribution to continue group health insurance coverage during the leave. An employee's failure to make necessary and timely contributions may result in termination of coverage. An employee who does not return to work after the leave may be required, in some situations, to reimburse the school district for the cost of the health plan premiums paid by it.
13. The school district may request or require the employee to substitute accrued paid leave for any part of the 12-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave. The superintendent shall be responsible to develop directives and guidelines as necessary to implement this policy. Such directives and guidelines shall be submitted to the school board for annual review.

The school district shall comply with written notice requirements as set forth in federal regulations.

14. Employees returning from a leave permitted under this policy are eligible for reinstatement in the same or an equivalent position as provided by law.

However, the employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the leave.

B. Twelve-week Leave under State Law

An employee who does not qualify for parenting leave under Paragraphs IV.A.1.a. or IV.A.1.b. above may qualify for a 12-week unpaid leave which is available to a biological or adoptive parent in conjunction with the birth or adoption of a child, or to a female employee for prenatal care or incapacity due to pregnancy, childbirth, or related health conditions. The length of the leave shall be determined by the employee but must not exceed 12 weeks unless agreed to by the school district. The employee may qualify if he or she has worked for the school district for at least 12 months and has worked an average number of hours per week equal to one-half of the full time equivalent during the 12-month period immediately preceding the leave. This leave is separate and exclusive of the family and medical leave described in the preceding paragraphs but may be reduced by any period of paid parental, disability, personal, or medical, or sick leave, or accrued vacation provided by the school district so that the total leave does not exceed 12 weeks, unless agreed to by the school district, or leave taken for the same purpose under the FMLA. The leave taken under this section shall begin at a time requested by the employee. An employee who plans to take leave under this section must give the school district reasonable notice of the date the leave shall commence and the estimated duration of the leave. For leave taken by a biological or adoptive parent in conjunction with the birth or adoption of a child, the leave must begin within 12 months of the birth or adoption; except that, in the case where the child must remain in the hospital longer than the mother, the leave must begin within 12 months after the child leaves the hospital.

C. Twenty-six-week Servicemember Family Military Leave

1. An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember shall be entitled to a total of 26 work weeks of leave during a 12-month period to care for the servicemember. The leave described in this paragraph shall be available only during a single 12-month period. For purposes of this leave, the need to care for a servicemember includes both physical and psychological care.
2. During a single 12-month period, an employee shall be entitled to a combined total of 26 work weeks of leave under Paragraphs IV.A. and IV.C. above.
3. The 12-month period referred to in this section begins on the first day the eligible employee takes leave to care for a covered servicemember and ends 12 months after that date.
4. Eligible spouses employed by the school district are limited to an aggregate of 26 weeks of leave during any 12-month period if leave is taken for birth of the employee's child or to care for the child after birth; for placement of a child with the employee for adoption or foster care or to care for the child after placement; to care for the employee's parent with a serious health condition; or to care for a covered servicemember with a serious injury or illness.
5. The school district may request or require the employee to substitute accrued paid leave for any part of the 26-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave.

6. An employee will be required to submit sufficient medical certification issued by the health care provider of the covered servicemember and other information in support of requested leave and eligibility for such leave under this section within 15 days from the date of the request or as soon as practicable under the circumstances.
7. The provisions of Paragraphs IV.A.7., IV.A.10., IV.A.12., IV.A.13., and IV.A.14. above shall apply to leaves under this section.

~~V. SPECIAL RULES FOR INSTRUCTIONAL EMPLOYEES~~

- ~~A. An instructional employee is one whose principal function is to teach and instruct students in a class, a small group, or an individual setting. This includes, but is not limited to, teachers, coaches, driver's education instructors, and special education assistants.~~
- ~~B. Instructional employees who request foreseeable medically necessary intermittent or reduced work schedule leave greater than 20 percent of the workdays in the leave period may be required to:

 - ~~1. take leave for the entire period or periods of the planned medical treatment; or~~
 - ~~2. move to an available alternative position for which the employee is qualified, and which provides equivalent pay and benefits, but not necessarily equivalent duties.~~~~
- ~~C. Instructional employees who request continuous leave near the end of a semester may be required to extend the leave through the end of the semester. The number of weeks remaining before the end of a semester does not include scheduled school breaks, such as summer, winter, or spring break.

 - ~~1. If an instructional employee begins leave for any purpose more than five weeks before the end of a semester and it is likely the leave will last at least three weeks, the school district may require that the leave be continued until the end of the semester.~~
 - ~~2. If the instructional employee begins leave for a purpose other than the employee's own serious health condition during the last five weeks of a semester, the school district may require that the leave be continued until the end of the semester if the leave will last more than two weeks or if the employee's return from leave would occur during the last two weeks of the semester.~~
 - ~~3. If the instructional employee begins leave for a purpose other than the employee's own serious health condition during the last three weeks of the semester and the leave will last more than five working days, the school district may require the employee to continue taking leave until the end of the semester.~~
 - ~~4. If the school district requires an instructional employee to extend leave through the end of a semester as set forth in this paragraph, only the period of leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement. Any additional leave required by the school district to the end of the school term is not counted as FMLA leave but as an unpaid or paid leave, to the extent the instructional employee has accrued paid leave available and the school district shall maintain the employee's group health insurance and restore the employee to the same or~~~~

~~equivalent job, including other benefits, at the conclusion of the leave.~~

~~VI~~ V. OTHER

- A. The provisions of this policy are intended to comply with applicable law, including the FMLA and applicable regulations. Any terms used from the FMLA will have the same meaning as defined by the FMLA and/or applicable regulations. To the extent that this policy is ambiguous or contradicts applicable law, the language of the applicable law will prevail.
- B. The requirements stated in the collective bargaining agreement between employees in a certified collective bargaining unit and the school district regarding family and medical leaves (if any) shall be followed.

~~VII~~ VI. DISSEMINATION OF POLICY

- A. A poster prepared by the U.S. Department of Labor summarizing the major provisions of the Family and Medical Leave Act and informing employees how to file a complaint shall be conspicuously posted in each school district building in areas accessible to employees and applicants for employment.
- B. This policy will be reviewed at least annually for compliance with state and federal law.

Legal References: Minn. Stat. §§ 181.940-181.944 (Parenting Leave and Accommodations)
 10 U.S.C. § 101 *et seq.* (Armed Forces General Military Law)
 29 U.S.C. § 2601 *et seq.* (Family and Medical Leave Act)
 38 U.S.C. § 101 (Definitions)
 29 C.F.R. Part 825 (Family and Medical Leave Act)

Cross References: MSBA School Law Bulletin "M" (Licensed and Non-Licensed School District Employee Leave)

To Replace Policy 4111
 First Reading: 12-20-22

~~4111 — FAMILY AND MEDICAL LEAVE ACT POLICY~~

~~The Family and Medical Leave Act of 1993 (FMLA) provides for up to 12 weeks of job-protected leave to eligible employees for certain family and medical reasons. The purpose of this policy is to provide guidelines for implementation of the FMLA. Terms used in this policy are intended to have the meaning set forth in the FMLA and accompanying U.S. Department of Labor regulations. Any aspect of FMLA leave not specifically addressed in this policy shall be handled in accordance with the FMLA and accompanying U.S. Department of Labor regulations and applicable policies of the Employer.~~

~~An employee must meet the following requirements to be eligible for FMLA leave:~~

- ~~1. The employee must have worked for the Employer for at least 12 months; and~~
- ~~2. The employee must have worked at least 1,250 hours during the 12 months immediately preceding the request.~~

~~FMLA leave may be requested for the following reasons:~~

- ~~1. For the birth of a child, and to care for the newborn child;~~
- ~~2. For the placement with the employee of a child for adoption or foster care;~~
- ~~3. To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or~~
- ~~4. For a serious health condition that makes the employee unable to perform the essential functions of the employee's job.~~

~~Eligibility for FMLA leave for birth or placement of a child expires 12 months after the birth or placement of the child. Circumstances may require that leave for the birth of a child, or for placement for adoption or foster care, commence prior to actual birth or placement.~~

~~An eligible employee may qualify for up to 12 weeks of FMLA leave in any 12 month period. From the 12 week maximum, any FMLA leave which the employee has taken during the 12 months preceding commencement of the requested leave will be subtracted to determine the maximum leave for which the employee may be eligible presently.~~

~~In accordance with the FMLA, the Employer may require that an instructional employee's FMLA leave continue until the end of the academic semester under circumstances where the employee would otherwise be returning from leave near the end of the academic semester.~~

~~When FMLA leave is taken to care for a spouse, son or daughter, or parent, with a serious health condition, or for an employee's own serious health condition, leave may be taken intermittently or on a reduced schedule if shown to be "medically necessary". Where leave is taken for the birth or placement of a child for adoption or foster care, leave may be taken on an intermittent or reduced leave schedule only if the Employer agrees.~~

~~If an eligible instructional employee requests intermittent leave or leave on a reduced leave schedule to care for a family member, or for the employee's own serious health condition, which is foreseeable based on planned medical treatment, and the employee would be on leave for more than 20 percent of the total number of working days over the period the~~

~~leave would extend, the employer may require the employee to choose either to:~~

- ~~1. Take leave for a period or periods of a fixed duration, not greater than the duration of the planned treatment; or~~
- ~~2. Transfer temporarily to an available alternate position for which the employee is qualified, which has equivalent pay and benefits and which better accommodates recurring periods of leave than does the employee's regular position.~~

~~"Periods of a particular duration" means a block, or blocks, of time beginning no earlier than the first day for which leave is needed and ending no later than the last day on which leave is needed, and may include an uninterrupted period of leave.~~

Unpaid Leave

~~Generally FMLA leave is unpaid. However, an employee shall substitute accumulated paid sick leave for a portion of the FMLA leave in any situation where the employee would normally be allowed to use sick leave. An employee shall also substitute accumulated personal leave for a portion of the FMLA leave.~~

~~Minnesota law allows for unpaid parental leave and for use of paid sick leave to care for dependent family members under certain circumstances. These leaves remain available under FMLA but do not extend the maximum FMLA leave for which an employee is eligible.~~

Authorization

~~An eligible employee must ordinarily provide the Employer with 30 days advance notice when the FMLA leave is foreseeable. If 30 days advance notice is not possible, the employee will be required to give the Employer notice as soon as practical which shall normally be within two business days after the employee learns of the need for the leave. The Employer reserves the right to deny a leave request absent timely advance notice. The employee must attempt to schedule foreseeable FMLA leave so as not to unduly disrupt the Employer's operations.~~

~~An employee requesting leave shall provide to the Employer, in writing, the proposed date the leave is to commence, the approximate duration of the leave, and the qualifying reason (s) for the leave. The Employer will normally require medical certification to support a FMLA leave request either to care for an employee's seriously ill family member or because of the employee's serious health condition. The medical certification shall be provided to the Employer as soon as possible, and not more than 15 days later. The Employer reserves the right to require a second medical opinion at the Employer's expense, as allowed by the FMLA.~~

~~The Employer reserves the right to require the employee to provide recertification of the need for the leave every 30 days. Recertification may also be required sooner than every 30 days if (1) the employee requests an extension of the leave; (2) there are changed circumstances regarding the nature of the medical condition; (3) the Employer receives information casting doubt on the continued validity of the most recent certification. The Employer may request a medical fitness-for-duty report upon the employee's return to work.~~

Benefit Continuation

~~During an approved FMLA leave, the employee and dependent health and dental insurance coverage (if any) shall be maintained on the same basis as coverage would have been provided if employee had been continuously employed during the entire leave period. Employees who receive partial employer contribution must continue to pay their portion of the premium in order to retain this coverage. If an employee fails to make their premium payment, the employee will lose coverage and will not be covered for any claims which may have occurred while on FMLA leave. However, an employee may voluntarily choose not to pay the premium and thus not retain these coverages. The coverages will be reinstated upon the employee's return to work.~~

~~An employee on FMLA leave may also continue other insurance coverages which the employee had in effect through the Employer prior to going on FMLA leave. The employee will be required to pay the full cost of the premium.~~

~~The Employer's obligation to maintain health and dental insurance benefits ceases if and when the employee informs the Employer of the employee's intent not to return from leave; if the employee fails to return from leave, thereby terminating employment; or if the employee exhausts the employee's FMLA leave entitlement. In some of these situations, employees may be entitled by law to continue their health care coverage at their own expense.~~

Return to Work

~~An employee returning from FMLA leave of longer than one month must notify the Employer at least two weeks prior to return from leave.~~

~~An employee returning from FMLA leave shall be entitled to be restored to the same position and shift that the employee held when the FMLA leave began, or to an equivalent position and shift with equivalent benefits, pay and other terms and conditions of employment. Benefits of employment and seniority will be resumed at the same level and in the same manner as were provided at the time the leave began. Any increases in pay or changes in benefits that are not dependent upon seniority or accrual during the leave period also must be made effective upon the employee's return to work. However, an employee on FMLA leave shall not be entitled to benefit or seniority accrual during the leave except as may be required by the employee's collective bargaining agreement.~~

Failure to Return to Work

~~If an employee on FMLA leave decides not to return to work, the employee shall notify the Employer as soon as it is foreseeable that the employee will not be returning to work.~~

~~If an employee does not return to work for reasons beyond the employee's control or because the employee has a serious health condition which prevents the employee from returning to work, then the employee will not be required to repay health insurance~~

~~premiums paid by the Employer during the FMLA leave. If the employee does not return to work for any other reason, then the employee will be required to repay the Employer for those premiums.~~

~~An employee who chooses not to return to work or is unable to return to work shall be considered to have voluntarily resigned.~~

~~Adopted: 01-23-1996 ISD 709~~

HR / Business Services Committee

Duluth Public Schools, ISD 709

Agenda

Tuesday, January 10, 2023

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 2
 - B. **Business Services**
 - 1) Finance Department Report - Verbal
 - 2) Enrollment Report 4
 - 3) Child Nutrition Department Report 6
 - 4) Facilities Department Report 7
 - 5) Technology Department Report 8
 - 6) Transportation Department Report 9
3. **Recommended Resolutions**
 - A. B-1-23-3944 - Acceptance of Donations to Duluth Public Schools 10
 - B. B-1-23-3945 - Acceptance of Grant Awards to Duluth Public Schools 13
4. **Consent Agenda**
 - A. HR Staffing Report 15
 - B. Finances
 - 1) Financial Report 16
 - 2) Fundraisers 17
 - C. Bids, RFPs, and Quotes - None
 - D. Contracts, Change Orders and Leases
 - 1) Change Order - CO #2 Congdon Park ES Masonry & Window Restoration - MRJ Consultants LLC 18
5. **Miscellaneous Informational Items (no action required)**
 - A. District Properties Update 21
 - B. Expenditure Contracts 26
 - C. No Cost Contracts - None
 - D. Revenue Contracts 52
 - E. Grant Applications 69
 - F. Change Orders Signed - None

Human Resources Report Summary January 2023 Activities

Staffing Updates:

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

	Certified	Non-Certified
# New Hires	3	6
# Retirements	1	0
# Resignations	1	2
# Leave of Absences	1	1

HR Department Updates:

The HR team has hired a new Human Resources Assistant to support Benefits. Joe Perich started on Monday, January 9, 2022. Joe comes to us with experience from Genesee Lake School in Oconomowoc, WI and has recently been a Volunteer Site Coordinator with the Adventure Club at Lowell Elementary School. We continue to search for a replacement for the HR Manager position.

HR Staff worked through process mapping related to leaves of absences, payroll processing, and Skyward reporting in December to find additional system improvements and efficiencies. The team continues to address quick wins on process improvements while engaging in long-term change discussions.

Our HRIS team will continue to work with sites in January with the goal of getting all paraprofessionals on electronic timesheets.

Benefits Updates:

The Benefits team has just completed Non-Discrimination testing which was due December 31, 2022. The next compliance item is the Affordable Care Act Reporting process which is due at the end of February. There are two retirement sessions in January- the next is on January 12, 2023 and we have 18 employees signed up to attend.

Hiring Updates: (as of Friday, January 6, 2023)**Licensed:**

Teachers, Adult Basic Education (1)
 Teachers, District Wide (2)
 Teachers, Elementary (3)
 Teachers, High School (3)
 Teachers, Middle School (4)
 Teachers, Special Education (3)

Non-Licensed:

Activities/Athletics (1)
 Administrative/Management (1)
 Child Nutrition (13)
 Maintenance/Transportation (10)
School Custodian (20)
Engineer II (1)
Auto Mechanic (2)
Bus Helper (1)
Second Shift Engineer (1)
School Bus Driver (4)
 Playground/Cafeteria Monitor (8)

Paraprofessionals (23)

American Indian Home School Liaison (1)

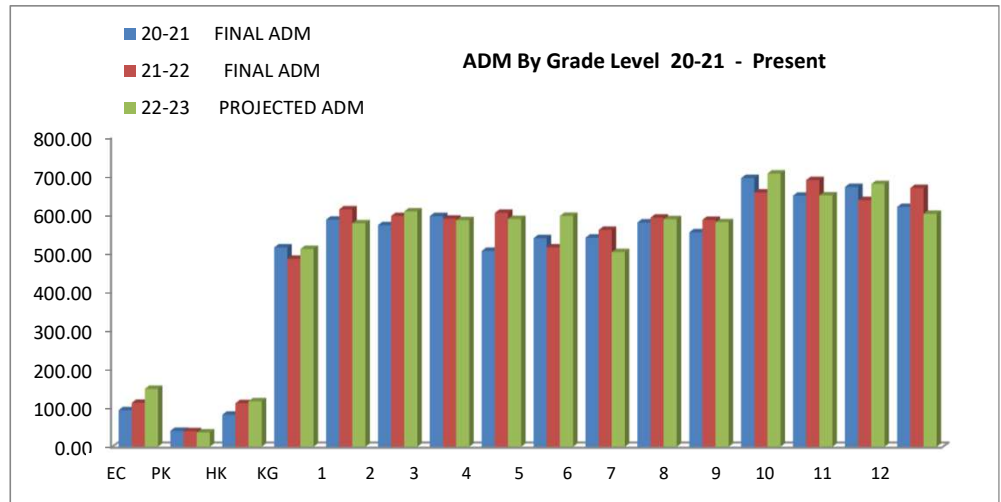
Duluth Pre-School Program Paraprofessional (1)
Early Childhood SpEd Paraprofessional (1)
Instructional Paraprofessional (1)
Job Coach (1)
Licensed Sign Language Interpreter (2)
Mental Health Practitioner (1)
Paraprofessional, ECFE (1)
SpEd Building Wide Paraprofessional (2)
SpEd Program Paraprofessional (4)
SpEd Student Specific Setting III Paraprofessional (5)
Supervisory Paraprofessional (3)

**Duluth Public Schools Projected Average Daily Membership (ADM) Report
JANUARY 2023**

Grade	Total Number of Enrollments	Unique Student Count	Current Enrollments	Projected ADM	Budgeted ADM	Enrollments /ADM	ADM /Student
EC	536	398	335	150.91	102.00	3.55	0.38
PK	56	49	59	37.11	42.65	1.51	0.76
HK	136	117	114	118.67	90.00	1.13	1.02
KG	551	502	516	512.83	522.00	1.09	1.01
1	713	626	583	578.79	605.00	1.24	0.92
2	743	657	614	609.56	602.00	1.23	0.92
3	693	632	591.15	586.88	586.00	1.19	0.92
4	719	649	602	590.13	585.00	1.22	0.91
5	695	649	610	597.97	604.00	1.16	0.92
6	642	566	514.75	504.60	509.00	1.27	0.89
7	748	646	602.3	589.59	559.00	1.28	0.91
8	765	653	594.3	581.76	585.00	1.32	0.89
9	1109	794	735.06	707.13	648.00	1.56	0.90
10	1297	776	676.36	650.66	650.00	1.98	0.85
11	1424	837	707.16	680.29	680.00	2.08	0.82
12	1504	913	627.19	603.36	625.00	2.47	0.67
PS	291	210					
Total:	12331	9464	8481.27	8100.26	7994.65	1.52	0.86

+proj-budg> 105.61

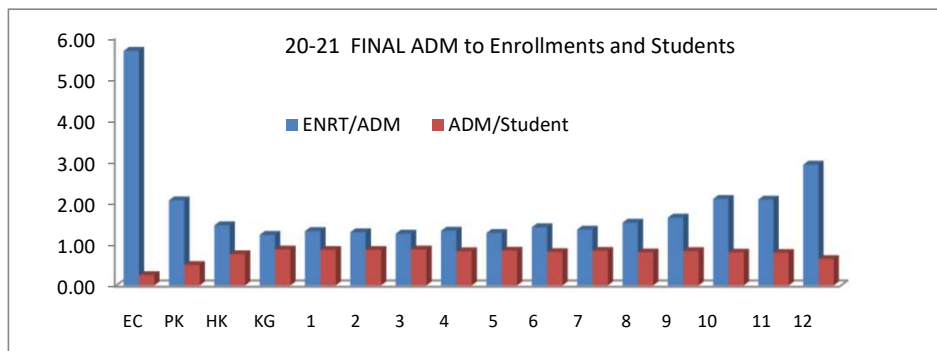
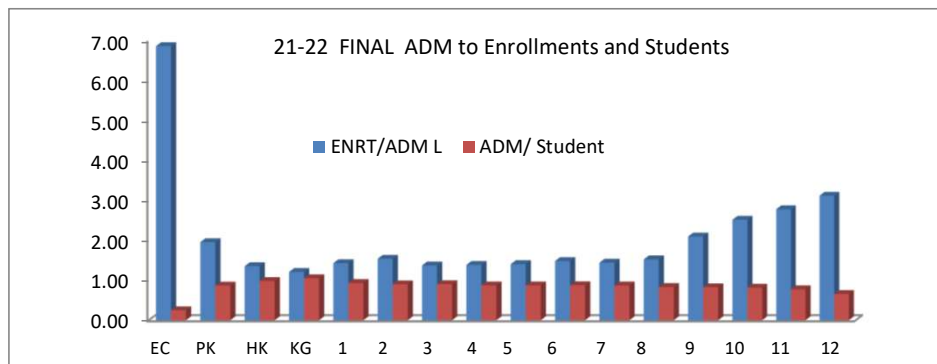
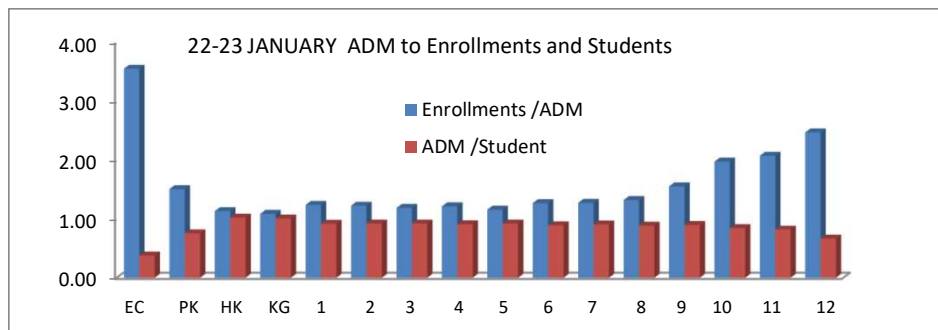
GRADE	20-21 OCT 1 Count	20-21 FINAL ADM	21-22 Oct 1 Count	21-22 FINAL ADM	Oct 1 Cnt To Prev Yr	22-23 Oct 1 Count	22-23 PROJECTED
EC	186	95.45	156	114.57	-41.43	205	150.91
PK	68	41.58	70	40.57	-29.43	51	37.11
HK	77	83.52	101	113.54	12.54	109	118.67
KG	520	516.69	502	487.64	-14.36	524	512.83
1	596	588.40	616	614.82	-1.18	589	578.79
2	582	574.16	593	597.78	4.78	610	609.56
3	617	597.62	603	590.84	-12.16	592	586.88
4	523	507.84	621	605.84	-15.16	598	590.13
5	558	540.73	527	516.78	-10.22	600	597.97
6	576	542.05	577	561.90	-15.10	516	504.60
7	586	581.07	604	593.59	-10.41	598	589.59
8	576	555.74	601	587.95	-13.05	600	581.76
9	723	695.44	687	658.15	-28.85	732	707.13
10	680	650.09	717	690.45	-26.55	700	650.66
11	734	672.61	680	638.94	-41.06	753	680.29
12	756	621.11	832	669.75	-162.25	789	603.36
Total:	8358	7864.10	8487	8083.11	-403.89	8566	8100.26



**Duluth Public Schools: Enrollments, Students and Projected Average Daily Membership (ADM)
JANUARY 2023**

Grade	Total Number of Enrollments	Unique Student Count	Current Enrollments	Projected ADM	Budgeted ADM	Enrollments /ADM	ADM /Student
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PS	291	210					
Total:	12331	9464	8481.27	8100.26	7994.65	1.52	0.86

+proj-budg> 105.61



Child Nutrition Report

December 2022

Week of:	Breakfast 12/1/2022	Lunch 12/1/2022	Breakfast 12/5/2022	Lunch 12/5/2022	Breakfast 12/12/2022	Lunch 12/12/2022	Breakfast 12/19/2022	Lunch 12/19/2022	Breakfast	Lunch	Monthly B	Monthly L	Average Daily Breakfast	Average Daily Lunch
Congdon	86	581	231	1337	98	572	162	1145			577	3635	44	280
Denfeld	383	1016	983	2461	384	1019	757	1912			2507	6408	193	493
Harbor City								849			0	849	0	65
East High	439	822	1226	2156	441	926	856	1687			2962	5591	228	430
Homecroft	236	522	618	1303	245	520	455	1075			1554	3420	120	263
Lakewood	97	290	262	719	98	272	179	594			636	1875	49	144
Lester Park	344	690	809	1719	309	731	600	1414			2062	4554	159	350
Lincoln park	271	716	681	1843	263	760	509	1442			1724	4761	133	366
Lowell	520	865	1326	2065	529	802	971	1760			3346	5492	257	422
Laura Macart	348	438	1006	1178	390	471	727	916			2471	3003	190	231
Myers-Wilkin:	407	525	947	1275	352	507	646	921			2352	3228	181	248
Ordean/East	255	1161	690	2918	273	1210	539	2310			1757	7599	135	585
Piedmont	545	616	1358	1626	541	662	1025	1294			3469	4198	267	323
Rockridge	37	55	127	155	20	30	89	87			273	327	21	25
Stowe	313	327	811	811	314	298	610	662			2048	2098	158	161
ALC	26	59	46	92	25	63	29	56			126	270	11	25
	2 days	2 days	5 days	5 days	2 days	2 days	4 days	4 days						
	1 ALC	1 ALC	4 days	3 days	alc 2 days	alc 2 days	alc 4 day	alc 4 days						
	4307	8683	11121	21658	4282	8843	8154	18124	0	0	27864	57308	2145	4412
Denfeld Supp	Mon-thurs											0	TOTAL	
Daily average														

Afterschool Supper Meals Denfeld Highschool

Staffing and program coordination is in place to begin this program on 1/4/23.

Facilities Management & Capital Project Status Report December 2022

Facilities Management – Maintenance and Operations - General

- In the past month, the Facilities maintenance crews have completed 288 work orders and are currently working on 418 open work orders.

Capital Construction

- Denfeld tower work is almost complete. The spire and finial are all that is left to fabricate and install..
- Denfeld SPED bathroom is complete.
- FY24 OEMS Turf submittals are being reviewed.
- FY24 Congdon playground construction is being designed to bid early 2023.
- Ongoing Discussion with Legal Representation
 - PSS Track Lane 1 Ponding Remediation is ongoing.
- Construction Tasks “On The Hill”
 - Final tasks are ongoing in the existing Facilities building which is close to complete.
 - Interior work is starting/ongoing at the DSC and Transportation Building.
 - CHS has been removed.

Building Operations

- With many vacancies, our Operations staff have been performing an excellent job of cleaning, and the buildings are looking as good as could be expected.
- Much extra effort has been given over the holidays to further improve the level of cleanliness.
- There are 21 vacancies in the Facilities Operations that we are working hard as well as need to fill.

Health, Safety & Environmental Management

- Auto lifts, vertical lifts, forklifts, and overhead lifts inspected - some minor repairs coming in the next month or two
- Gym repairs completed in December - Lowell, LPMS, OEMS, and EHS
- 6 month asbestos checks complete - no notable changes

Workers’ Compensation Activities

December 2022

- First report of incidents:----- 8
- OSHA recordable incidents:----- 1
- Days away from work:----- 1
- Days of restricted work:----- 0

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






- First report of incidents:----- 166
- OSHA recordable incidents:----- 21
- Days away from work:----- 124
- Days of restricted work:----- 338

Technology Department - December Report (12/1 - 12/31)







191

- **Cybersecurity**

- Google Security
 - Gmail

- 1.1M Emails Messages Accepted/Delivered 
 - 1.2M were identified as Spam 
 - 4.2K were identified as Phishing 
 - 47 were identified having a suspicious attachments 
 - 7.5 were identified as Spoofing 
 - 0 emails were identified as Malware

- Account Information

- 10,882 Active Accounts 
- 24.34TB of storage 
- 326.3K Files shared externally 
- 401 Suspicious login attempts 
- 972 Failed user login attempts 
- 14 Data Loss Prevention (DLP) policy High Severity Incidents that were blocked 

- **E-Rate RFP/Bid**

- E-Rate Bid-1308 Network Infrastructure (network switches) was posted on the FCC USAC E-Rate website with an opening on Tuesday, January 24, 2023

- **Technology Help Desk Tickets**

- 262 New Technology Support Tickets Created
- 272 Tickets were resolved
- 190 Tickets remain unresolved

- **Projects**

- Cybersecurity
 - Continue working on security vulnerabilities that have been identified by Arctic Wolf monitoring services.
 - The December Infosec IQ Phishing Campaign phish rate was 32.6%
 - Within the next several months we will schedule and have the following two technology audits done:
 - Network Security Assessment - Cyber Insurance requirement
 - Authenticated security scan
 - Internal vulnerability scan
 - Microsoft AD security and password audit
 - Penetration testing
 - Google for Education Audit -
<https://www.cdwg.com/content/cdwg/en/services/education/google-audit.html>
- DSC, Facilities and Transportation
 - Working with contractors and vendors to make sure we have all the technology equipment and services for the new buildings
- Blended Learning 1 to 1 Initiative
 - Continue to work with Benson Electric to install additional wireless Access Points (APs) to support our student and staff Chromebooks in our buildings

87

Transportation Report December 2022 Activities

192

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.

We continue to await the arrival of our two new buses which are expected to be delivered in March.

We are transitioning to using Traversa for routing. Implementation is expected in February. Transportation currently uses Versatrans for routing. Our department continues to navigate daily changes in routing per school requests.

There are daily changes on a total of 434 individual routes (routing, day changes, time changes, etc.).

Staffing (comments and concerns)

- In December we had a long-time driver retire which brings us to a no extra drivers and one helper short
- Glenn Tjaden was hired on as a mechanic which opens another driver spot.
- Steve Johnson is now gone and no replacement as of this writing

Bus Maintenance

- Scheduled maintenance has begun again with Glenn on the fleet.
- Jump starts have occurred on a few occasions with the early cold weather.
- Gen maintenance has also begun with having a mechanic again.
- Glenn is only able to work on busses between his route coverage at this time

The average fleet age is 7.5 years. Current average mileage is now over 76,000 (goal is 50,000 – 60,000).

Steve Johnson started training me in some of my responsibilities but left before much was accomplished. Steve was also training Deb P. to train new drivers but also did not finish. So, we currently we have no one to do training, but Voyageur has agreed to help if we need it.

RESOLUTION

Acceptance of Donations to Duluth Public Schools

193

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

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

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

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

SCHOOL	DONOR	AMOUNT	RESTRICTION	COMMENTS
Denfeld HS	Kathleen Hein	In-kind		2012 Kia Soul donated needing an engine, estimated cost to repair exceeds value of car, students will repair and auction car or it will be scrapped. Scrap value is about \$250.00
Denfeld HS	Dick Swanson Golf Tournament	\$500.00	Denfeld Softball	
Denfeld HS and East HS	American Online Giving Foundation	\$497.13	Duluth 709 Baseball	This donation will be split 50/50 with Denfeld and East HS
Head Start	Jane Killough	\$50.00	Duluth Head Start	
Lowell ES	Geoffrey Witrak	In-kind	Lowell ES	Donor provided nearly \$2,500 worth of school supplies and materials to Lowell.
Lester Park ES	Laverne & Mari Wagner	\$200.00	5th Grade Wolf Ridge Trip	In memory of Patrick Wagner
Laura MacArthur ES	David & Kelly Bolgrien	In-kind	Laura MacArthur ES	
Stowe ES	Bethany Community Church	In-kind		Hats, mittens, scarves
Stowe ES	Amy Rahja	In-kind	Hats for kids	
Lakewood ES	Michael Henderson	%500 + matching donation	5th Grade Wolf Ridge	
Districtwide	Grandma's Marathon	In-kind		7 boxes of Grandma's Marathon T Shirts. These were sent to schools for their use.
Lincoln Park MS	Sixth Judicial District Public Defender's Office	\$1,520.00 cash and a \$100.00 gift card	Healthy Kids - Community Schools	
Congdon ES	Big Life Team	In-kind		17 winter hats and 20 pairs of gloves/mittens

Congdon ES	Boy Scouts of America (Clark Garthwait)	In-kind		Popcorn	194
Homecroft ES	Suzanne Rauvola	\$50.00	Use funds to pay off lunch debt for students in need		
Area Learning Center	A&L Properties	In-kind	ALC Student Holiday Auction	Amazon: Craftsman Home Tool Kit	
Area Learning Center	Jessica Hehir	In-kind	ALC Student Holiday Auction	Pure Romance Bath Set/Lotions, Handmade Scarf	
Area Learning Center	Paula Williams	In-kind	ALC Student Holiday Auction	2 throw pillows, 2 4-piece dish sets, 2-piece candle set	
Area Learning Center	Timothy Nelson	In-kind	ALC Student Holiday Auction	POP figures x 3	
Area Learning Center	A&L Properties	In-kind	ALC Student Holiday Auction	Amazon gift worth \$25	
Area Learning Center	Anonymous	In-kind	ALC Student Holiday Auction	5 pair of socks, 5 over-sized candy bars, 8 cases of Star Wars soap, Superman Toy, 6 custom T-shirts	
Area Learning Center	Pizza Luce	\$25.00	ALC Student Holiday Auction	Gift Card	
Area Learning Center	Timothy Nelson	In-kind	ALC Student Holiday Auction	Drawing supplies/sketch book and pens	
Area Learning Center	Timothy Nelson	In-kind	ALC Student Holiday Auction	Lego Batman set	
Area Learning Center	Timothy Nelson	In-kind	ALC Student Holiday Auction	Sunflower canvas print	
Area Learning Center	Timothy Nelson	In-kind	ALC Student Holiday Auction	Towels decorative	
Area Learning Center	Timothy Nelson	In-kind	ALC Student Holiday Auction	Bracelet	
Area Learning Center	Timothy Nelson	In-kind	ALC Student Holiday Auction	Mug	
Area Learning Center	A&L Properties	In-kind	ALC Student Holiday Auction	Squishmallow x 3	
Area Learning Center	A&L Properties	In-kind	ALC Student Holiday Auction	Wilson Basketball x 2	
Area Learning Center	A&L Properties	In-kind	ALC Student	Daybetter LED light strip	90

			Holiday Auction	195
Area Learning Center	A&L Properties	In-kind	ALC Student Holiday Auction	Comfee microwave
Area Learning Center	A&L Properties	In-kind	ALC Student Holiday Auction	Mind-glowing 3D Galaxy Lamp x 2
Area Learning Center	Anonymous	In-kind	ALC Student Holiday Auction	H&B 72 piece art pencil set
Area Learning Center	Anonymous	In-kind	ALC Student Holiday Auction	Kookin LED light up mirror
Area Learning Center	Cheryl Rossi	\$200.00	ALC Student Holiday Auction	Amazon Gift cards totaling \$200
Area Learning Center	A&L Properties	In-kind	ALC Student Holiday Auction	Wilson Football x 2
Area Learning Center	A&L Properties	In-kind	ALC Student Holiday Auction	Q Naturals Black Soap
Area Learning Center	A&L Properties	In-kind	ALC Student Holiday Auction	21-piece watercolor brush
Area Learning Center	A&L Properties	In-kind	ALC Student Holiday Auction	DIY Macrame Wall Kit
Area Learning Center	A&L Properties	In-kind	ALC Student Holiday Auction	Neasow Bohemian Tapestry
Area Learning Center	A&L Properties	In-kind	ALC Student Holiday Auction	Acinaci Gaming Headset
Area Learning Center	A&L Properties	In-kind	ALC Student Holiday Auction	Carhartt's Cuffed hat x 2
Area Learning Center	A&L Properties	In-kind	ALC Student Holiday Auction	Tapestry Tree of Life Wall Hanging
Area Learning Center	A&L Properties	In-kind	ALC Student Holiday Auction	Hanging Photo Display Macrame
Area Learning Center	A&L Properties	In-kind	ALC Student Holiday Auction	Photo Hanging Clips String

RESOLUTION

Acceptance of Grant Awards to Duluth Public Schools

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

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

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

BE IT FURTHER RESOLVED that the Duluth Public Schools wishes to extend its grateful appreciation to this organization.

Organization	Authors or Contacts	School	Award Amount	Terms
Minnesota Power	Becky Gamache/ Preschool	District Wide	\$1,555.00	To purchase 5 years' worth of books for our fall & spring home visits
Higher Pathways Grant	Amanda Horton/American Indian Homeschool Liaison	District Wide	\$3000.00	College and Career Readiness for AI students
Sand County Foundation's Pollinator Habitat Grant	Sonja Hakanson/ Teacher	East HS	\$750.00	To grow seeds and plant a pollinator garden at East.
MN State Colleges and Universities	Kimberly Olson / Teacher	East & Denfeld	\$5,000	For newly updated books to keep in compliance with Lake Superior College and the new COVID curriculum and diversity standards.

MN Dept of Transportation Safe Routes to School	Kathi Kursch Marshall / Principal	Congdon Park Elementary	\$45,000	Safe Route to School Plan
MN Agricultural Education Leadership Council	Sonja Hakanson/East HS Teacher	East HS	\$6,264	Purchase classroom equipment needed for CASE AFNR Curriculum

Track Date	Item Code	Full Name	Notes	Eff Beg Dt	Eff End Dt	
01/17/2023	CAPP	DINGLER, ALLISON R	Dingler, Allison R	TEMP ENGLISH AS A SECOND LANGUAGE/DW, (MA) IV STEP 9	01/03/2023	
01/17/2023	CAPP	SCHMIDT, AMANDA L	Schmidt, Amanda L	SPEC ED B-6/DW, (MA) 9, E SZFLARSKI	01/03/2023	
01/17/2023	CAPP	STEWART, OLIVIA M	Stewart, Olivia M	LTS GRADE 5/LAURA MACARTHUR, (BA) STEP 2, A METZER	12/20/2022	
01/17/2023	CLOA	ACHTERHOFF, STACEY E	Achterhoff, Stacey E	READING INTERVENTIONIST/MYERS WILKINS/MID-CAREER	01/20/2023	01/20/2026
01/17/2023	CRES	SZAFIARSKI, ERICA E	Szaflarski, Erica E	ECSE TEACHER/DW	12/14/2022	
01/17/2023	CRET	MLYNARCZYK, HEIDI F	Mlynarczyk, Heidi F	READING INTERVENTIONIST/HOMECROFT	06/09/2023	
01/17/2023	CTIN	BACZKIEWICZ, ELIZABETH A	Bacziewicz, Elizabeth A	READING INTERVENTIONIST/MYERS-WILKINS, 1/6 OVERLOAD	01/03/2023	02/28/2023
01/17/2023	CTIN	FRISCHMANN, BREELYNN E	Frischmann, Breelynn E	SPEC ED SOCIAL WORKER/MYERS-WILKINS, 1/6 OVERLOAD	01/03/2023	02/28/2023
01/17/2023	CTIN	KOLQUIST, JULIE A	Kolquist, Julie A	SPEC ED/MERRITT CREEK, 1/6 OVERLOAD	12/01/2022	06/09/2023
01/17/2023	CTIN	STOKES, HANNAH P	Stokes, Hannah P	SPEC ED SOCIAL WORKER/MYERS-WILKINS, 1/6 OVERLOAD	01/03/2023	02/28/2023
01/17/2023	NAPP	FAHERTY, LAUREN M	Faherty, Lauren M	OFF SUPPORT SPEC/DENFELD, 23/40WKS, \$18.16/HR	12/27/2022	
01/17/2023	NAPP	LAPLANTE, LINDSAY A	LaPlante, Lindsay A	TEMP SPECIAL ED PARA/LESTER PARK, 31.25/38WKS, \$17.77/HR	01/03/2023	
01/17/2023	NAPP	SPOONER, EMMA C	Spooner, Emma C	INSTRUCTIONAL PARA/MYERS-WILKINS, 31.25/38WKS, \$16.18/HR	12/20/2022	
01/17/2023	NAPP	SWANSON, ASIA G	Swanson, Asia G	MENTAL HEALTH PRACTITIONER/DENFELD, 40/38WKS, \$24.88/HR	01/11/2023	
01/17/2023	NAPP	TUCKER, MACKENZIE K	Tucker, Mackenzie K	SUPERVISORY PARA/LINCOLN PARK, 23.75/38WKS, \$17.71/HR	12/08/2022	
01/17/2023	NAPP	UELAND, COREY A	Ueland, Corey A	CUSTODIAN 1 FLOAT/MYERS-WILKINS, 40/52WKS, \$16.15/HR	12/29/2022	
01/17/2023	NLOA	SMITH, JAMIE L	Smith, Jamie L	SUPERVISORY PARAPROFESSIONAL/DENFELD	12/13/2022	12/13/2023
01/17/2023	NRES	LITTLE, KATERI M	Little, Kateri M	MARSS COORDINATOR/UHG	01/03/2023	
01/17/2023	NRES	JOHNSON, STEVEN	Johnson, Steven	TRANSPORTATION MANAGER/TRANSPORTATION	01/17/2023	

**HR/BS Services Committee Monthly Fund Balance Report
Jan 10 2023 Committee Meeting**

Jan 10 2023 Board Meeting

1.6.23

REVENUES	22-23		22-23		22-23		22-23	
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDGET		RECEIVED TO YEAR TO DATE		RECEIVED ENCUMBERED	
	FUND	Jul-22	JULY 22-23	JULY 22-23	July - Sept	July -Sept	July- Sept	BUDGET BALANCE
General	1	\$ 107,743,537.86	\$ 107,813,250.73	\$ 107,813,250.73	\$ 35,771,520.23			\$ 72,041,730.50
Food Service	2	\$ 3,985,000.00	\$ 3,985,000.00	\$ 3,985,000.00	\$ 1,598,631.08	\$ 65.10		\$ 2,386,303.82
Transportation	3	\$ 5,900,000.00	\$ 5,900,000.00	\$ 5,900,000.00	\$ 1,429,618.56			\$ 4,470,381.44
Community Ed	4	\$ 8,114,000.00	\$ 8,114,000.00	\$ 8,114,000.00	\$ 2,784,367.11			\$ 5,329,632.89
Operating Captial	5	\$ 5,462,130.31	\$ 5,462,130.31	\$ 5,462,130.31	\$ 341,039.81	\$ -		\$ 5,121,090.50
Building Construction	6	\$ -	\$ -	\$ -				\$ -
Debt Service Fund	7	\$ 22,979,390.64	\$ 22,979,390.64	\$ 22,979,390.64	\$ 2,199,749.34			\$ 20,779,641.30
Trust Fund	8	\$ 258,575.00	\$ 258,575.00	\$ 258,575.00				\$ 258,575.00
Dental Insurance Fund	20	\$ 917,000.00	\$ 917,000.00	\$ 917,000.00	\$ 414,571.23	\$ -		\$ 502,428.77
Student Acitivity	79	\$ 236,006.00	\$ 236,006.00	\$ 236,006.00	\$ 129,389.77			\$ 106,616.23
REVENUE	TOTALS:	\$ 155,595,639.81	\$ 155,665,352.68	\$ 155,665,352.68	\$ 44,668,887.13	\$ -	\$ 65.10	\$ 110,996,400.45

EXPENSES	22-23		22-23		22-23		22-23	
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDGET		EXPENSES TO YEAR TO DATE		EXPENSES ENCUMBERED	
	FUND	Jul-22	JULY 22-23	JULY 22-23	July - Sept	July -Sept	July- Sept	BUDGET BALANCE
General	1	\$ 104,358,876.11	\$ 104,428,588.98	\$ 104,428,588.98	\$ 49,496,732.82	\$ 2,472,117.71		\$ 52,459,738.45
Food Service	2	\$ 4,427,346.56	\$ 4,427,346.56	\$ 4,427,346.56	\$ 1,776,894.98	\$ 1,103,787.10		\$ 1,546,664.48
Transportation	3	\$ 6,176,300.00	\$ 6,176,300.00	\$ 6,176,300.00	\$ 3,126,662.11	\$ 468,791.29		\$ 2,580,846.60
Community Ed	4	\$ 8,658,980.50	\$ 8,658,980.50	\$ 8,658,980.50	\$ 3,452,826.17	\$ 29,062.61		\$ 5,177,091.72
Operating Captial	5	\$ 8,394,018.57	\$ 8,394,018.57	\$ 8,394,018.57	\$ 2,118,283.41	\$ 1,181,549.74		\$ 5,094,185.42
Building Construction	6	\$ -	\$ -	\$ -	\$ 11,608,162.77	\$ 821,761.15		
Debt Service Fund	7	\$ 24,691,484.56	\$ 24,691,484.56	\$ 24,691,484.56	\$ 2,568,157.81			\$ 22,123,326.75
Trust Fund	8	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ -			\$ 250,000.00
Dental Insurance Fund	20	\$ 924,000.00	\$ 924,000.00	\$ 924,000.00	\$ 415,632.56			\$ 508,367.44
Student Acitivity	79	\$ 414,040.00	\$ 432,775.81	\$ 432,775.81	\$ 69,606.59	\$ 886.39		\$ 362,282.83
EXPENSE	TOTALS	\$ 158,295,046.30	\$ 170,813,418.90	\$ 170,813,418.90	\$ 74,632,959.22	\$ -	\$ 6,077,955.99	\$ 90,102,503.69

<u>Fin 160 ESSER III</u>	<u>Expenses</u>	<u>Fund 06 Build construction: Program 870</u>	<u>Expenses</u>	<u>Ex Curricular</u>	<u>Fund 01</u>
		debt serv payment/prof serv course 000/000	\$ 1,113,211.81	Program 298 Revenue	\$ 158,333.89
Program 030 Admin	\$ 27,825.00	admin owner pymnt course 800	\$ 6,747.53	Program 298 Expense	\$ 182,331.49
Program 108 Tech	\$ 1,859,828.53	admin design serv course 801	\$ 81,652.48		
Program 203 Elem	\$ 734,904.96	admin constru mgmt course 802	\$ 103,033.73		
Program 211 Secondary	\$ 228,602.75	admin commissions course 803	\$ 17,576.17		
Program 805 Operations	\$ 86,592.41	interior surf constr costs course 804	\$ 10,521,433.65		
Program 740 Pupil Engage	\$ 1,792.88	admin site services 805	\$ 153,144.83		
	\$ 2,939,546.53	long term lease 806	\$ 1,650.00		
			\$ 11,998,450.20		


**Fundraisers Reported
December 2022**

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

School	Organization Fundraising	Estimated Profit	Description of Fundraiser
Lester Park ES	School-wide	\$1,500.00	This is the 20th annual Giving Tree. Money raised pays for holiday trees and gifts for resident at the two hospitals and Ecumen Senior Living to bring cheer to those there over the holidays.

Memorandum

To: Ms. Jill Lofald / School Board Chair
Ms. Simone Zunich / CFO Executive Director of Business Services

From: Dave Spooner 
Manager of Facilities

Date: December 27, 2022

Re: CHANGE ORDER #2 - Congdon Park ES Masonry & Window Restoration – MRJ Consultants LLC.

School Board Approved LTFM FY21-22 Project

Attached is Change Order #2 for Congdon Park ES Masonry & Window Restoration Project – MRJ Consultants LLC.

The original contract sum for this work as defined was **\$32,400.00**. Change order #1 resulted in a new contract sum of **\$47,070.00**. Change order #2, which was related to the long timeframe for the project due to COVID delays and many additional trips for site observation is a sum of **\$4,680.00**, which will result in a new contract amount of **\$51,750.00**.

Recommendation:

I am recommending that Ms. Jill Lofald, School Board Chair, approve and sign Change Order #2 on behalf of the School Board with MRJ Consultants LLC., as authorized at the regular School Board Meeting on January 17, 2023.

The new contract sum for the work defined in the agreement with MRJ Consultants LLC., is **\$51,750.00**.

Attachments

MRJ Consultants, LLC

Roof and Building Exterior Solutions

December 28,2022

Mr. Dave Spooner
 ISD#709
 215 North 1st Avenue East
 Duluth, MN 55802

RE: 2020/2021/2022 Window and Masonry Restoration Project- Consultant request for additional fees #2. Bid #1293 LTFM 21-22

Dave,

As discussed, we are submitting this request for change order #2 to our professional services contract for the 2020/2021/2022 Window and Masonry Restoration Project at Congdon Park School.

On August 8,2019, MRJ Consultants provided a proposal to the District for Consultant design and construction observation services for the 2020 Masonry and Window Restoration Project for Congdon Park Elementary. The project proceeded smoothly during the 2020 Masonry tuckpointing phase of the project all work was fully completed prior to the start of the 2020/2021 school year. In March 2020, the COVID pandemic started, and it was decided to delay the Window replacement phase of the project until spring of 2021. As the pandemic continued and caused significant material and shipping delays, the project was delayed until the new windows arrived in February of 2022. There were also approval issues due to changes in the building permit process, code changes and approval delays.

The Window project was finally started in June 2022 with an anticipated completion date of August 30,2022. At the start of the project, St. Germain's Glass indicated that they would staff the project with a crew of 6 plus installers. As the project progressed throughout the summer, the contractor was only able to staff the project with 2 and on occasion, 3 personnel. Due to labor shortages in the industry. They also struggled with material delays and shortages with the sheet metal that was needed for fabricating the window flashings and trim. These issues resulted in the project to surpass the August 30,2022 completion date and essential window installation was not completed until November 29,2022. At this time, we have been informed that the Contractor will be installing the remaining 2 service doors during the week of December 26,2022. Due to the winter conditions, The Contractor will have to return in the

5712 Royal Oaks Drive, Shoreview, MN 55126,
 612-406-5996

spring of 2023 to complete any remaining punch list items and restore the grounds and lawn damaged during the project.

Because of the extended delays during the 2021/2022/2023 window phase of the project, MRJ Consultants was required to provide additional services above and beyond our original 2019 proposed service fees in the form of meetings, project administration and site observations. At this time, we are requesting that our contract for Construction Observation and Project Administrative services be increased by \$4680.00 for the additional time we have provided to date and will be required to provide spring 2023 to fully complete and close the project.

Total amount of Consultants CO#2 \$4,680.00 (Final Change Order)

If you should have any questions regarding this request or the project, please contact me.

Respectfully,

Mike Johnston RRC
MRJ Consultants, LLC
5712 Royal Oaks Drive
Shoreview, MN 55126
m.johnstonrrc@gmail.com
612-406-5996



ISD #709

204

Duluth Public Schools
HOCHS Relocation Project

Monthly Progress Report
December 2022

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

Recent Progress and Activities:

- The Facilities remodel project construction progress:
 - The Final Client Occupancy inspection took place.
 - Outstanding items to be addressed this upcoming month to obtain the certificate in hand.
- The Public Roadway/DSC/Transportation project construction progress:
 - Interior metal stud framing continued on the 1st level at the DSC building.
 - Drywall installation continues throughout.
 - Painting areas throughout, when readied.
 - Duct work installation continued on the 1st & 2nd level at the DSC building.
 - Mechanical equipment rough-ins continued.
 - Lighting installation commenced and continued.
 - Low voltage rough ins continued at the DSC building.
 - This is for door access control and smoke alarms.
 - Plumbing, electrical, and fire suppression rough ins have been ongoing at the DSC building.
 - Aluminum frame and window installation commenced and continued at the DSC building.
 - Door frame installation continued at the Transportation building.
 - The Bus Garage metal siding installation was completed.
 - The metal roofing was completed, as well.
 - The storm and sewer installation were completed at the Transportation loop road.
 - Overhead doors were installed at the Bus Garage.
 - Completed concrete slab around columns bases in area B at Bus Garage.
 - The underground MEP work was completed at the Transportation building.
- Demolition of Central High School:
 - Demolition has been ongoing.
 - We are at about a 95% completion.

Upcoming Activities and Next Steps:

- Upcoming construction scope:
 - a. Facilities:
 - i. The outstanding items are expected to be addressed in order to receive the C of O certificate in hand.

b. DSC/Transportation/Roadways:

- i. Drywall installation to be completed throughout.
 - 1. Coating to follow.
 - ii. Lighting installation to continue at the DSC building.
 - iii. Water meters to be installed at both buildings.
 - 1. Water will be turned on.
 - iv. HVAC duct installation to be substantially completed throughout at the DSC building.
 - v. Miscellaneous fire suppression, electrical, and plumbing rough ins will continue at the DSC building.
 - vi. Door frame installation to be completed at the Transportation building.
 - vii. Glazing & Door Frame installation will continue at the DSC building.
 - viii. Metal stud framing to be completed at the Transportation building.
 - ix. MEP rough ins to continue at Transportation building.
- c. Demolition of Central High School:
- i. Demolition to be completed in the coming months.



Description

2nd Level Window Installation - DSC

Taken Date

01/05/2023 at 09:52 am

Uploaded By

Jason Johnson

Upload Date

01/05/2023 at 09:52 am

File Name

851C3525-A6C8-4288-976B-3809...



Description

Area B Garage Overhead Door Installation - Bus Garage

Taken Date

12/28/2022 at 12:07 pm

Uploaded By

Jason Johnson

Upload Date

12/28/2022 at 12:07 pm

File Name

6575DBF8-B3DF-4719-BC19-79F4...



Description

2nd Level Window Installation - DSC

Taken Date

01/04/2023 at 10:36 am

Uploaded By

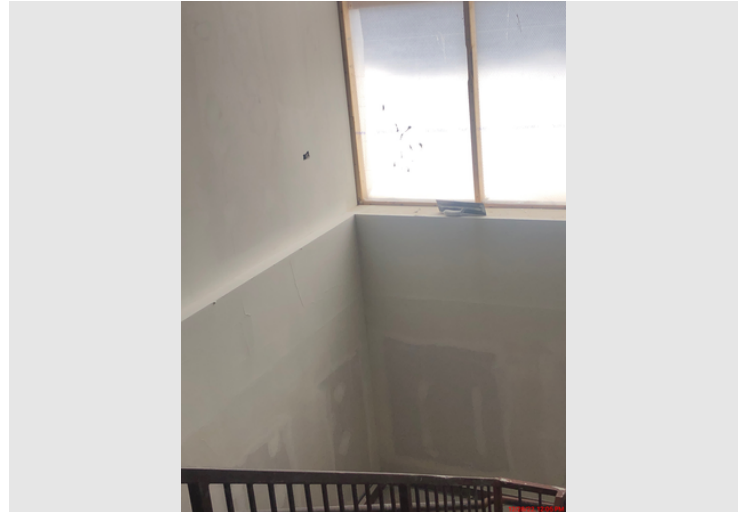
Jason Johnson

Upload Date

01/04/2023 at 10:36 am

File Name

F7AF14B8-284A-4F9C-8AA1-E024...



Description

DSC Drywall Installation

Taken Date

12/28/2022 at 12:05 pm

Uploaded By

Jason Johnson

Upload Date

12/28/2022 at 12:05 pm

File Name

BF34292E-D0E1-4A47-B573-9784...



Description

2nd Level Framing - DSC

Taken Date

12/28/2022 at 12:04 pm

Uploaded By

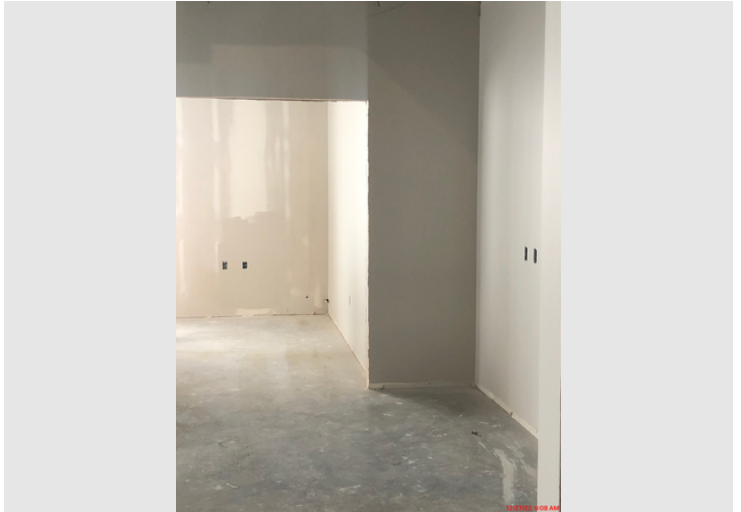
Jason Johnson

Upload Date

12/28/2022 at 12:04 pm

File Name

91204BDE-D56C-4BC7-9AF4-BEA...



Description

DSC Drywall Installation

Taken Date

12/27/2022 at 09:08 am

Uploaded By

Jason Johnson

Upload Date

12/27/2022 at 09:08 am

File Name

BA4B05E6-AADC-4B9F-8609-012...



Description

Central HS Demo - 90%

Taken Date

12/19/2022 at 12:49 pm

Uploaded By

Austin May

Upload Date

12/19/2022 at 07:08 pm

File Name

F720FC38-0E14-4FDE-B051-CCB3...



Description

2nd level Drywall Tape & Paint - DSC

Taken Date

12/19/2022 at 10:54 am

Uploaded By

Austin May

Upload Date

12/19/2022 at 07:09 pm

File Name

8B3FE6A9-AC3E-4564-B68F-4753...

January 3, 2023

John Magas
Superintendent of Schools

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

Simone Zunich
Executive Director of Finance & 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"

- Pending

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
December 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
University Nursery School (Addendum)	\$190.00*	Special Services (DU)	Child receiving services will be switching days at UNS and rates have increased for 2023. Original contract was not to exceed \$2,480.00. New contract will not exceed \$2,670.00
CDW Government LLC	\$5,300.00*	Technology (DR)	ISD 709 recently migrated to a PA5410. This service would allow for a Palo Alto Firewall Health Check
Duluth Area Family YMCA	\$6,600.00	ALC/AEO (DR)	Contract will allow ALC/AEO students access to physical education credits through nearby YMCA
Mickelson Consulting	\$50,000.00*	MTTS Coord. TLE (DR)	Providing restorative practices training to Duluth Public Schools staff and students, and restorative conferencing services to staff and or students in Duluth Public Schools
Ampact – Reading/Math Corps.	\$2,000.00	Lester Park ES (DU)	Lester Park ES will be receiving one math, one reading tutor beginning in 2023

CONTRACT ADDENDUM

THIS CONTRACT ADDENDUM dated this 22nd day of December, 2022

BETWEEN:

Independent School District No. 709

OF THE FIRST PART

- AND -

University Nursery School College Street

OF THE SECOND PART

Background:

- A. Independent School District No. 709 and University Nursery School College Street (the "Parties") entered into the contract (the "Contract") dated June 15, 2022, for the purpose of [REDACTED] Preschool programming.
- B. The Parties desire to amend the Contract on the terms and conditions set forth in this Contract Addendum (the "Agreement").
- C. This Agreement is the first amendment to the Contract.

IN CONSIDERATION OF the Parties agreeing to amend their obligations in the existing Contract, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to keep, perform, and fulfill the promises, conditions and agreements below:

Amendments

1. The Contract is amended as follows:
 - a. Reimbursement. Original reimbursement was not to exceed \$80.00 per week and \$2,480.00 in total.
 - b. This amendment would increase the not to exceed amount effective January 9, 2023 to \$90.00 per week and \$2,670.00 in total.
 - c. Performance. Original performance was (2 days per week) Monday and Friday and 62 days in total.
 - d. This amendment would change the (2 days per week) effective January 3, 2023 to Tuesday and Thursday and 66 days in total.

No Other Change

2. Except as otherwise expressly provided in this Agreement, all of the terms and conditions of the Contract remain unchanged and in full force and effect.

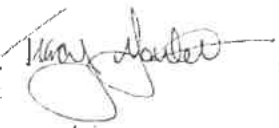
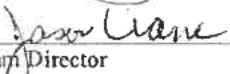
Miscellaneous Terms

3. Capitalized terms not otherwise defined in this Agreement will have the meanings ascribed to them in the Contract. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine include the feminine and vice versa. No regard for gender is intended by the language in this Agreement.

Governing Law

4. Subject to the terms of the Contract, it is the intention of the Parties that this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Minnesota, without regard to the jurisdiction in which any action or special proceeding may be instituted.

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

	41-0988095	12/29/2022
Contracto	SSN or EIN	Date
	12/29/22	
Program Director	Date	

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

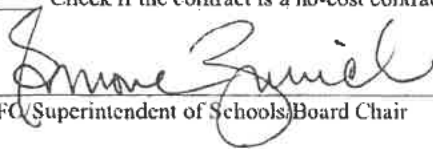
This contract is funded by either (1) the following budget (include full 18-digit code), (2) will be paid using Student Activity Funds or (3) is no cost contract (e.g. Memorandum of Understanding). Please check the appropriate line below:

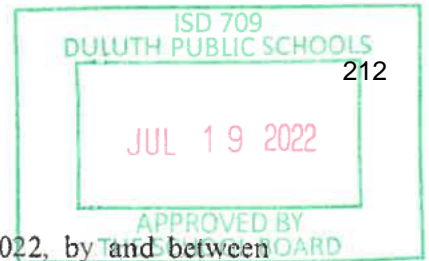
Check if the contract will be paid using District funds and enter the budget code in the top line below.

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

Check if the contract will be paid using Student Activity Funds

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

	12-28-22
CFO (Superintendent of Schools) Board Chair	Date



AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of June, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and University Nursery School College Street, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 12, 2022 and shall remain in effect until June 2, 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

NOW THEREFORE, the parties agree as follows:

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

The AGENCY shall perform these services at: 835 West College Street, Duluth, MN 55811.

The approximate date the service will begin is September 12, 2022 and shall not extend beyond June 2, 2023; the contract not to exceed a total of 62 Days (attending 2 days per week. The District will pay 2 days per week @ \$80.00 per week).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at 4316 Rice Lake Rd, Suite 103, Duluth, MN 55811 on the 15th of each month for the preceding month.

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

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

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

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

4. Reimbursement. In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$80.00 per week and \$2,480.00 in total.

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

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

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

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

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

8. Independent Contractor. Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture

between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

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

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

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

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jason Crane, 4316 Rice Lake Rd, Suite 103, Duluth, MN 55811. Invoices may be emailed directly to ap.vendor@isd709.org.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to University Nursery School College Street, 835 West College Street, Duluth, MN 55811

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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


 _____ 41-0988095 _____ 7/6/2022
 Contractor Signature SSN/Tax ID Number Date


 _____ _____ 6-26-22
 Program Director Date

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

This contract is funded by either:

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


Please check the appropriate line below:

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

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

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

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


 _____ Date 6/29/22
 CFO / Superintendent of Schools / Board Chair



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:	December 07, 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 recently migrated to a PA5410 and would like a health check.

PROJECT SCOPE

The professional services engagement includes:

- Palo Alto Firewall Health Check

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 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 (8) 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.

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. 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

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 \$5,300.00 is merely an estimate and does not represent a fixed fee. Neither the Billable Units of 24 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	\$225.00	20	\$4,500.00
Project Manager – Per Hour	\$200.00	4	\$800.00
Estimated Totals		24	\$5,300.00

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: Simone H Zunich

Name: Services Contracts Manager

Name: Simone H Zunich

Title: Services Contract Manager

Title: Executive Director Bus

Date: Dec 21, 2022

Date: Dec 21, 2022

Mailing Address:

Mailing Address:

200 N. Milwaukee Ave.
Vernon Hills, IL 60061

4316 RICE LAKE RD STE 108, STE 108, ACCTS
PAYABLE
DULUTH, MN 55811-4012



FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

**DULUTH AREA FAMILY YMCA
and Duluth ISD 709
Service Agreement 2022-2023**

This agreement between the Duluth Area Family YMCA (YMCA) and Duluth ISD 709, effective September 6, 2022, is intended to provide services to AEO/ALC students. Under this agreement, the YMCA agrees to provide:

- Memberships for all currently enrolled AEO/ALC students for the school year, beginning September 6th, 2022 and ending June 10th, 2023.
- Designated space for a physical education course up to two times per week through the end of the school year. This would include full gym space for up to one hour.
- Exclusive use of additional gym space can be discussed through school year at cost of \$30.00 per hour per 1/2 gym space
- Additional exclusive rental space can be provided throughout the school year at 50% off listed rental rates.
- Invitation for AEO/ALC families and staff to come for free to the Y, the 1st Saturday of each month, during the school year.
- All members would be required to participate in an orientation in our Wellness Center. One free personal training session is available to all students as well.
- Instruction for PE students on Wellness Center equipment/activities can be provided at a reduced rate of \$40.00 per hour with a certified personal trainer (If the Y has a Health and Wellness intern this service may be provided free of charge, if scheduling allows).

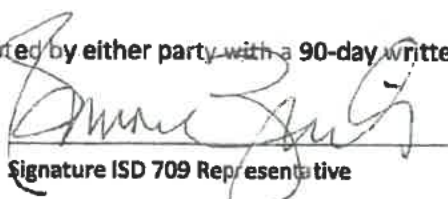
For these services, ISD 709 agrees to pay \$660.00 per month, beginning September 6, 2022, with the potential for a rate increase effective January 1, 2023 up to \$693.00 per month.

The Y welcomes the opportunity to provide additional resources for ISD 709. Should additional programming be required, staffing fees will be at a rate of \$20.00 to \$40.00 per hour depending on the services provided. Any changes or additions to the current agreement will be revisited by both parties involved prior to setting a formal arrangement.

This agreement is subject to review and may be terminated by either party with a 90-day written notice.


Signature Duluth YMCA Representative

12/19/2022
Date


Signature ISD 709 Representative

12/12/22
Date

Budget Code: 01 E 611 211 303 305 000 420

Lease levy?
Tech Village!

Re: Contract

1 message

nathan glockle <nathan.glockle@isd709.org>
To: Brett Mensing <brett.mensing@isd709.org>

Thu, Dec 8, 2022 at 11:00 AM

Harbor City has similar contract with the YMCA since the sale of Old Central left the Area Learning Center without a gym. We looked at a lot of different options and Cathy Erickson agreed to pay this so our students can meet their elective and required credits to graduate. (PE is a requirements in ISD 709). We also looked into renting a space in Tech Village. A former tenant had a gym with full locker rooms put in. It costs around 6K per month. It still is available. The YMCA though has been meeting our needs although it is roughly a 5 block walk for our students.

Let me know if you need anything else.

On Thu, Dec 8, 2022 at 9:24 AM Brett Mensing <brett.mensing@isd709.org> wrote:

Good morning, Nathan,

I guess Simone has some further questions about this contract.

Do we have a total cost? When I did the math, it came out to roughly \$6,600.00. Have we had a contract like this in the past for these same services?

What's the purpose/importance of adding these services to our students?

Any additional help would be much appreciated so we can move forward with this!

Thanks,

Brett

Brett S. Mensing

Business Services Coordinator | Executive Assistant to the CFO | Election Clerk

Independent School District #709 | 4316 Rice Lake Road, Suite 108 | Duluth, MN 55811

Email: brett.mensing@isd709.org | **Phone:** (218) 336-8704 (or internal x1008) | **Fax:** (218) 336-8773

Hours: 7:30 a.m. - 4:00 p.m.

Please note our new address.

On Wed, Dec 7, 2022 at 10:05 AM nathan glockle <nathan.glockle@isd709.org> wrote:

I'm not sure. I'm 100% sure it's lease levy authority dollars. That's a start to look there and what Cathy used.

On Tue, Dec 6, 2022 at 4:02 PM Valarie Wagenbach <valarie.wagenbach@isd709.org> wrote:

Hi Brett! I am including Nathan because I do not know :)

Nathan, do you know what budget code we would use for the YMCA contract?

Thank you!

On Tue, Dec 6, 2022 at 1:53 PM Brett Mensing <brett.mensing@isd709.org> wrote:

Could you please provide me with a budget code for this contract?

Thanks!

-Brett

On Tue, Dec 6, 2022 at 8:55 AM Valarie Wagenbach <valarie.wagenbach@isd709.org> wrote:

Thank you Brett!

On Tue, Dec 6, 2022 at 8:28 AM Brett Mensing <brett.mensing@isd709.org> wrote:

Good morning, Val,

AGREEMENT

THIS AGREEMENT, made and entered into this 20th day of December 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Mickelson Consulting, 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 12/20/22 and shall remain in effect until 6/30/24, 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.**

This contract is to enable and structure the collaboration between Duluth Public Schools and Laraine Mickelson and Paul Mickelson for restorative practices.

WHEREAS, Duluth Public Schools desires to supplement its capacity to deliver restorative practices training and restorative conferencing services to facilitate healthy connections and conflict resolution across the district.

WHEREAS, Laraine and Paul Mickelson desire to partner and collaborate with Duluth Public Schools to provide services related to restorative practices including providing restorative practices training to Duluth Public Schools staff and students, and restorative conferencing services to staff and or students in Duluth Public Schools.

WHEREAS, services performed by Laraine and Paul Mickelson include professional development training to school staff and district leaders on restorative practices and enhancing conflict competency and relationship learning. In addition, consulting services may be utilized as needed to support with staff or student conflicts to include facilitating restorative conferences, circles, and preliminary interviews to assist with the conferencing process as needed. In the case of student involvement parental consent and releases of information will be sought first by the school and signed by the parent/legal guardian before services will begin. Services will occur from this point forward in December 2022 through June 2024.

Roles and responsibilities:

It is understood that Laraine Mickelson and Paul Mickelson and Duluth Public School District must work together as a team as it relates to the success of this partnership and implementation of services performed in Duluth Public Schools. Both parties are to communicate any cause or concern pertaining to the overall success of this agreement. The parties understand their separate and distinct responsibilities.

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

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

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

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

4. Reimbursement. In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$50,000 in total. Price of services will be discussed before services begin and will be agreed upon prior to services starting.

Laraine Mickelson charges \$1,000 per day for each full day of training or \$150 per hour for training. In addition \$25/hour for prep time will also be billed as well as mileage. In addition, we will be billed for materials needed to conduct the training such as booklets, posters, etc. For restorative conferencing services Laraine Mickelson will charge \$150/hour for facilitation. All checks for payment of services performed should be addressed and mailed to Laraine Mickelson at 2590 County Rd 139, Barnum, MN 55707. *

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: Simone Zunich - CFO , 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 Laraine Mickelson, 2590 County Rd 139, Barnum, MN 55707.

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.

[Signature] _____ [Redacted] _____ 12/19/22
Contractor Signature SSN/Tax ID Number Date

Callie DeVriendt _____ 12/20/22
Callie DeVriendt, Mental Health & SEB MTSS Coordinator Date

Anthony Bonds _____ 12/20/22
Anthony Bonds, Assistant Superintendent 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).

-Some additional services will be paid for through other budget code numbers at times and we will work with finance when other budget codes need to be used.

01	E	005	740	499	303	000
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

[Signature] _____ 12/21/22
CFO / Superintendent of Schools / Board Chair Date

CONTRACT ADDENDUM

THIS CONTRACT ADDENDUM dated this 2nd day of December, 2022

BETWEEN:

Independent School District No. 709

OF THE FIRST PART

- AND -

Reading & Math, Inc. DBA Ampact

OF THE SECOND PART

Background:

- A. Independent School District No. 709 and Reading & Math, Inc. DBA Ampact (the "Parties") entered into the contract (the "Contract") dated September 18, 2022, for the purpose of providing reading and math tutoring to students.
- B. The Parties desire to amend the Contract on the terms and conditions set forth in this Contract Addendum (the "Agreement").
- C. This Agreement is the first amendment to the Contract.

IN CONSIDERATION OF the Parties agreeing to amend their obligations in the existing Contract, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to keep, perform, and fulfill the promises, conditions and agreements below:

Amendments

- 1. The Contract is amended as follows:
 - a. Lester Park Elementary is added as a school participating in the Reading Corps and Math Corps programs.

No Other Change

- 2. Except as otherwise expressly provided in this Agreement, all of the terms and conditions of the Contract remain unchanged and in full force and effect.

Miscellaneous Terms

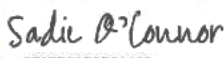
- 3. Capitalized terms not otherwise defined in this Agreement will have the meanings ascribed to them in the Contract. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine include the

feminine and vice versa. No regard for gender is intended by the language in this Agreement.

Governing Law

- 4. Subject to the terms of the Contract, it is the intention of the Parties that this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Minnesota, without regard to the jurisdiction in which any action or special proceeding may be instituted.

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:
 Sadie O'Connor 47-2306902 12/21/2022 | 9:33 AM CST
F76FB2870B21429
 Contractor Signature SSN or EIN Date

 Program Director Date

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

This contract is funded by either (1) the following budget (include full 18-digit code), (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.

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 12/17/22
 Date

Certificate Of Completion

Envelope Id: 916FBF4365BF4BF5AF8B5300190A6604
 Subject: Signature Needed - Site Agreement Amendment for Duluth Public Schools
 Source Envelope:
 Document Pages: 2 Signatures: 1
 Certificate Pages: 2 Initials: 0
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

 Envelope Originator:
 Ampact
 1200 Washington Ave S
 Minneapolis, MN 55415
 sites@ampact.us
 IP Address: 47.32.59.185

Record Tracking

Status: Original Holder: Ampact Location: DocuSign
 12/20/2022 5:25:40 PM sites@ampact.us

Signer Events

Sadie O'Connor
 sadie.oconnor@ampact.us
 Managing Director
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 Sadie O'Connor
 F79FB2870B21429...
 Signature Adoption: Pre-selected Style
 Using IP Address: 204.209.50.132

Timestamp

Sent: 12/20/2022 5:25:41 PM
 Viewed: 12/21/2022 8:16:13 AM
 Signed: 12/21/2022 9:33:58 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Brett Mensing
 brett.mensing@isd709.org
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 12/21/2022 9:33:59 AM
 Viewed: 12/21/2022 9:39:01 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Lizzie Morris Vogt
 lizzie.morrisvogt@ampact.us
 Director of School Partnerships
 Reading & Math, Inc. dba Ampact
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 12/21/2022 9:34:00 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events**Status****Timestamps**

234

Envelope Sent	Hashed/Encrypted	12/20/2022 5:25:41 PM
Certified Delivered	Security Checked	12/21/2022 8:16:13 AM
Signing Complete	Security Checked	12/21/2022 9:33:58 AM
Completed	Security Checked	12/21/2022 9:34:00 AM

Payment Events**Status****Timestamps**

**Revenue Contracts Signed
December 2022**

For your information, the Superintendent or the Executive Director of Business Services has signed the following revenue contracts during the above timeframe:

Name	Amount or Estimated Amount*	Contract Source	Description
St. Louis County - Youth in Action	\$1,000.00*	Denfeld HS	Youth in Action (or YIA) is a St. Louis County program that promotes leadership by getting students involved in school and community projects that make a positive impact
Northland Foundation	\$17,500.00*	Early Childhood	Northeastern Minnesota Community Implementation Hub Collaborative MOU Year 2 Addendum Extension. ISD 709 will receive additional \$17,500.00 on top of the already received \$35,000.00 for FY23

**AGREEMENT FOR SERVICES
BETWEEN ST. LOUIS COUNTY AND DENFELD HIGH SCHOOL**

This Agreement is made and entered into between St. Louis County (the "County"), a body politic and corporate existing under the laws of the State of Minnesota, and Denfeld High School ("Contractor").

WITNESSETH:

WHEREAS, the County wishes to purchase from Contractor certain services as set forth in the document attached hereto as Exhibit A (the "Exhibit").

WHEREAS, Contractor has the training, experience, and knowledge to provide such services.

WHEREAS, there are funds available to the County for the purchase of such services.

NOW, THEREFORE, for good and valuable consideration, and intending to be legally bound, the County and Contractor hereby agree as follows:

1. CONTRACT

The term "Contract" means this Agreement and the Exhibit, which is hereby incorporated by reference.

2. CONTRACT TERM

The term of the Contract shall begin on September 1, 2022, and end on June 1, 2023, unless sooner completed or terminated as provided herein.

3. RESPONSIBILITIES OF CONTRACTOR

Contractor shall provide services as described in the Exhibit.

4. PERSONNEL

Contractor shall provide the purchased services unless otherwise approved by the County.

5. RESPONSIBILITIES OF COUNTY

The County shall designate a representative of the County for purposes of the Contract. The representative of the County shall provide data and other information reasonably requested by Contractor.

6. COMPENSATION AMOUNT

The County shall pay Contractor \$1,000.00 for the services provided under the Contract.

7. PAYMENT

Contractor shall invoice the County annually for services detailing the services performed. The County shall make payment within 35 days from its receipt of the invoice unless the County in good faith disputes the obligation (see Minn. Stat. § 471.425).

8. INSPECTION AND EVALUATION

The County may conduct periodic site visits to determine compliance with the Contract and to evaluate the quality of services provided by Contractor pursuant to the Contract. The County may survey service recipients and other interested persons to determine the level of satisfaction with the services provided pursuant to the Contract. Contractor shall cooperate with the County in conducting any such survey or evaluation.

The County may require Contractor to perform periodic reporting of the following:

(a) Performance measurement and management: Contract shall comply with County standards for program-level goals and objectives that include a method and measure for gauging progress towards those goals and objectives. Baselines or targets developed through benchmarking with other organizations shall be developed as applicable. The system for monitoring key performance indicators is explained in the Exhibit.

(b) Reporting: Contractor shall submit a report of results in the County-approved format following the budget calendar cycle.

9. AUDIT

To the extent Minn. Stat. § 16C.05, subd. 5, applies to the Contract, the books, records, documents, and accounting procedures and practices of Contractor that are relevant to the Contract are subject to examination by the County and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. Such material is also subject to review by the Comptroller General of the United States, or a duly authorized representative thereof, if federal funds are used for any work under the Contract. Contractor shall maintain such material for at least six years from the date on which services or payment were last provided or made and for a longer period if any audit in progress requires further retention.

10. OWNERSHIP OF DOCUMENTS

All materials prepared or developed by Contractor or its employees or independent contractors hereunder, including documents, computer data, correspondence, calculations, maps, sketches, designs, tracings, notes, reports, data, models, and forms, specific to the County, shall become the property of the County when prepared, whether delivered to the County or not, and shall be delivered to the County, together with any materials furnished by the County, upon the County's request or in any event upon the end of the Contract term or termination of the Contract.

11. TAXES

Contractor shall pay all applicable sales taxes and be responsible for the payment of any and all payroll taxes and contributions for unemployment compensation insurance and Social Security which are measured by the wages, salaries, or other remunerations paid to employees of the Contractor and shall submit evidence of the same to the County upon the County's request.

12. INDEPENDENT CONTRACTOR

At all times and for all purposes hereunder, Contractor shall be an independent contractor and not an employee of the County. No statement in the Contract shall be construed so as to find Contractor to be an employee of the County, and Contractor shall not be entitled to any of the rights, privileges, or benefits of employees of the County, including, but not limited to, workers' compensation, health/dental benefits, and indemnification for personal injury or property damage claims.

No withholding or deduction for state or federal income taxes, FICA, FUTA, or otherwise, shall be made from the payments due Contractor. It is Contractor's sole obligation to comply with the applicable provisions of all federal and state tax laws.

Contractor shall at all times be free to exercise initiative, judgment, and discretion as to how best perform or provide the services contemplated by the Contract.

Contractor is responsible for hiring sufficient workers to perform the services and duties required under the Contract, withholding the workers' taxes, and paying all other employment tax obligations on their behalf.

13. SUBCONTRACTING AND ASSIGNMENT

Contractor shall neither enter into subcontracts for the performance of any of the services contemplated by the Contract nor assign the Contract without the prior written approval of the County and subject to such conditions and provisions as the County may deem necessary. Contractor shall be responsible for the performance of all subcontractors.

14. DATA PRACTICES

To the extent Minn. Stat. § 13.05, subd. 11(a), applies to the Contract, all the data created, collected, received, stored, used, maintained, or disseminated by Contractor in performing the County's functions is subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, and Contractor must comply with those requirements as if it were a government entity. Contractor shall not provide public access to or release to the public or any third party any data relating to the Contract without the County's prior written approval. If Contractor receives a request for data relating to the Contract, Contractor shall forward the request to the County for response.

15. COMPLIANCE WITH NON-DISCRIMINATION LAWS

Contractor shall comply with all federal, state, and local laws, ordinances, rules, and regulations pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, sexual orientation, marital status, status with regard to public assistance, disability, and age.

16. INSURANCE

Contractor must maintain the following insurance for the duration of the Contract. A certificate of insurance for each policy must be on file with the County Purchasing Division within 10 days of the parties' execution of this Agreement and prior to the commencement of any work under the Contract. Contractor shall secure an endorsement to each policy requiring 10 days' notice of cancellation for cancellation based upon non-payment of premiums to all named and additional insureds and 30 days' notice of cancellation for nonrenewal or material change to all named and additional insured.

The County reserves the right to rescind the Contract if Contractor does not comply with these requirements and retains all rights thereafter to pursue any legal remedies against Contractor. All insurance policies shall be open to inspection by the County, and Contractor shall submit copies of policies to the County upon written request. All subcontractors shall provide evidence of the same coverage.

A. General Liability Insurance

\$500,000 when the claim is one for death by wrongful act or omission and \$500,000 to any claimant in any other case.

\$1,500,000 for any number of claims arising out of a single occurrence.

No less than \$2,000,000 aggregate coverage.

Policy shall include at least premises, operations, completed operations, independent contractors, and subcontractors and contractual and environmental liability.

The County shall be named as an additional insured on a primary and non-contributory basis.

B. Business Automobile Liability Insurance

\$500,000 for claims for wrongful death and each claimant.

\$1,500,000 each occurrence.

Must cover owned, non-owned, and hired vehicles.

C. Workers' Compensation Insurance

Per statutory requirements. Certificate of compliance must be executed and filed with the County.

D. Professional Liability Insurance

Contractor shall maintain at its sole expense a valid policy of insurance covering professional liability arising from the acts or omissions of Contractor and its agents and employees in the amount of not less than \$500,000 per claim and \$2,000,000 annual aggregate.

17. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County and its officers, employees, and agents from and against any and all damages, expenses (including attorneys' fees, expert witness fees, and other litigation costs), liabilities, claims, and causes of action arising from sickness, injuries, damage to, or death of any person or damages to or loss of any property caused by any act or omission of Contractor, its employees, or anyone else for whose acts Contractor may be liable. Such obligation shall not be construed to negate, abridge, or reduce any other rights or obligations of indemnity that otherwise exist as to any party or person described in the Contract.

Contractor agrees that, to protect itself and the County under the indemnity provisions set forth herein, it shall always during the term of the Contract keep in force policies of insurance as provided in section 16 of this Agreement.

This provision is not intended to create any cause of action in favor of any third party against Contractor or the County or to enlarge in any way Contractor's liability, but is intended solely to provide for indemnification of the County for damages or injuries to third parties or property arising from Contractor's or its agents' performance hereunder.

18. AMENDMENTS

No alteration, variation, modification, waiver, or amendment of the provisions of the Contract shall be valid unless it has been reduced to writing and signed by authorized representatives of the County and Contractor.

19. TERMINATION

If Contractor fails to perform its obligations under any provision of the Contract or so fails to administer the work as to endanger the performance of the Contract this shall constitute a default. Unless the County excuses Contractor's default, the County may upon written notice to Contractor immediately terminate the Contract in its entirety.

The County may terminate the Contract without cause upon 90 days' written notice to Contractor.

The County's failure to insist upon strict performance of any provision of the Contract or to exercise any right under the Contract shall not constitute a relinquishment or waiver of the same unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Contract.

The County shall pay Contractor for actual work done to the date of termination.

20. NOTICES/COMMUNICATIONS

All notice and demands made pursuant to the Contract shall be directed in writing to:

Contractor

County

[Denfeld High School]

[St. Louis County]

21. OTHER TERMS AND CONDITIONS

A. Compliance with Laws/Standards

Contractor shall abide by all federal, state, and local laws, statutes, ordinances, rules, and regulations now or hereafter in effect pertaining to the Contract and the facilities, programs, and staff for which Contractor is responsible.

B. Licenses

Contractor shall procure at its own expense all licenses, permits, and other rights required for the performance of services contemplated by the Contract. Contractor shall inform the County of any change to the above within five days after the change occurs.

C. Choice of Law

The Contract shall be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to the principles of conflict of laws.

D. Forum Selection

Any action arising from or relating to the Contract shall be venued in the State of Minnesota District Court for the Sixth Judicial District in Duluth, Minnesota, or the United States District Court for the District of Minnesota.

E. Limitation of Liability

Neither party shall be liable to the other party for any special, consequential, or punitive damages or attorneys' fees arising from or relating to any breach of the Contract under any circumstances.

22. WAIVER

No waiver by the County or Contractor of any provision of the Contract shall constitute or imply a subsequent waiver of that or any other provision of the Contract.

23. UNAVOIDABLE DELAY

Contractor shall not be held responsible for damages caused by delay or failure to perform when such delay or failure to perform is due to fires, strikes, acts of God, legal acts of the public authorities, delays or defaults caused by public carriers, or acts or demands of the government in time of war or national emergency.

24. SEVERABILITY

The provisions of the Contract are severable. If any part of the Contract is rendered void, invalid, or unenforceable, such rendering shall not affect the validity or enforceability of the remainder of the Contract unless severing the part or parts which are void, invalid, or unenforceable substantially impairs the value of the entire Contract with respect to either party.

25. ORDER OF PRECEDENCE

In all instances in which the Exhibit is inconsistent with this Agreement, this Agreement shall govern and control.

26. FINAL AGREEMENT

The Contract is the final expression of the agreement of the parties and the complete and exclusive statement of the agreed-upon terms and conditions. It shall supersede all prior negotiations, understandings, or agreements between the parties. There are no oral or written representations, warranties, or stipulations not contained in the Contract.

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement on the dates stated below.

DENFELD HIGH SCHOOL

ST. LOUIS COUNTY

By: 

By: _____

Its: Exec. Dir. of Business Serv.

Its: _____

Dated: 12-28-22

Dated: _____

APPROVED AS TO FORM AND EXECUTION:

Nick D. Campanario
Assistant County Attorney

Dated: _____

DAMION No.

Youth in Action – Advisor Guidelines and Expectations

Membership & Recruitment

Youth in Action builds leadership and participation amongst students in St. Louis County schools and communities, and greater Minnesota.

Students join Youth in Action for a variety of reasons. As a member of YIA, students will:

- Make new friends
- Have new experiences
- Gain leadership and teamwork skills
- Learn the value of service
- Strengthen communication and time management skills
- Gain self-confidence
- Build their resumes
- MAKE A DIFFERENCE in the lives of others, and so much more!

Membership is open to students in grades 9-12 in the southern areas of St. Louis County and 7-12 in the northern areas of St. Louis County.

- YIA recently expanded the program in some areas to include 7th & 8th grade students. New 7th & 8th grade students are welcome to join the program with the understanding that they must abide by the YIA Code of Conduct and that some opportunities may be reserved for 9-12th grade students only.

To join Youth in Action, each student must have the following:

- Membership Enrollment form
 - This 3-page form is to be filled out by the student and signed by a parent/guardian
- Acknowledgement of our Code of Conduct
 - As a member of YIA, students are expected to conduct themselves appropriately

Advisors are responsible for distributing and collecting YIA enrollment forms. YIA forms can be found in the Advisor Binder in the “Membership” section, on the YIA website: www.yiamn.org, or from a SLC Coordinator.

Advisors should keep a copy, and return original forms to YIA coordinators or Support Staff:

Sarah Westerberg
 SLC Extension Office
 Government Services Center
 201 S. 3rd Ave. W.
 Virginia, MN 55792

As a Youth in Action advisor for your respective school, you are the liaison between the students, program coordinators, and various organizations that we partner with.

Here is what we need from you:

- Distribute and collect forms and return them to program coordinators. This includes, but is not limited to, enrollment forms and event permissions.
- Encourage meeting and event attendance throughout the school year and the summer (remember that we are a year-round program).
- Set up and act as an administrator on a social media communication platform such as Remind, Team Reach, Schoology, or whichever platform is designated for your school. Communications between advisor, coordinators and students is very important.
- Create and manage a bank account if your group will be doing any sort of fundraising that isn't on behalf of another non-profit organization.
- **Recruitment/Retention:** This is perhaps one of the most important duties when it comes to membership as you have the most access to the students. We rely on you to be a voice and advocate for the YIA program in school.

This can be achieved by:

- Spreading the word about YIA
- Posting literature and flyers around your school
- Promoting YIA activities and events
- Scheduling announcements
- Supporting student activities and ideas through volunteering /participation/team building
- Encouraging students to work with coordinators at a YIA booth or table during lunch, or Open House/Activity Fairs
- Speaking at back-to-school events, activities fairs, school assemblies, open houses, etc. about YIA. This can be done with the current students
- Hosting co-meetings with other clubs (i.e., Student Council, LEOs) and partnering with them for certain events
- Speaking one-on-one with students
- Creating a sense of acceptance and belonging for students

YIA Advisors should stress the importance of participation and proactive engagement. All participation is voluntary, and we rely on the commitment and effort of our students to operate. We encourage following through on what you say you are going to do!

Purchasing and Financial Information

All purchasing is typically done through St. Louis County (SLC) staff via a procurement card, invoicing, or special accounts. YIA has designated shopping locations, per county purchasing policies.

School Accounts

- Setting up a club account through the business or activities office for fundraisers and purchases is necessary for fundraising efforts unless a fundraiser is organized by an outside organization.

Fundraising

- YIA is happy to assist your school/YIA participants with fundraising efforts. We believe this fosters community and teaches youth leadership skills through stewardship and service.
- Fundraised proceeds should be deposited into school accounts or donated directly to the source.

Make a Difference (MAD) Conference Purchasing

- Please see the “MAD Conference” portion of this binder

Transportation

When an event is conducted off school campus, students can often utilize their own transportation, whether they drive themselves, ride with a family member, with a friend, or one of the program coordinators (on a limited basis). Sometimes, school transportation is necessary.

Please see the “Transportation” section of this binder for general transportation forms.

Advisor Responsibilities

As your school’s advisor, we rely on you to communicate with your transportation department to ensure that students can attend events.

We need you to:

- Create school bus (or van) requisition submissions
- Distribute and collect any permission forms required of your school
- Provide reminders to your transportation department as needed. It has been observed that bus garages have forgotten even when these requisitions have been made
- Per county policy, transportation reimbursement forms must be submitted to the county with 30 days. We cannot guarantee reimbursement if there is a delay

Meetings

A meeting time that advisors and coordinators have agreed upon. The coordinators will be at the meeting and, if we can't be there, we'll communicate that ahead of time and the same expectations for the advisor if they cannot attend. Due to prior commitments our presence isn't always possible. We encourage advisors to lead meetings even if a coordinator isn't there.

- YIA meetings are held bi-weekly, or weekly, typically during the senior high lunch period. Please note meetings times may not align due to divided junior and senior high lunch periods
- All students should sign-in at each meeting. Morning & after school meetings are welcomed
- Additional working meetings are always welcome
- Please have students keep track of their YIA hours, in the provided advisor binder. It is helpful to do this once per month, so students do not forget what they have participated in
- Members can have a president, secretary, and treasurer; this may help with notetaking, agendas, and to be responsible for financial tracking. This is not a requirement but works well in many schools

Activities

We have a variety of events throughout the calendar year! There tends to be an influx of events and activities around the fall, holidays, and spring. These events are ideally run by the students, but will many times need facilitation by advisors and program coordinators. Students do occasionally miss classes to prepare or attend an activity. Advisors are not required to be present for all events, but you are certainly welcome and encouraged! Program coordinators are also not always able to be at every event, which will be communicated prior.

Advisor Responsibilities

- Request school building permissions for events, or delegate students to ask
- Ensure that all are dismissed for both in-school and out of school activities
- Distribute and collect YIA permission forms, as well as any permission forms required by your school
- Utilize a student sign-in sheet and ensure that all students sign in
- Take photos and videos to assist with social media content

Please see the “Activities” section of this binder for sign-in sheets, permission forms, and any others you may need.

Scholarships

YIA currently offers scholarships for seniors based on engagement and commitment to the program.

Make a Difference Conference

The mission of the annual Make a Difference Conference is to strengthen, educate and inspire young people with the help of partners so they can make a difference in their communities through leadership, advocacy, and service and to recruit, grow, and promote the Youth in Action program.

The Make a Difference Conference is YIA's largest event of the year. This event is open to current Youth in Action participants and youth that aren't involved in the program. The event generally is one day during the school year, with one half day of setup on the day before. Students are asked to volunteer for the minimal setup as an exercise in leadership and event management.

Advisor Responsibilities

- Promotion and recruitment, please refer to the recruitment and Retention section on page 2.
- Chaperone for the day: Advisors are expected to participate and engage for the duration of the event. This includes:
 - Attending student workshops and facilitate the workshops that include an advisor's school/student
 - Greet youth and give directions
 - Attend advisor meet and greet (day of the conference)
 - Coordinate transportation on the day of the event and ensure students are accounted for
 - Verify and collect permission slips by the deadline

Lettering

Some of our schools participate in a lettering program. If you are interested, please contact a YIA coordinator to discuss details and requirements.

Leadership Council

Youth in Action Leadership Council is a group of active members to help lead the program. The students are asked to use their voice about project ideas, events, and the general direction of the Youth in Action program to help keep the program growing and relevant. Members of the Leadership Council will have the opportunity to offer topic ideas for the conference workshops, help pick keynote speakers for our big events, help plan and execute our M.A.D. Conference and Leadership Retreat.

The Leadership Council typically meets virtually about once a month. Students from different schools update each other about happenings in their area and ways for others to get involved.

Advisor Role

- Information about the Council should be shared with students.
- Nominations for new student Leadership Council members throughout the school year.

Northeastern Minnesota Community Implementation Hub Collaborative Memorandum of Understanding (MOU) Year 2 (2022) Addendum Extension

As outlined in the Memorandum of Understanding (MOU) signed by the Northland Foundation and your organization, the Northland Foundation is extending the MOU for Year 2 as per our contract extension from our funding partner the Minnesota Department of Human Services to continue this program through June 30, 2023.

Purpose, Scope, Background, and Responsibilities

The purpose, scope, background, and responsibilities set forth in the Memorandum of Understanding between Duluth Public Schools and the Northland Foundation will continue to guide our partnership extension work for six additional months (January 1 to June 30, 2023).

Funding Support

In addition to the \$35,000 funding provided in Year 2 (January 1 to December 31, 2022), the Northland Foundation will provide an additional \$17,500 for the period January 1 to June 30, 2023, for a grand total of \$52,500 for the Duluth Public Schools.

Effective Date and Signature

This MOU shall be effective upon signature of the authorized officials of the participating parties. The original contract period of February 1, 2021 to December 31, 2022 will be extended to June 30, 2023.

Signatures



(Partner signature) Date: December 13, 2022

Duluth Public Schools,

(Partner name, organization, position)



Zane Bail, Chief Operating Officer
Northland Foundation Date: December 13, 2022



Northeastern Minnesota Community Implementation Hub Collaborative

Memorandum of Understanding (MOU) Year 2 (2022) Addendum

As outlined in the Memorandum of Understanding (MOU) signed by the Northland Foundation and your organization, the Northland Foundation is extending the MOU for Year 2 as per our contract extension from our funding partner the Minnesota Department of Human Services. The Northland Foundation will provide your organization the funding amount listed in the MOU. The only modification is the timeline, which is now January 1 to December 30, 2022.

Signed by:

Cathryn Gilson

(Partner signature)

Date: _____

2/11/22

Zane Bail

Date: 12.28.21

Zane Bail, Chief Operating Officer
Northland Foundation

**Grant Applications
December 2022**

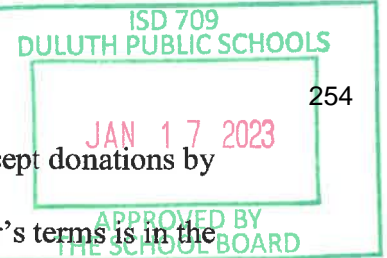
For your information, the Assistant Superintendent and/or the CFO, Executive Director of Business Services have approved the following grant applications during the above month:

Organization	Author/Contact	Project Title	Amount Requested	Terms
Sand County Foundation's Pollinator Habitat Grant	Sonja Hakanson/East HS Teacher	Pollinator Grant	\$1,000	To grow seeds and plant a pollinator garden at East.
NAAE Scholarship	Sonja Hakanson/East HS Teacher	NAAE & CASE	\$2,000	For professional development to become certified in a specific curriculum
MN State Colleges and Universities	Kimberly Olson / Teacher	MN High School Certified CAN Programs Equipment Grant	\$5,000	For newly updated books to keep in compliance with Lake Superior College and the new COVID curriculum and diversity standards.
MN Department of Education	Nathan Smith / OEE Coordinator	Come Teach in MN	\$32,000	The Come Teach in Minnesota Program provides funding for districts or schools to offer hiring bonuses for licensed teachers who are American Indian or a person of color and move to Minnesota.

MN Department of Natural Resources	Jamie Bennett / Integration Specialist	Natural Resources Grant	\$25,000	Our grant will cover expenses for materials to be used on expanding our Wilderness Elite Program. Our program has been providing outdoor learning activities for the last 5 years and we want to expand our offerings to engage even more students.
MN Agricultural Education Leadership Council	Sonja Hakanson/East HS Teacher	MAELC Strategic Initiatives Grant	\$6,264	Purchase classroom equipment needed for CASE AFNR Curriculum

RESOLUTION

Acceptance of Donations to Duluth Public Schools



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

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

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

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

SCHOOL	DONOR	AMOUNT	RESTRICTION	COMMENTS
Denfeld HS	Kathleen Hein	In-kind		2012 Kia Soul donated needing an engine, estimated cost to repair exceeds value of car, students will repair and auction car or it will be scrapped. Scrap value is about \$250.00
Denfeld HS	Dick Swanson Golf Tournament	\$500.00	Denfeld Softball	
Denfeld HS and East HS	American Online Giving Foundation	\$497.13	Duluth 709 Baseball	This donation will be split 50/50 with Denfeld and East HS
Head Start	Jane Killough	\$50.00	Duluth Head Start	
Lowell ES	Geoffrey Witrak	In-kind	Lowell ES	Donor provided nearly \$2,500 worth of school supplies and materials to Lowell.
Lester Park ES	Laverne & Mari Wagner	\$200.00	5th Grade Wolf Ridge Trip	In memory of Patrick Wagner
Laura MacArthur ES	David & Kelly Bolgrien	In-kind	Laura MacArthur ES	
Stowe ES	Bethany Community Church	In-kind		Hats, mittens, scarves
Stowe ES	Amy Rahja	In-kind	Hats for kids	
Lakewood ES	Michael Henderson	%500 + matching donation	5th Grade Wolf Ridge	
Districtwide	Grandma's Marathon	In-kind		7 boxes of Grandma's Marathon T Shirts. These were sent to schools for their use.
Lincoln Park MS	Sixth Judicial District Public Defender's Office	\$1,520.00 cash and a \$100.00 gift card	Healthy Kids - Community Schools	
Congdon ES	Big Life Team	In-kind		17 winter hats and 20 pairs of gloves/mittens

Congdon ES	Boy Scouts of America (Clark Garthwait)	In-kind		Popcorn	255
Homecroft ES	Suzanne Rauvola	\$50.00	Use funds to pay off lunch debt for students in need		
Area Learning Center	A&L Properties	In-kind	ALC Student Holiday Auction	Amazon: Craftsman Home Tool Kit	
Area Learning Center	Jessica Hehir	In-kind	ALC Student Holiday Auction	Pure Romance Bath Set/Lotions, Handmade Scarf	
Area Learning Center	Paula Williams	In-kind	ALC Student Holiday Auction	2 throw pillows, 2 4-piece dish sets, 2-piece candle set	
Area Learning Center	Timothy Nelson	In-kind	ALC Student Holiday Auction	POP figures x 3	
Area Learning Center	A&L Properties	In-kind	ALC Student Holiday Auction	Amazon gift worth \$25	
Area Learning Center	Anonymous	In-kind	ALC Student Holiday Auction	5 pair of socks, 5 over-sized candy bars, 8 cases of Star Wars soap, Superman Toy, 6 custom T-shirts	
Area Learning Center	Pizza Luce	\$25.00	ALC Student Holiday Auction	Gift Card	
Area Learning Center	Timothy Nelson	In-kind	ALC Student Holiday Auction	Drawing supplies/sketch book and pens	
Area Learning Center	Timothy Nelson	In-kind	ALC Student Holiday Auction	Lego Batman set	
Area Learning Center	Timothy Nelson	In-kind	ALC Student Holiday Auction	Sunflower canvas print	
Area Learning Center	Timothy Nelson	In-kind	ALC Student Holiday Auction	Towels decorative	
Area Learning Center	Timothy Nelson	In-kind	ALC Student Holiday Auction	Bracelet	
Area Learning Center	Timothy Nelson	In-kind	ALC Student Holiday Auction	Mug	
Area Learning Center	A&L Properties	In-kind	ALC Student Holiday Auction	Squishmallow x 3	
Area Learning Center	A&L Properties	In-kind	ALC Student Holiday Auction	Wilson Basketball x 2	
Area Learning Center	A&L Properties	In-kind	ALC Student	Daybetter LED light strip	

			Holiday Auction	256
Area Learning Center	A&L Properties	In-kind	ALC Student Holiday Auction	Comfee microwave
Area Learning Center	A&L Properties	In-kind	ALC Student Holiday Auction	Mind-glowing 3D Galaxy Lamp x 2
Area Learning Center	Anonymous	In-kind	ALC Student Holiday Auction	H&B 72 piece art pencil set
Area Learning Center	Anonymous	In-kind	ALC Student Holiday Auction	Kookin LED light up mirror
Area Learning Center	Cheryl Rossi	\$200.00	ALC Student Holiday Auction	Amazon Gift cards totaling \$200
Area Learning Center	A&L Properties	In-kind	ALC Student Holiday Auction	Wilson Football x 2
Area Learning Center	A&L Properties	In-kind	ALC Student Holiday Auction	Q Naturals Black Soap
Area Learning Center	A&L Properties	In-kind	ALC Student Holiday Auction	21-piece watercolor brush
Area Learning Center	A&L Properties	In-kind	ALC Student Holiday Auction	DIY Macrame Wall Kit
Area Learning Center	A&L Properties	In-kind	ALC Student Holiday Auction	Neasow Bohemian Tapestry
Area Learning Center	A&L Properties	In-kind	ALC Student Holiday Auction	Acinaci Gaming Headset
Area Learning Center	A&L Properties	In-kind	ALC Student Holiday Auction	Carhartt's Cuffed hat x 2
Area Learning Center	A&L Properties	In-kind	ALC Student Holiday Auction	Tapestry Tree of Life Wall Hanging
Area Learning Center	A&L Properties	In-kind	ALC Student Holiday Auction	Hanging Photo Display Macrame
Area Learning Center	A&L Properties	In-kind	ALC Student Holiday Auction	Photo Hanging Clips String

JAN 17 2023

APPROVED BY
THE SCHOOL BOARD

RESOLUTION

Acceptance of Grant Awards to Duluth Public Schools

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

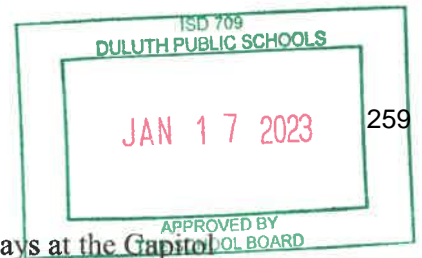
WHEREAS, acceptance of the grant in accordance with the donor's terms is in the best interest of the Duluth Public Schools:

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

BE IT FURTHER RESOLVED that the Duluth Public Schools wishes to extend its grateful appreciation to this organization.

Organization	Authors or Contacts	School	Award Amount	Terms
Minnesota Power	Becky Gamache/ Preschool	District Wide	\$1,555.00	To purchase 5 years' worth of books for our fall & spring home visits
Higher Pathways Grant	Amanda Horton/American Indian Homeschool Liaison	District Wide	\$3000.00	College and Career Readiness for AI students
Sand County Foundation's Pollinator Habitat Grant	Sonja Hakanson/ Teacher	East HS	\$750.00	To grow seeds and plant a pollinator garden at East.
MN State Colleges and Universities	Kimberly Olson / Teacher	East & Denfeld	\$5,000	For newly updated books to keep in compliance with Lake Superior College and the new COVID curriculum and diversity standards.

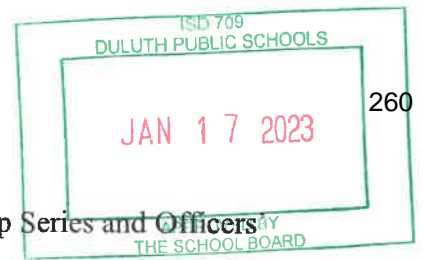
MN Dept of Transportation Safe Routes to School	Kathi Kursch Marshall / Principal	Congdon Park Elementary	\$45,000	Safe Route to School Plan
MN Agricultural Education Leadership Council	Sonja Hakanson/East HS Teacher	East HS	\$6,264	Purchase classroom equipment needed for CASE AFNR Curriculum



RESOLUTION

School Board Member Attendance at Duluth and St. Louis County Days at the Capitol

RESOLVED, that Independent School District 709, St. Louis County, Minnesota, pay costs incurred, as per District policy, for school board members to attend the Duluth and St. Louis County Days at the Capitol event held in 2023.



RESOLUTION

School Board Member Attendance at MSBA Learning to Lead Workshop Series and Officers Workshop

RESOLVED, that Independent School District 709, St. Louis County, Minnesota, pay costs incurred, as per District policy, for school board members to attend the MSBA Learning to Lead Workshop Series and Officers' Workshop.

ISD 709 Calendar 2023-24 School Year

JULY							AUGUST							SEPTEMBER							OCTOBER 261											
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S					
						1			1	2	3	4	5							1	2	1	2	3	4	5	6	7				
2	3	Indep. Day HOLIDAY	4	5	6	7	8	6	7	8	9	10	11	12	3	Labor Day HOLIDAY	4	Gr. 1-12 First Day	5	6	Grade K First Day	7	8	9	8	9	10	11	12	13	14	
9	10						15	13	14					19	10	11						14	15	16	15	16	17	18	19	20	21	
16	17						22	20	21					26	17	18						21	22	23	22	23	24	25	MEA WEEKEND	26	27	28
23	24						29	27	28	Staff Develop.	29	Teacher WD/SD	30	Teacher Work Day	31	24	25						28	29	30	29	30	31				
30	31																															

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

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

KEY DATES

- First day for Grade 1-12 students - September 5, 2023
- First day for Kindergarten students - September 7, 2023
- Schools will schedule open houses and conferences
- No school for students:
- Last day for students - June 6, 2024

GRADING TERMS

- Elementary Schools (E):**
- Term 1: September 5 to January 19
 - Term 2: January 23 to June 6
- High Schools (H) and Middle Schools (M):**
- Term 1: September 5 to November 3
 - Term 2: November 6 to January 19
 - Term 3: January 23 to March 29
 - Term 4: April 1 to June 6

RESOLUTION

2023 Legislative Platform

RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, Minnesota, that the attached 2023 Duluth School District Legislative Platform be adopted.

About Duluth Public Schools

Duluth Public Schools serves students in early childhood programs through grade 12. About 22.73% of our students identify as a student of color and 32.57% receive free or reduced lunch. The district provides services to adults of all ages through Duluth Adult Education and Community Education.

Schools and Programs

- Two High Schools
- Two Middle Schools
- Nine Elementary Schools
- One Online High School
- Area Learning Center
- Duluth Adult Education
- Early Childhood
- Community Education
- Five Residential/Day Treatment

Demographics*

- Total Students.....8,487
- Free and reduced price lunch.....2,764
- American Indian Students.....592
- Hispanic Students.....319
- Black Students.....360
- Two or more races.....885
- Special Education.....1,596
- Early Childhood Special Ed.....156

* All numbers from MDE as of 10/1/22

What does fully funding education look like?

The funding our district receives today is not enough to serve our students properly, especially with rising costs.

Fully funding education means every student can achieve at high levels and graduate on time.

It means the needs of all students are met regardless zip code or economic status.

When students' daily desired experiences are met they succeed and successful students means positive growth for our state and city.

Duluth School Board

- Jill Lofald, *Chair*
- Rosie Loeffler-Kemp, *Vice Chair*
- Amber Sadowski, *Clerk*
- Kelly Durick Eder, *Treasurer*
- David Kirby
- Alanna Oswald
- Paul Sandholm
- John Magas, *Superintendent*

Legislative Platform 2023 ²⁶³



Duluth Public Schools

4316 Rice Lake Road, Suite 108
Duluth, Minnesota 55811

218-336-8700 | www.isd709.org | info@isd709.org

Every Student. Every Day.

Legislative Priorities

Duluth Public Schools 2023 legislative priorities will help our local legislators as they determine the two-year operating budgets for every school district in the state. We believe that critical choices must be made to stabilize and increase public education funding.

Increased State Aid

Support an additional annual increase in the education formula by at least 5% and indexed for inflation. Increased state aid would allow the Duluth Public Schools to invest in:

- Staffing to provide much needed literacy and math interventionists and improved student to teacher ratios.
- Revitalizing significantly outdated technology and curriculum resources.
- Additional mental and emotional health supports and services for students.
- Enhancing safety and behavioral supports.
- Improved family and community engagement.

Special Education

Support the state fully funding the special education cross subsidy for our schools.

1-Time Special Education Funding

Support for Duluth Public Schools' special legislation to recapture one-time special education correction funding for \$2 million.

Construction Sales Tax Exemption

Support legislation exempting Duluth Public Schools from paying sales tax on construction material related to the new district services building and transportation center.

MTSS Framework

Support funding for Multi-Tiered Systems of Support (MTSS) framework with support from MDE and grants to support district resources to continue to implement.

CTE Support

Support a one-time investment in Career and Technical Education, allowing funds to be used for equipment, supplies, and technology to support the CTE mission.

School Safety

Support a one-time \$500 allocation per pupil for school safety and support allowing local authority for schools to increase safe school levy revenue to address safety concerns.

LTFM Flexibility

264

Support an increase in the Long-Term Facility Maintenance and expand allowable uses of LTFM funds. Remove the per pupil limit and broaden eligible uses.

Operating Levies

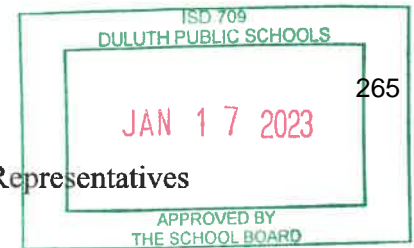
Allow school board renewal of existing and future operating levies.

Solar & Electric Vehicles

Support adding additional funding to the Solar for Schools Grant Program and increase the grant opportunity to 100% of installation costs for a 40-megawatt array and help schools with federal matching dollars for EV charging stations at school properties.

Funding Formula for special student populations

Support the creation of a special funding formula for public schools in urban population areas, designed to address the unique cultural, language, and educationally related academic needs of special student populations ensuring that all students meet academic standards.



RESOLUTION

Approving the Continued Participation of Student School Board Representatives

WHEREAS, The School Board of Duluth Public Schools ISD 709 has included Student School Board Representatives since January 2005; and

WHEREAS, Student school board representatives provide the school board with a student voice and youth perspective; and

WHEREAS, The Minnesota School Boards Association encourages school boards to develop a process to include student representatives; and

WHEREAS, The Superintendent and high school principals have reviewed and revised where necessary the selection process for appointing student school board representatives.

THEREFORE, BE IT RESOLVED THAT the School Board of Independent School District 709 approves the continued participation of one Student School Board Representative each from Denfeld High School, Duluth East High School and the Area Learning Center and an alternate for each site (Denfeld, East, ALC).

BE IT FURTHER RESOLVED THAT the term for the 2023 Student School Board Representatives will be January 3, 2023 to December 31, 2023.